

# ENROLMENT FORM/TUITION AGREEMENT 2021

## PERSONAL INFORMATION

Family Name:  Given Name:

Gender: ☐ M ☐ F ☐ Other Date of Birth:

Address in New Zealand:

Phone in New Zealand:  Email:

Have you completed any English tests or English courses at any other education provider(s) in NZ before?  
☐ Yes (Please provide details below) ☐ No

Name of Course/test:  Year Awarded:   
 (Please provide a copy of your course certificate/test results if you have ticked YES.)

Have you used an education consultant or agent when applying for this enrolment?  
☐ Yes (Please provide details below) ☐ No

Company Name:

Contact Person:  Email:

## ADDITIONAL INFORMATION FOR INTERNATIONAL STUDENTS ONLY

Address in Home Country:

Phone in Home Country:  Nationality:

Passport Number:  Passport Expiry Date:

If you are already in New Zealand, what type of visa you are currently holding:  
☐ Student Visa ☐ Work Visa ☐ Visitor Visa ☐ NZ Permanent Resident Visa ☐ Other: \_\_\_\_\_  
 (Please provide a copy of your visa if you have ticked any of the options above.)

## NEXT OF KIN/EMERGENCY CONTACT

Full Name:  Relationship to Applicant:

Phone:  Email:

Address:

## COURSE DETAILS

Couse	Type	Start Date	End Date	Weeks/Hours
<input type="checkbox"/> General English	<input type="checkbox"/> Full-time <input type="checkbox"/> Part-time	<input type="text" value="dd/mm/yy"/>	<input type="text" value="dd/mm/yy"/>	<input type="text"/>
<input type="checkbox"/> General English - Online	<input type="checkbox"/> Full-time <input type="checkbox"/> Part-time	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="checkbox"/> IELTS Preparation	<input type="checkbox"/> Full-time <input type="checkbox"/> Part-time	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="checkbox"/> PELT - General English		<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="checkbox"/> PELT - IELTS Preparation		<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="checkbox"/> PELT - Global IELTS Private Tutoring	<input type="checkbox"/> VIP 1-1 <input type="checkbox"/> VIP 1- 2	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="checkbox"/> PTE Training Course		<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="checkbox"/> Tailored English Tutoring		<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="checkbox"/> Duolingo Training Course		<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="checkbox"/> IELTS Exam Skill Course		<input type="text"/>	<input type="text"/>	<input type="text"/>

## ADDITIONAL SUPPORT

Do you have any medical condition(s), any disabilities, long-term illness or specific learning needs that need to be taken into consideration by the college?

☐ Yes (Please provide details below) ☐ No

## ACCOMMODATION

Do you require assistance with accommodation?

☐ Yes (Please provide details below) ☐ No, I will organise my own accommodation

Accommodation Start  
Date:

Length of Stay:

Do you smoke?

☐ Yes ☐ No

Family with children?

☐ Yes ☐ No

Family with pets?

☐ Yes ☐ No

Do you have any allergies? (Please specify below:)

☐ Yes ☐ No

## AIRPORT TRANSFER

Do you want business College to pick you up from the airport?

☐ Yes (Please provide your flight details below) ☐ No

Airline:

Flight Number:

Arrival Time:

*New Zealand Time*

Arrival Date:

## INSURANCE

As a signatory to the Education (Pastoral Care of International Students) Code of Practice 2016, Business College requires that all international students studying for 2 weeks or longer must have appropriate insurance for the duration of their enrolment and includes travels to, from, or within New Zealand outside the enrolment period.

☐ I want Business College to arrange my travel/medical insurance

Preferred Insurance: ☐ Southern Cross ☐ Orbit Protect

Insurance Start Date:

(The date should be the date you depart from your country to New Zealand. However, if you are already in New Zealand and are planning to travel within New Zealand after your student visa is approved (but before your enrolment starts), the date should be the date your travel starts. If not specified, Business College will arrange the insurance to start on the day your enrolment commences.)

Do you have any pre-existing medical condition?

☐ Yes (Please provide details below) ☐ No

☐ I will arrange my travel/medical insurance myself

Please note that students arranging their own insurance must make sure it meets the requirements set out in Education (Pastoral Care of International Students) Code of Practice 2016. Students are required to submit their insurance policy in English before their courses start. Please make sure you have read the insurance requirements under "MEDICAL AND TRAVEL INSURANCE" section on page 3. Students will be required to purchase further insurance if their existing insurance does not meet the requirements mentioned above.

## ADDITIONAL INFORMATION FOR UNDER 18 STUDENTS ONLY

Students under 18 years of age (at the time of enrolment) must complete the under 18 application pack and provide contact details of their parents/legal guardian below.

Full Name:

Relationship to Applicant:

Phone:

Email:

Address in Home Country:

*Street number, street, suburb, city and country*

Will you be accompanied by this person in New Zealand?

☐ Yes ☐ No (Please note you must stay in a homestay approved by Business College)

# ENROLMENT TERMS AND CONDITIONS

## BUSINESS COLLEGE NZ

Business College NZ ('the School') is an NZQA-registered Category 2 Education Provider based in central Auckland and has been operating since 1995. As a signatory, Business College has agreed to observe and be bound by the Education (Pastoral Care of International Students) Code of Practice 2016 (the Code).

## ENROLMENT CONDITION

In addition to agreeing to the enrolment terms and conditions, enrolment is subject to the following condition:

- Place availability; and
- Meeting the academic and English language requirements of the programme of study; and
- If the student is under 18 years of age at the time of enrolment, the student MUST have his/her enrolment form signed by a parent or legal guardian; and
- Full payment of course fees in advance; and
- A valid visa and appropriate insurance cover (international students only); and
- The provision of all required documentation by the college and attendance at course commencement day.
- An agreement to provide up-to-date address and contact details at all times.

Students who do not meet the above requirements will not be enrolled and will not be eligible to attend classes.

## ENROLMENT PROCEDURE

- Students will need to approach the School or one of our registered agents and will be given detailed information about the programme, entry criteria, subject options, facilities, the Education (Pastoral Care of International Students) Code of Practice 2016, and fees. This information is provided by means of our handbook or internet website.
- Students read the conditions of acceptance and sign the Enrolment Form/Tuition Agreement. Students must supply full information including the start date of course, contact details and emergency contact details.
- Optional: Students may be sent a conditional letter of offer for the programme. On this offer, it will be clearly stated what documents (e.g. IELTS, TOEFL certificate, academic record) need to be supplied in order for the final (unconditional) letter of offer to be issued.
- Students forward the required documents to the School. Only originals or certified copies will be accepted. Once the documents have been sighted and verified by the principal, the letter of offer is issued. An invoice of course fees will also be sent.
- Students pay the fees in full and a receipt will be issued.
- (International students only) Once students have received the offer, invoice and receipt for their selected programme, they should then send these documents together with any other required documents to the Immigration to apply for their student visa.
- Students' course will commence on the start date according to their offers. (For international students, course commencement is conditional on receiving the relevant visa). Students will be required to complete an assessment on arrival at Business College to ensure that their study plans and career intentions match the course being offered. For English programme, students will be required to complete an entry test to assess their English level.  
(Notes: For an offer of a place that is subject to English Language proficiency, students must show evidence of achieving the appropriate level of English for the course they are enrolling on which can be from either of the following tests: IELTS score of 5.5 with no band score lower than 5, or a TOEFL score of 500.)
- The enrolment form contains various clauses, which must be agreed to prior to students' enrolment is finalised. One of the conditions is that students agree to notify the college of their current details, address, accommodation type and immigration status at all times – should students fail to do so their enrolment may be cancelled.

## FEES

Business College reserves the right to amend fees. For the most up to date fees, please contact the college.

All tuition, accommodation and administrative fees must be paid in advance and by the due date.

All fees are calculated in complete weeks and in New Zealand Dollars. No compensation is given for public holidays.

## TRANSLATION

Where there is a difference in meaning or interpretation in any translation of the college information or conditions, Business College version shall apply.

## CODE OF CONDUCT & TERMINATION OF ENROLMENT

Students are expected to attend 100% of their classes on time.

All students must comply with Business College's published rules and regulations (which can be found in the Student Handbook).

Students who breach the School's published rules (this covers conducts when the students are not under the immediate supervision or control of Business College), e.g., whose attendance does not meet Business College requirements, or whose behaviour is detrimental to the college or to other students will receive warning letters and may be withdrawn as per Business College's published attendance procedure. In this case we regret that no tuition fees can be refunded. The School will also notify Immigration New Zealand regarding the change in circumstance and their visas may be withdrawn.

## BREACH OF AGREEMENT & DISCIPLINARY PROCEDURES

When considering all disciplinary action, Business College will apply the principles of natural justice to ensure a fair resolution.

Without limitation, the following disciplinary procedures will apply when a student fails to comply with Business College's published policy:

- When a student first engages in misconduct or has performance issue while attending the course, a verbal warning will be given. If the student fails to improve his/her behaviour, a written warning will be issued by the Director. If the student persists with the offending conduct after a second written warning, the School may suspend or expel the student at its discretion.
- Students engage in serious misconduct, such as uses drugs or alcohol on the premises during course hours, come to class under the influence of drugs or alcohol and cause harm (being mental or physical) to any member of staff or other students while attending the course, may be suspended and/or expelled immediately depending on the seriousness of the incident. This will happen as long as the School has been acting in good faith, being fair and equitable in following its disciplinary process and believes there are reasonable grounds for dismissal.

## LIABILITY & INSURANCE

Business College will not be liable for any loss, damage or injury incurred within the college, with a homestay family or on a college trip or excursion.

In no event shall the School's liability exceed an amount equal to the amount of tuition fees paid by the Student.

The college is able to arrange insurance for students' health and personal property on request. International students are required to have medical insurance under the Education (Pastoral Care of International Students) Code of Practice 2016. Furthermore, the college strongly advises that students have personal property insurance for any unexpected damages or losses of their personal items.

## SPECIAL INFORMATION FOR INTERNATIONAL STUDENTS

**Code:** Business College NZ Ltd has agreed to observe and be bound by the Education (Pastoral Care of International Students) Code of Practice 2016 published by the Minister of Education. Copies of the Code are available on request from the college or from <https://www.nzqa.govt.nz/providers-partners/education-code-of-practice/>. Business College's responsibilities for its international students' pastoral care end on the last day of their enrolments.

**Immigration/Visa:** All international students must have valid visas while studying at Business College must comply with the relevant visa conditions all the time. All students must inform Business College immediately if their visa status changes. Full details of visa and permit requirements, advice on rights to employment in New Zealand while studying and reporting requirements are available through the New Zealand Immigration Services, and can be viewed on their website at <http://immigration.govt.nz>. Please note that Business College does not provide advice with regard to New Zealand Residence or Immigration to New Zealand. Should students need this advice, please contact Immigration New Zealand directly or contact registered Immigration Advisors.

**Eligibility for health services:** Most international students are not entitled to publicly funded health services while in New Zealand. If students receive medical treatments during their visit, they may be liable for the full costs of those treatments. Full details on entitlements to publicly-funded health services are available through the Ministry of Health and can be viewed on their website at <http://www.moh.govt.nz>.

**Accident insurance:** The accident Compensation Corporation provides accident insurance for all New Zealand citizens, residents and temporary visitors to New Zealand, but they may still be liable for all other medical and related cost. Further, information can be viewed on the ACC website at <http://www.acc.co.nz>.

**Medical and travel insurance:** All international students must have appropriate and current medical and travel insurance in accordance with the code. The insurance must cover:

- the student's travel— i. to and from New Zealand; and ii. within New Zealand; and iii. if the travel is part of the educational instruction, outside New Zealand; and
- medical care in New Zealand, including diagnosis, prescription, surgery, and hospitalisation; and
- repatriation or expatriation of the student as a result of serious illness or injury, including cover of travel costs incurred by family members assisting repatriation or expatriation; and
- death of the student, including cover of— i. travel costs of family members to and from New Zealand; and ii. costs of repatriation or expatriation of the body; and iii. funeral expenses.

## COMPLETION OF HOUR-BASED COURSE

Students enrolled in hour-based courses are expected to complete the courses within the week periods showing on their offers.

For hour-based courses, the week periods are estimated as below:

- 10 HOURS – 2 WEEKS
- 20 HOURS – 3 WEEKS
- 30 HOURS – 4 WEEKS
- 40 HOURS – 6 WEEKS
- 50 HOURS – 8 WEEKS
- 60 HOURS – 10 WEEKS
- 70 HOURS – 10 WEEKS
- 80 HOURS – 12 WEEKS
- 100 HOURS – 12 WEEKS

If hours are not completed within this time, there will be no further charge to complete them within a year. Application to extend the hours must be in writing form and documented by Business College.

#### BUSINESS COLLEGE'S OBLIGATIONS

Business College will observe and be bound by the Education (Pastoral Care of International Students) Code of Practice 2016. Copies of the Code are available on request from the School or from the NZQA website at <https://www.nzqa.govt.nz/providers-partners/education-code-of-practice/>

- Business College shall provide tuition in accordance with the code and the Education Act.
- Business College will only accept International Students aged 16 years and over.

Business College shall use its best endeavours to ensure the safety, health and well-being of the Student, but shall not be liable for:

- Any damage or harm caused to the Student or the Student's property while attending the School;
- Any damage or harm caused to the Students or the Student's property arising out of the Students' accommodation;
- Any damage or harm caused to the Student or the Student's property outside normal College hours. (In the case of the Student's property, the School shall not be responsible for any damage to such property that may occur outside the School premises.)

Unless otherwise agreed in writing between the student and the School, the School's responsibilities for its international students' pastoral care under the Code end on the last day of their enrolments, or in the event that the Student's Tuition is terminated, on the date of termination, except its responsibilities regarding insurance, which may extend beyond the enrolment periods.

#### STUDENT'S OBLIGATIONS

Students shall:

- Pay to the School the tuition fees in the manner agreed to by both parties;
- Agree to provide the School with academic, medical or other information relating to the well-being of the Student as may be requested from time to time by the School;
- Accept and abide by the School's rules and all instructions given by members of staff
- Attend the School on all occasions when it is open unless prevented by illness or other urgent causes.

#### AUTHORISATIONS

The Student who has signed the enrolment form and agreement irrevocably appoints and authorises the Principal of the School (or such other person as may be appointed by the Management Team of the School) to:

- Receive information from any person, authority or corporate body concerning the Student including, but not limited to, medical educational or welfare information;
- Provide consents in respect of any activity carried out and authorised by the School;
- Provide consents that may be necessary to be given on the Student's behalf in the event of a medical emergency where it is not reasonably practicable to contact the Student;
- To take whatever steps necessary to ensure the Student complies with the School's rules and policies set down by the School;
- To obtain at any time from any person or entity any information required to process and/or accept the application for tuition or to perform or complete the School's various obligations under this agreement. (The Student authorises any such person to release to the School and personal information that person holds concerning the Student.)

#### TERMINATION

Either party may terminate this agreement with 5 days written notice.

Upon termination of this agreement, refunds will be made in accordance with the School's Refund Policy.

#### MISCELLANEOUS

Nothing in this Agreement limits any rights the Student may have under the Consumer Guarantee Act 1993.

It is acknowledged that the School's Regulations, Terms and Conditions apply and if these are breached by the Student, then the School shall terminate this agreement and the Refund Policy will apply. The Student will have no claim for damages for any compensation if this agreement is terminated in these circumstances.

Force Majeure: Neither party shall be in default or in breach of their obligations under this agreement to the extent that the performance of those obligations is prevented by an event of force majeure. Force majeure means an event beyond the reasonable control of the party seeking to rely on force majeure.

Governing Law: This agreement shall be construed and take effect in accordance with the domestic laws of New Zealand. In relation to any legal action or proceedings arising out of or in connection with this agreement, the Student irrevocably submits to the exclusive jurisdiction of the Court of New Zealand and agrees that proceedings may be brought before any courts including any forum constituted under the Arbitration Act 1908 within New Zealand and waive any objection to proceedings in any such court or forum constituted under the Arbitration Act 1908 within New Zealand on the grounds of venue or on the grounds that the proceedings have been brought in an inconvenient forum.

#### THE PRIVACY ACT

Students signing this agreement acknowledge that:

- a. Personal information of the Student collected by the School and may be held, used and disclosed to third parties to enable the School to:
  - i. Process the application for tuition;
  - ii. Provide tuition to the Student;
  - iii. Provide the Student with advice or information concerning products and services the School believes may be of interest to the student;
  - iv. To enable the School to communicate with the Student for any purposes;
- b. All personal information provided to the School will be held by the School at the campus where the student is attending his/her course of study;
- c. Failure to provide any information in the application for tuition may mean the School is unable to process the application;
- d. The Student has the right under the Privacy Act 1993 to obtain access to and request corrections of any personal information held by the School concerning them.

#### STUDENT FEE PROTECTION

In compliance with the Student Fee Protection Rules 2013 and the Education (Pastoral Care of International Students) Code of Practice 2016, Business College provides fee protection for all student tuition fees, accommodation fees and living expenses paid to the college through Public Trust.

#### WITHDRAWAL

A withdrawal from a course takes place when a student stops attending for more than two consecutive weeks or completes a notice to withdraw in writing. Students enrolled for a course of study may withdraw from the course by written notice at any time.

It is the student's responsibility to report his/her withdrawal from a course in writing. Any fees outstanding will remain payable until official notification is received.

Immigration Services form "Student Enrolment Termination" will be completed and sent if a student withdraws and they were studying under a student visa.

#### REFUNDS

Application for a refund must be in writing accompanied by the original receipts and Offer of Place. If a student enrolled through an agent or representative of Business College, refunds will be made directly to the student or the original payer.

##### For International Students

- a. Before commencement of the course
  - i. If notification of cancellation is received before the commencement of study, all tuition fees will be refunded less the enrolment fee.
- b. After commencement of the course
  - i. For courses less than 5 weeks:
    - If notification of cancellation is received within the first 2 calendar days after the start of the course, we will refund 50% of the fee total, any additional refunds are at the School's discretion.
    - However, no refunds will be made if two days constitutes the full amount of tuition paid for by the student.
  - ii. For courses 5 weeks or more but less than 3 months:
    - If notification of cancellation is received within the first 5 calendar days after the start of the course, we will refund the entire fee total, less a deduction of costs incurred by Business College up to a maximum of 25% of the fee total.
  - iii. For courses 3 months or more
    - If notification of cancellation is received within the first 10 working days after the first day on which the PTE requires the student to attend the establishment, we will refund the entire fee total, less a deduction of costs incurred by Business College up to a maximum of 25% of the fee total.

The above conditions also apply to students who unable to obtain a study visa or cancel their applications before their arrival in NZ or before the first date of their enrolment for which the attendance of students at the Business College is required. Business College will consider providing refunds if students' requests are outside the refund periods in exceptional circumstances. However, such refunds will be made at the discretion of Business College.

For students that have paid accommodation fees, the unused portion of the accommodation fees less one-week notice will be refunded. This will be included as part of the percentage refund.

##### Refunds for Domestic Students

- a. Before commencement of the course
  - i. If notification of cancellation is received before the commencement of study, all tuition fees will be refunded less the enrolment fee.
- b. After commencement of the course
  - i. For courses 2 days or less:
    - No refund period applies, any refund is at the School's discretion.
  - ii. For courses more than 2 days but less than 5 weeks:
    - If notification of cancellation is received within the first 2 calendar days after the start of the course, we will refund 50% of the fee total, any additional refunds are at the School's discretion.

- iii. For courses 5 weeks or more but less than 3 months:
  - If notification of cancellation is received within the first 5 calendar days after the start of the course, we will refund the entire fee total, less a deduction of costs incurred by Business College up to a maximum of 25% of the fee total.
- iv. For courses 3 months or more:
  - If notification of cancellation is received within the first 8 calendar days after the start of the course, we will refund the entire fee total, less a deduction of the lesser of 10% of the fees paid or \$500.

We do not refund fees or give a free extension of the course if the student arrives late for the course, takes time off during the course unless prior approval has been given or leaves before the course is finished. Fees cannot be transferred to another student, to another course or another institution.

#### **CANCELLATION OF TRAINING BY BUSINESS COLLEGE**

Business College reserves the right to cancel training courses due to insufficient demand, unavailability of suitable trained staff or facilities or other similar major problems. If Business College cease to provide courses as contracted with the students, or the School ceases to be a signatory to the Education (Pastoral Care of

International Students) Code of Practice 2016, or the School ceases to be a provider, students enrolled on the cancelled course will be offered alternative training dates or refunds of all unused fees proportional to the number of weeks not delivered.

#### **CANCELLATION OF SCHEDULED PRIVATE TUTORING**

Should students want to cancel a scheduled class, they must give a 24-hour notice or the hours will be deducted from their total hours.

#### **CHANGE OF COURSE TIMETABLE OR CONTENT**

The School have the right to change its course content and dates without notice.

#### **ENTIRE AGREEMENT**

This agreement contains the entire understanding of the parties and overrides any prior promises, representations, understandings or agreements.

The terms of this agreement may be changed at any time by the School in writing to the Student and any such change in terms shall be notified to the Student in writing.

Notices given in writing will be given to the addresses set out in this form. Those sent by post shall be deemed to have been received 5 days after posting.

## **STUDENT AND/OR PARENT/LEGAL GUARDIAN DECLARATION**

I confirm that I have read and accepted the Terms and Conditions of this Agreement in regards to all aspects of my enrolment including insurance cover.

I agree to be bound by the Terms and Conditions in all respects.

I declare that the information provided on this form is correct and I have not withheld any information that could materially affect this enrolment.

I also confirm that the course applying of study meets my career aspirations and forms parts of my personal and professional career development plan.

I agree that I have received sufficient information to make an informed decision about enrolment at the School.

(For students under 18 years of age at the time of enrolment, a parent or legal guardian must also sign below.)

Student Signature:

Parent/Legal Guardian Signature:



Date:

## **EDUCATION CONSULTANT OR AGENT'S DECLARATION**

I declare that I have explained the Terms and Conditions of this Agreement to the student.

Education Consultant or Agent Signature

Education Consultant or Agent Stamp



Name:

Date:

## **BUSINESS COLLEGE OFFICE USE**

I declare that I am authorised to sign on behalf of the School, and confirms that the School will be bound by the Terms and Conditions of this Agreement in all respects.

Staff Signature

Name:

Date: