

Terms and Conditions

! Where there is a difference in meaning or interpretation in any translations of this information or conditions the English version shall apply.

Payment of Fees

1. All fees must be paid in full in advance for the period of tuition. All student fees are protected in the School's Trust Account which is controlled by an independent company [RSM Prince]. Payments are made in arrears to the school.
2. All fees are calculated in full weeks. Study for any portion of the week will incur the full week's fee. No compensation is given for public holidays when the school is closed.
3. Enrolment and offer of place documentation must be signed and stamped with the school's seal and be on the school's database for these to be valid. Promises made by agents must be backed up by formal documentation for these to be valid. Students' valid permit must reflect the program in which the student is enrolled.
4. Students enrolling in two programmes will require two Offers of Place – the first offer may be the program in which the student gains his/her student visa/permit. This will need to be changed when enrolment in the second program commences. This will be an additional cost.
5. Offers of Place will be subject to availability of places and the verification of documents required meeting entry standards that may apply for any course. Students who do not meet English standards will be placed in an alternative English program.
6. Offers of Place will be withdrawn if the student fails to provide documentation required/produces false documents/refuses to obtain medical insurance/fails to present the passport within the first week.
7. Students who have special needs which were not declared at the time of application will be charged additional fees if additional services are required/ provided to enable the student to continue in his/her studies. The school reserves the right to cancel enrolment if the student refuses to bear the cost of any additional services deemed necessary by the school.

Cancellations, Refunds & Delayed Starts

8. The New Zealand Institute of Studies Limited reserves the right to cancel any course due to insufficient demand, unavailability of suitable staff or facilities, or any other reason. In all cases students will be offered alternative course dates. The possible students will be offered alternative course dates or an alternative suitable study program. Where this is not available students will be offered the choice between an alternative provider or will receive the unexpired portion of fees determined on a pro rata basis relating to the time elapsed in the course.
9. If a student cancels before his/her course commences he/she will be refunded fees paid in accordance with the statutory refund provisions. All requests for cancellation/withdrawal must be completed in writing by the student.
10. Students must advise the school in writing if unable to commence classes on the date agreed. Students who wish to delay the start of a course must receive approval in writing from the Director, Student Services prior to the start date. Students who delay the start of their course without prior written approval will be deemed to have started and the statutory refund period will apply. Tuition fees will be deducted for the period of absence.

Statutory Refund Provisions

11. Students who withdraw during the statutory period will be entitled to the following refunds:
 - a. If the course is up to 5 weeks and the student cancels in the first 2 days we will refund 50% of any tuition fees paid. A request for cancellation/withdrawal must be completed in writing by the student.
 - b. If the course is over 5 weeks and 12 weeks or less and the student cancels in the first 5 days we will refund 75% of tuition fees paid. A request for cancellation/withdrawal must be completed in writing by the student.
 - c. If the course is over 12 weeks and the student cancels in the first 10 working days from a course of study. Based on actual costs incurred, the maximum percentage of the payment, or sum of any payments, we may retain is 25%. A request for cancellation/withdrawal must be completed in writing by the student.

Other Refund Provisions

12. Refunds of tuition fees will be made to the agent/person who has made the payment. A request for cancellation/withdrawal must be completed in writing. Immigration NZ will be advised immediately if a student withdraws under Sections 6-11.
13. Refunds of accommodation fees will be made after the student has moved out of the school's accommodation and all payments owing are cleared. Two weeks notice is required when leaving school accommodation and the placement fee is not refunded.
14. Students cannot take time off from a course or end a course earlier without permission from the school. NZ Immigration will be advised in all cases where the student is in NZ on a Student Permit.
15. In the event of early withdrawal, beyond the period indicated in Clause 11 above, no refunds will be given.
16. Students who are expelled for any reason will not be entitled to any refund.

Holidays & Sickness

17. Students enrolled for more than 12 weeks may have one week's holiday. These may be accumulated and taken at one time. Students need permission to take a holiday. This needs to be asked for at least one week before the first day of the holiday. Students who take holidays without permission will be marked absent. Students in qualification programmes must take holiday during course breaks.
18. Students who are sick must phone the school before 9.00am. Students, who are absent for two days or more, must have the medical certificates from NZ Registered doctors. Names of doctors can be obtained from the school.
19. All students enrolled at this school must have the appropriate medical insurance before commencement of studies. This applies to all students in NZ on a temporary entry permit.

Attendance

20. Students must attend school every day and be on time for classes. Students are required to comply with the conditions of their student permit [if applicable]. Classes missed will be recorded on the student's attendance record. If a student consistently misses school Immigration NZ will be advised [where applicable].
21. Attendance is compulsory for all out of class activities which form part of the learning program. There may be additional costs associated with these activities.

Immigration NZ Status

22. International students must have the correct Immigration NZ status before commencing any studies at the school. This applies to the whole of the semester and enrolment period.
23. Students enrolled for a program of 13 weeks or more must have a student permit for the whole of the course before the course commences.
24. Students with a Student permit must be enrolled full time and can work only if the permit indicates this.
25. Students on working holiday/work permit/visitors permit can enroll for a period of no more than 12 weeks. For any period beyond this time a student permit must be obtained.

School Rules/Code of Conduct

26. All School Rules are outlined in the NZIOS Student Handbook, which is available for the school.
27. This is an adult campus and students are expected to behave as responsible adults. The school rules incorporate the cultural expectations that are usual for adults in New Zealand.
28. Students who are under 18 years must live in accommodation approved by the GENERAL MANAGER.
29. Students under 18 years will not be allowed to own a vehicle or drive one without the specific approval of the GENERAL MANAGER.
30. The school will not enroll students 16 years or under.
31. Students who plan to drive in NZ are expected to have all the necessary legal documents required to do so.
 - a. Drivers License
 - b. Vehicle and injury insurance
 - c. Vehicle is registered
 - d. Vehicle has a warrant of fitness
32. Students must comply with the school rules and where applicable, the Homestay rules, at all times.
33. Special rules apply for students who are under 18 years of age at the time of application. These are available from the school.
34. The school reserves the right to expel students for serious misbehavior or poor attendance. Students who are expelled are not entitled to any refund.
35. Students wishing to enroll in special purpose courses [Foundation Studies/Certificates/Diploma] will be required to complete entry requirements before a firm offer of place is made.
36. Students must advise the school immediately of any changes in address/phone numbers.

Liability

37. To the fullest extent permitted by the Consumer Guarantees Act 1993 or otherwise at law or in equity, the school shall under no circumstances be liable to the student or the applicant[s] or any other person for direct or indirect or consequential loss or damage of any kind arising out of or attributable to, any breach by the school of its obligations under the Contract of Enrolment; negligence on the part of the school or any act or thing done or not done by the school and for the purposes of this contract of enrolment consequential loss shall include [without limitation] loss of income or profit and loss or damage to persons or property.
38. The school shall not be held liable for any damage, theft or harm caused to the student or the student's property arising out of the student's homestay or while attending the school or participating in off-site school activities.
39. The school reserves the rights to alter the terms & conditions at any time if circumstances make this necessary and with due notice to agents, parents, prospective students and current students.

Code of Practice Requirements

The New Zealand Institute of Studies Limited has agreed to observe and be bound by the Code of Practice for the Pastoral Care of International Students published by the Minister of Education. Copies of the Code are available on request from this institution or from the New Zealand Ministry of Education website at: <http://www.minedu.govt.nz/goto/international>

Immigration

Full details of visa and permit requirements, advice on rights of employment in New Zealand while studying, and reporting requirements are available through the New Zealand Immigration Service, and can be viewed on their website at: <http://www.immigration.govt.nz>

Eligibility for Health Services

Most international students are not entitled to publicly funded health services while in New Zealand. If you receive medical treatment during your visit, you may be liable for the full costs of that treatment. 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 [ACC] provides accident insurance for all New Zealand citizens, residents and temporary visitors to New Zealand, but you may be liable for all other medical and related costs. Further information can be viewed on the ACC website at: <http://www.acc.co.nz>

Medical and Travel Insurance

International Students must have appropriate and current medical and travel insurance while studying in New Zealand.



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