

## Terms and Conditions

I (which expression includes the parent/guardian who has signed this agreement) hereby accept an Offer made to me by Study Group NZ Limited, a company incorporated in New Zealand (Company Number: 1012808, NZ Business Number: 9429037376802) whose registered office is Taylors House, 75 Karangahape Road, Auckland, 1000, New Zealand (contact: +64 9 306 2600), trading as Taylors College and Embassy CES (hereinafter referred to as "Taylors College" or "the College") to enrol in the course(s) (hereinafter referred to as "the course") as indicated in the Letter of Offer ("the Offer").

I agree to pay to Taylors College the annual tuition fees in accordance with the payment terms detailed on the website: [afy.ac.nz](http://afy.ac.nz). I further agree to pay all additional course fees and such other charges as may become payable to Taylors College during the period of my enrolment, within 14 days of the issue of an account by Taylors College for such fees. Taylors College agrees to provide tuition to me in all subjects of the course, conditional upon my working regularly and systematically through those subjects applicable to my enrolment in accordance with instructions and provided all fees owing are paid on the due dates. I acknowledge that:

1. Any variation of the terms and conditions of this agreement must be in writing and be signed on behalf of Taylors College.
2. It is a condition of enrolment that I attend all scheduled classes except where there is a legitimate reason for non-attendance (eg illness supported by a doctor's certificate that is acceptable to Taylors College). If the enrolment terminates due to a breach of this condition, I understand and agree that I am not entitled to any refund of the annual tuition fee or other charges paid under this contract of enrolment.
3. (a) All lessons and any related material supplied by Taylors College is copyright and remains the property of Taylors College.  
(b) Any unauthorised copying may constitute a breach of the Copyright Act 1994.
4. I am required to use my best endeavours to meet the requirements of the programme in which I am enrolled and to abide by the rules and regulations of Taylors College for the running of Taylors College and the conduct of students.  
If I breach any of the college rules or my behaviour is deemed unacceptable by Taylors College, my enrolment may be cancelled and I agree that I will not be entitled to any refund of the annual tuition fee or other charges paid under this contract of enrolment.  
I understand that infringement of campus rules and regulations will result in a fine. Local campus rules and regulations and all costs and charges can be found on [www.afy.ac.nz](http://www.afy.ac.nz)
5. I understand that I may be required to attend Taylors College's organised excursions and activities as part of my course.
6. I authorise Taylors College to obtain medical treatment for me should such action be deemed necessary by Taylors College or a staff member acting on behalf of Taylors College. I agree to indemnify Taylors College for any expense, loss, damage or liability of whatsoever nature occasioned as a result of authorising and arranging such emergency medical treatment.
7. I agree that I am responsible for my own books, equipment and personal items and I hereby release Taylors College from all liability and claims for loss or damage to such items, howsoever caused.
8. I understand that I must notify the College in writing within seven days if I change my contact details, accommodation type or residential address.
9. I confirm that the terms and conditions of this enrolment have been explained to me.
10. I have read and understood the Student Complaints Policy outlined in this document.
11. I have read, understood and agree to the terms of the Cancellation and Refund Policy outlined in this document.
12. I have read and understand:
  - (a) the most recent result of external quality assurance report by the New Zealand Qualifications Authority (NZQA) available at <http://nzqa.govt.nz/providers/details.do?providerId=745933001>
  - (b) the education that will be provided. Its outcome, a qualification, depends on the course enrolled. The list of courses is available at <http://nzqa.govt.nz/nzqf/search/results.do?org=745933001>
  - (c) details of staffing, facilities, and equipment available at [www.afy.ac.nz](http://www.afy.ac.nz)
  - (d) details of services and supports available at [www.afy.ac.nz/why-choose](http://www.afy.ac.nz/why-choose)

### CANCELLATION AND REFUND POLICY FOR INTERNATIONAL STUDENTS

1. Taylors College agrees to refund within 5 working days and without deduction, all fees paid where the student produces certified evidence that the application made by the student for a student visa has been rejected by the New Zealand immigration authorities.
2. Refunds Prior to Commencement of AFY: Taylors College agrees to refund within 5 working days fees paid by or on behalf of the student, less the Enrolment Fee.
3. Refunds after the commencement of a course:  
Taylors College agrees to refund within 5 working days of the receipt of written notice of cancellation by the student (or parent or guardian if the student is less than 18 years of age) fees paid by or on behalf of the student less the amounts to be retained as detailed below.
  - (a) For courses of 3 months duration or more:
    - > If written notice of cancellation is received by the 10th day of the course, Taylors College will be entitled to retain up to 25% of total fees paid based on actual expenses incurred.
    - > If written notice of cancellation is received later than the 10th day of the course, there will be no refund of any monies paid.
  - (b) For courses of 35 days to less than 3 months duration:
    - > If written notice of cancellation is received by the 5th day of the course Taylors College will retain 25% of total fees paid.
    - > If written notice of cancellation is received later than the 5th day of the course, there will be no refund of any monies paid.
  - (c) For courses of 1 to 34 days duration:
    - > If written notice of cancellation is received by the 2nd day of the course Taylors College will retain 50% of total fees paid.

*Upon receiving a Letter of Offer and an Acceptance Form, an applicant will be asked to accept the following terms and conditions.*

- > If written notice of cancellation is received later than the 2nd day of the course, there will be no refund of any monies paid.
4. Cancellation of Enrolment by Taylors College:  
The College may cancel a student's enrolment should the student breach any of the college's rules or if their behaviour is deemed unacceptable by the College:
- (a) For courses of 3 months duration or more:
    - > If a student's enrolment is cancelled by the 10th day of the course, Taylors College will be entitled to retain up to 25% of total fees paid based on actual expenses incurred.
    - > If a student's enrolment is cancelled later than the 10th day of the course, there will be no refund of any monies paid.
  - (b) For courses of 35 days to less than 3 months duration:
    - > If a student's enrolment is cancelled by the 5th day of the course Taylors College will retain 25% of total fees paid.
    - > If a student's enrolment is cancelled later than the 5th day of the course, there will be no refund of any monies paid.
    - > Where a student is enrolled in an ELP programme immediately prior to the commencement of AFY, ELP fees will be refunded, less the Enrolment Fee. Where a student is enrolled in an Embassy English course immediately prior to the commencement of AFY, Embassy English cancellation and refund policy will be applied to the Embassy English course.
  - (c) For courses of 1 to 34 days duration:
    - > If a student's enrolment is cancelled by the 2nd day of the course Taylors College will retain 50% of total fees paid.
    - > If a student's enrolment is cancelled later than the 2nd day of the course, there will be no refund of any monies paid.
5. Courses closing or ending early  
Should Taylors College be no longer a signatory to the Code or cease to be a provider of education for international students or cease operating a course, pro rata refunds will be made to enrolled students within 5 working days from the date of closure or cessation of the course.  
In the event of a natural disaster, NZQA may give notice for a course to be closed. Should this occur, a pro rata refund will be provided except when the course recommences within 11 days of the date of such notice.

#### CANCELLATION AND REFUND POLICY FOR DOMESTIC STUDENTS

The cancellation and refund policy for domestic students is in accordance with Section 235 of the Education Act 1989. For details, please contact the Taylors College Bursar.

#### ACCOMMODATION/HOMESTAY REFUNDS

- (a) If the student cancels the accommodation booking less than seven days before arrival the Accommodation/Homestay Placement Fee (if applicable) plus a cancellation fee equivalent to one week of accommodation will be charged.
- (b) If the student cancels the accommodation after arrival, four weeks prior written notice of cancellation is required; any accommodation fees paid in excess of the notice period will be refunded less a 10% cancellation fee.
- (c) In the unlikely event of the school closing prior to the conclusion of courses, school fees will be refunded on a pro-rata basis by the Trustee.

#### AIRPORT PICK UP

For cancellations less than 48 hours before arrival no refund will apply. If when a student arrives at the airport, the Airport Pick Up service provider cannot be located, the student should contact the emergency telephone number.

In such circumstances, the College agrees that if the student has advised the emergency contact that they have not been met at the Airport, and alternative arrangements are not made, then a full refund of this service fee will apply.

#### PUBLICITY

The student (and, where applicable, his or her parent or guardian):

- (a) agrees that the student's photographs, videos, artwork or other works, as well as recorded or written testimonials and details of the student's achievements ("Student Images and Testimonials") may be used by Study Group NZ Limited, or by a third party agent of Study Group NZ Limited, worldwide for promotional purposes including in its printed and online marketing materials and on any social media network without further consent or notification; and
- (b) gives consent to Study Group NZ Limited storing, or transferring across international borders, copies of the Student Images and Testimonials for such purposes.
- (c) agrees that information relating to the student's enrolment status at Taylors College's partner universities (AUT University, Massey University, The University of Auckland), will be released to Taylors College staff, for the semester immediately following graduation from the Taylors College Auckland Foundation Year (AFY) programme. This information may be used for such purposes as stated above.

#### PAYMENTS

Payment can be made to the College using a number of payment options via the PayOnline platform. Access to this platform can be found at <http://pay.afy.ac.nz> using the unique student access code.

Certain payment options will carry a processing fee of 2.5%. The College reserves the right to alter this charge from time to time.

*Upon receiving a Letter of Offer and an Acceptance Form, an applicant will be asked to accept the following terms and conditions.*

If the student chooses to pay in their local currency, a foreign exchange rate will apply. The applicable exchange rate can be viewed online as at the time and date of the payment.

Bank charges and commission for both the sending and receiving banks should be paid by the sender of funds or they will be applied to the student's account."

## STUDENT COMPLAINTS POLICY

The Education (Pastoral Care of International Students) Code of Practice 2016 requires all institutions to have fair and equitable internal grievance procedures for students. The Code provides a framework for service delivery by educational providers and their agents to international students. It sets out the minimum standards of advice and care that is expected of educational providers with respect to international students.

The code applies to pastoral care and provision of information only, and not to academic standards. In the event of a dispute between an individual student and Taylors College, internal procedures are in place to facilitate the resolution of the dispute. If the student remains dissatisfied with the outcome, they may seek independent external mediation. A summary of these procedures is as follows:

### 1. Code of conduct, attendance and discipline

Students are expected to abide by the terms and conditions of enrolment and the published rules and code of conduct of Taylors College. Disciplinary procedures will be applied in the event of a breach of these rules. All staff are expected to apply Taylors College's policy and rules fairly and without favour, but if a student considers that this has not occurred, the student may refer the matter to a senior staff member. If dissatisfied with the decision, the student may refer the matter to the Principal for determination. Independent external mediation may also be sought if the matter cannot be resolved within the school.

### 2. Service and academic programme

In the event of a student complaint concerning the quality of the service or teaching provided by the school, the student will report the matter to a person in a position of authority within the school. The complaint may either be dealt with by that person, or referred to the Principal for resolution. The Principal will confer with the parties in dispute, and the decision of the Principal will be final. This decision will be conveyed in writing to the parties. If the student remains dissatisfied with the outcome, they may seek independent external mediation.

### 3. Contractual and financial issues

Matters relating to the interpretation of the application, or the payment or refund of money, are stated clearly in the brochure. Any queries relating to course fees and other charges payable to Taylors College (or refunds) will initially be dealt with by the Finance and Administration staff. If the student is dissatisfied with the decision, the matter will be referred to the Finance Director of Study Group for determination. If either the action taken or the outcome does not satisfy the student, they may write to the Managing Director, who will in turn convey a decision in writing to the student. If the student remains dissatisfied with the outcome, they may seek independent external mediation.

### 4. International Student Contract Dispute Resolution Scheme (DRS)

If a student remains dissatisfied with the outcome of the internal procedures regarding contractual and financial issues, they may contact iStudent Complaints. This is an independent scheme which provides a free process for dispute resolutions. More information can be found at [www.istudent.org.nz](http://www.istudent.org.nz). iStudent Complaints is administered by FairWay Resolution Limited (FairWay). The nearest office of FairWay is at:  
Level 15, Chorus House  
66 Wyndham Street  
Auckland 1010  
Phone: 0800 00 66 75

A copy of DRS rules is available at <http://legislation.govt.nz/regulation/public/2016/0042/latest/DLM6748715.html?src=qs>

### 5. New Zealand Qualifications Authority (NZQA)

If a student remains dissatisfied with the outcome of the internal procedures regarding non-compliance with the Code of Practice, other than contractual and financial issues, they may contact NZQA. The nearest office of NZQA is at:

Level 13, 125 The Terrace Wellington, New Zealand

P.O. Box 160, Wellington, New Zealand

T: +64 4 802 3000 F: +64 4 802 3112

E: [qadrisk@nzqa.govt.nz](mailto:qadrisk@nzqa.govt.nz)

W: [www.nzqa.govt.nz/about-us/make-a-complaint/make-a-complaint-about-a-provider](http://www.nzqa.govt.nz/about-us/make-a-complaint/make-a-complaint-about-a-provider)

## HEALTH AND TRAVEL INSURANCE

Health Requirements: As of 30th July 2012 Immigration New Zealand made changes to Health Screening. Foreign fee-paying students (International Students) are required to hold appropriate medical and travel insurance as a condition of their student visa. An appropriate insurance policy is one that complies with the insurance requirements of the Education (Pastoral Care of International Students) Code of Practice 2016 and is acceptable to the education provider.

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The insurance cover must be for the length of the student visa. If an insurance policy is shorter than the length of a student visa, a student must extend their insurance policy. e.g. Your Taylors Foundation programme ends on 12 December 2017 and your student visa ends on 31 March 2018. Your insurance policy must cover you through to 31 March 2018.

If a student does not comply with the requirement to hold appropriate insurance while in New Zealand, they may become liable for deportation.

Most international students are not entitled to publicly funded health services while in New Zealand. If a student receives medical treatment during their stay, they may be liable for the full costs of the 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: [www.moh.govt.nz](http://www.moh.govt.nz)

The Accident Compensation Corporation provides accident insurance for all New Zealand citizens, residents and temporary visitors to New Zealand, but students may still be liable for all other medical and related costs. Further information can be viewed on the ACC website at: [www.acc.co.nz](http://www.acc.co.nz)

## IMMIGRATION

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 Service, and can be viewed on their website at: [immigration.govt.nz](http://immigration.govt.nz).

## THE EDUCATION (PASTORAL CARE OF INTERNATIONAL STUDENTS) CODE OF PRACTICE 2016

Taylors College has agreed to observe and be bound by the Education (Pastoral Care of International Students) Code of Practice 2016. This Code is available on the New Zealand Qualifications Authority (NZQA) website at [www.nzqa.govt.nz/providers-partners/education-code-of-practice/](http://www.nzqa.govt.nz/providers-partners/education-code-of-practice/)

The Code sets required outcomes for educational providers and agents to ensure that:

- > high professional standards are maintained;
- > the recruitment of international students is undertaken in an ethical and responsible manner;
- > information supplied to international students is comprehensive, accurate, and up-to-date;
- > students are provided with information prior to entering into any commitments;
- > contractual dealings with international students are conducted in an ethical and responsible manner;
- > the particular needs of international students are recognized;
- > international students under the age of 18 are in safe accommodation;
- > all providers have fair and equitable internal procedures for the resolution of international student grievances.

## STUDENT FEE PROTECTION ARRANGEMENTS

Taylors College operates a static trust for the refund period and for accommodation fees, and a Bank Bond for the post withdrawal period. This arrangement has been accepted by the New Zealand Qualifications Authority as meeting the requirements of the Education Act 1989 and the Student Fee Protection Rules 2013.

Contact Information:  
Public Trust  
Level 3, 205 Great South Road  
Auckland

For more information, please visit [www.afy.ac.nz](http://www.afy.ac.nz)