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

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 English New Zealand (hereinafter referred to as “Taylors College” or “the College”) to enrol in the course (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. 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 Taylors College Auckland Foundation Year (AFY), Taylors Certificate in Foundation Studies, Taylors Certificate in Pre-Foundation Studies and Taylors English Language Preparation (ELP), 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 our website: afy.ac.nz
5. I understand that I may be required to attend organised Taylors College 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 brochure.
11. I have read, understood and agree to the terms of the Cancellation and Refund Policy outlined in this brochure.

CANCELLATION AND REFUND POLICY

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 on or behalf of the student less the amounts to be retained as detailed to the right:
   (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 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.
      > If written notice of cancellation is received later than the 2nd day of the course, there will be no refund of any monies paid.
   (c) 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.

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 his/her 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 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.
   (c) 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.
Upon receiving a Letter of Offer and an Acceptance Form, an applicant will be asked for accepting the following terms and conditions.

> 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.

5. Courses closing or ending early
   Should Taylors College close 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 the NZ Qualifications Authority 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.

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 our 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):

(i) 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, or by a third party agent of Study Group, worldwide for promotional purposes including in its printed and online marketing materials and on any social media network without further consent or notification; and

(ii) gives consent to Study Group storing, or transferring across international borders, copies of the Student Images and Testimonials for such purposes.

(iii) 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.
CREDIT CARD PAYMENTS

Payments made by credit cards (Visa, Mastercard and American Express) may attract a surcharge. This surcharge will be waived if all fees are paid in full before the commencement date of the student’s course.

STUDENT COMPLAINTS POLICY

The Code of Practice for International Students 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. A summary of these procedures 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, he/she 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, he/she 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, he/she may seek independent external mediation.

4. The Code of Practice for Pastoral Care of International Students
   Taylors College has agreed to observe and be bound by the Code of Practice for the Pastoral Care of International Students published by the New Zealand Qualifications Authority. Copies of the Code are available on request from this institution or from the New Zealand Qualifications Authority website at: nzqa.govt.nz/providers-partners/caring-for-international-students/. 
Upon receiving a Letter of Offer and an Acceptance Form, an applicant will be asked for accepting the following terms and conditions.

5. 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 acceptable medical and travel insurance as a condition of their student visa. An acceptable insurance policy is one that complies with the insurance requirements of the Code of Practice for the Pastoral Care of International Students and is acceptable to your education provider. Insurance arranged by Taylors College or your own approved insurance policy must cover the length of your student visa rather than the length of your course. If your insurance policy is shorter than the length of your student visa you must extend your insurance policy. E.g. Your Taylors Foundation programme ends on 12 December 2014 and your student visa ends on 31 March 2015. Your insurance policy must cover you through to 31 March 2015. If you do not comply with the requirement to hold acceptable insurance while in New Zealand, you 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 his/her stay, he/she 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: 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: acc.co.nz.

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

6. 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.

7. New Zealand Qualifications Authority

Students may contact the New Zealand Qualifications Authority if they experience any difficulties with the above procedures. The nearest office of the Authority 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: helpdesk@nzqa.govt.nz
W: nzqa.govt.nz

A summary of the Code of Practice for the Pastoral Care of International Students.

The Code sets standards for educational providers 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 recognised
- international students under the age of 18 are in safe accommodation
Upon receiving a Letter of Offer and an Acceptance Form, an applicant will be asked for accepting the following terms and conditions.

- all providers have fair and equitable internal procedures for the resolution of international student grievances.

Full details of what is covered can be found in the Code itself.

The Independent Education Appeal Authority (IEAA) is an independent body established to deal with complaints from international students about pastoral care aspects of advice and services received from their education provider.

The IEAA enforces the standards of the Code of Practice.

If your concerns have not been resolved by Taylors College’s complaint process, you can go to the IEAA website at justice.govt.nz/tribunals/international-education-appeal-authority.