

## TERMS AND CONDITIONS

1. ICL Graduate Business School, NZQA provider #7548 (ICL), Auckland English Academy, NZQA provider #7940 (AEA), Bridge International College provider #7375 (Bridge) and New Horizon College, NZQA provider #8546 (NHC) are part of ICL Education Group and are referred to as 'the Schools'. Students applying for Business, Computing, ECE will be enrolled at ICL. Students applying for Communication English, IELTS Preparation Course and the AEA TESOL Instructor Course will be enrolled at AEA. Students applying for EAP, NZCEL Level 4 & 5 and APA will be enrolled at Bridge.

### 2. Enrolment Conditions

- Enrolment is subject to meeting the academic and English language requirements of the programme of study, payment of full fees in advance for the whole course, proof of a valid visa and appropriate insurance cover (see below), the provision of all requested documentation by the Schools and attendance at Orientation. Students who do not meet the above requirements will not be enrolled and will not be eligible to attend classes.
- Agreement to provide up-to-date address and contact details at all times.

### 3. Fee Protect Policy

- In compliance with the Education Amendment Act 2011 (section 234E). The Schools ICL, AEA and Bridge provide fee protection for all student tuition fees, accommodation fees and living expenses paid to the School through Public Trust. This meets the requirements of NZQA and the Education (Pastoral Care of International Students) Code of Practice 2016.
- All tuition and accommodation fees of New Horizon students are protected by a Static Trust Account administered by an independent Trustee. In the unlikely case of closure please contact the Trustee, Napier Trustee Services 601 Limited, BDO Spicers Chartered Accountants, PO Box 944, Napier, Phone +64 6 835 3364.

### 4. Withdrawal and Refund Policy

The following refund scheme applies below:

- If your course is less than five weeks, you have until the end of the 2nd day of the course to withdraw and receive a refund of at least 50% of the tuition fees. If you withdraw two or more days after the same start date you are not entitled to a refund.
- If your course is between five and twelve weeks you have up until the end of the 5th day of the course to withdraw and receive a refund of at least 75% of the tuition fees. If you withdraw five or more days after the same date you are not entitled to a refund.
- If your course is more than three months you have up until the end of the 10th working day to withdraw and receive a full refund of tuition fees less any costs incurred by the Schools up to a maximum of 25%. If you withdraw on the 11th working day or more after the same date, you are not entitled to a refund.
- The Schools may retain up to the specified amount above (c) provided the cost is justified.
- The enrolment and insurance fees are non-refundable.
- Expenses incurred offshore on student recruitment and visa applications are non-refundable
- If requested the Schools will provide you with details of the cost components for the purpose of working out the maximum deductible percentage. In the event of a dispute over the amount deducted, you can refer the matter to the Disputes Resolution Scheme by contacting NZQA on 0800-697-296 or Fairway Resolution on 0800-774-422.
- Conditions a-c also apply if you are unable to get a visa, or if you cancel your application before you arrive in NZ or before the first date of the course for which attendance of students at the establishment is required. The Schools will consider applications for refunds in exceptional circumstances. Any refund will be made at the discretion of the Chairman.
- If the Schools are for some reason unable to offer your course, or the School ceases to be a provider or a signatory to the Education (the Code) you are entitled to a full refund of all fees paid. In the event that your course is cancelled after its commencement date, you will be refunded all unused fees proportional to the number of weeks not delivered. Every attempt will be made by the School to enrol you in another course suitable to your needs.
- Domestic students are entitled to a refund if they withdraw from a programme or course as per section 235 of the Education Act 1989, and if the course is of three months (thirteen weeks) duration or more and the withdrawal occurs up to the end of the eighth day after the start of a course.
- The refund amount must equal to the sum of the amount paid less a deduction of the lesser of 10% of the fees paid or \$500.
- Domestic students withdrawing from courses of less than three months duration (thirteen weeks) refer to the same refund policy of international students (paragraphs a, b).

### 5. Homestay Policy

Two weeks' notice must be given to book a homestay or student residence. If the School arranges homestay accommodation for you, the minimum period will be four weeks or the full course if shorter. All homestay fees must be paid in full before placement in accommodation. Students who have not paid the homestay fees in full will not be placed in a homestay. The homestay placement fee, homestay fee and the ongoing administration must be paid two weeks in advance. (continued on the right side)

The administration fees and the placement fee for this period are non-refundable. All homestay students must follow the Homestay Rules as set out in the Student Handbook. If the student moves out of the homestay, both the host family and the Schools must receive 2 weeks' notice of the student's intention to leave. The balance of the pre-paid homestay fee which remains refunded, minus any costs recoverable by the Schools.

If a student goes on an approved holiday and wishes to return to the homestay, 50% of the weekly fee will be charged. Two week's notice is required before going on holiday.

### 6. Students Under the Age of 18

Students under the age of 18 must stay either in a homestay approved by the Schools, with their parent or with a designated caregiver. Parents of U18 students must sign the U18 Application Pack (Indemnity, health and medical disclosure, student code of conduct and handover plan). All students U18 must read, agree to and sign the U18 student code of conduct in the pack.

### 7. Airport Pickup

3 working days' notice and flight details are required for pick up / drop off from the airport. Please note that airport pick up may be a shared ride. For airport transfer cancellations, more than 48 hours' notice is needed to receive a refund. Refunds will not be given for cancellations if less notice is given.

### 8. Visa

All international students are required by law to have a valid visa for the duration of their study at the Schools. Student visas must be updated for programme renewals/extensions and a copy provided to the Schools before the visa expiry date. International students without a valid visa are not entitled to attend classes until they have provided a copy of their visa to the Schools before the first day of their programme of study. Students are required to maintain their visa conditions while studying at the Schools. Immigration New Zealand will be informed of students who do not hold a valid visa, breach their visa conditions or have a change in circumstances.

### 9. Insurance

All international students studying at the Schools are required to have appropriate insurance in accordance with the Code. It must cover all of the following:

- the student's travel— i. to and from New Zealand; and ii. within New Zealand; and iii. if the travel is part of the course, 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 d. death of the student, including cover of—
- travel costs of family members to and from New Zealand; and ii. costs of repatriation or expatriation of the body; and iii. funeral expenses

The Schools provide insurance with Southern Cross's Premiums, which gives more comprehensive cover. Please see the ICL price list and <http://www.scti.co.nz/international-student/> for full details.

For renewal/extensions of courses, a copy of the updated insurance policy must be provided before the policy expiry date. Students who have not provided an up-to-date insurance policy will not be eligible to attend classes until an appropriate policy is provided. Furthermore, students will be fully liable for all medical costs incurred in NZ as a result of injury or illness except for any amount covered by Accident Compensation until such a policy is provided.

### 10. Academic and English Language Assessment

The Schools have the right to decide the level of study based on the professional judgment of the Programme Leader/Tutor giving regard to what is in the best interest of the student. The Schools have the right to question the authenticity of any English-medium education, or any assessment provided. The Schools reserve the right to test applicants on arrival, and if their English does not meet the School's entry requirement, the applicant may be asked to withdraw or pay for additional English language tuition. If the applicant withdraws, the withdrawal and refund conditions apply as stated above.

### 11. Change of Programme Timetable and Content

The Schools have the right to change the programme content and dates without notice.

**12. Materials and Book Fees** - ICL Graduate Business School Only  
ICL Graduate Business Students may be required to buy key texts for Business and Computing programmes, and this may cost between \$400 and \$500 per trimester.

**13. Bring Your Own Device (BYOD)** - ICL Graduate Business School Only

The Graduate Business School is a Bring Your Own Device environment and an e-learning device (laptop/notebook) is required for use in class and for self-directed learning at school. Use of the School's internal Wifi network and IT facilities is subject to the rules as set out in the School's Student Handbook.

### 14. Holidays

For students enrolling in Graduate Business School, holidays are not normally given outside of the scheduled trimester breaks. For students enrolling in English Programmes, holidays are given as per the Holiday Procedure of the School. Please check the School's Student Handbook for more details. Any students who take a leave of absence without the permission of the Programme Manager or Director of Studies will be marked as absent. No compensation is given to any students for days the Schools are closed on public holidays. The normal weekday rate is payable for weeks in which there are holidays.

### 15. Timetables

Although the Schools take account of overall student needs when creating timetables, it is not possible to develop or adjust timetables to suit the particular needs of individual students.

## 16. Code of Conduct

All students are required to attend all of their scheduled classes, to come to class on time and to behave in a responsible way while attending the Schools and in the homestay in accordance with the School's published policy (against a required attendance rate of 100%, violence, discrimination, harassment, bullying, carrying weapons, using illegal drugs, stealing etc. See Student Handbook). Students who breach the published rules of the Schools will receive warning letters and may be withdrawn from the School as per School's published procedure. English programme students will not receive a certificate. Immigration New Zealand will be informed of the change in circumstances and their visa may be withdrawn.

## 17. The conditions for terminating the contract of enrolment

- The enrolment conditions include the circumstances under which the student's conduct may be in breach of the contract of enrolment (including conduct that occurs while the student is not under the immediate supervision or control of the signatory.
- The type of disciplinary action may be taken by the Schools include a report of issue of concern, a first warning letter, a second warning letter, a withdrawal letter, or the termination of enrolment without warning at the discretion of the General Manager or Chairman.
- Any disciplinary action is dealt with in accordance with the principles of natural justice.

## 18. Health and Safety

- In the case of a medical emergency, I consent to my medical information being released to emergency services including ambulance staff, Police, hospitals and doctors.
- I have disclosed any preexisting medical conditions, prescribed medication being taken, disabilities or special assistance required to ICL.

## 19. Use of Information and Privacy Statement

The Schools collect and store information from this form to:

- Manage the business of the Schools (including internal reporting and administrative processes).
- Comply with the requirements of the Education Act 1989 and other legislation relating to maintenance of official records such as GDPR and accountability for public funding.
- Supply information to government agencies and other organisations as set out below.

The Schools may add your personal details (name, date of birth and residency) to the National Student Index, which is managed by the Ministry of Education.

Supply of information to government agencies and other organisations  
The Schools supplies data collected on your enrolment to government agencies, including:

- The Ministry of Education.
- The New Zealand Qualifications Authority.
- The Tertiary Education Commission.
- Immigration New Zealand (a branch of the Ministry of Business, Innovation and Employment): for those who are not New Zealand citizens or permanent residents.

Those agencies use the data supplied by tertiary education organisations to:

- Administer the tertiary education system, including allocating funding.
- Develop policy advice for government.
- Conduct statistical analysis and research.

The Ministry of Education may supply data collected on this form to Statistics New Zealand for the purposes of integrating data with data collected by other government agencies, subject to the provisions of the Statistics Act 1975 and the GDPR. Integrated data is used for the production of official statistics, to inform policy advice to government and for research purposes.

When required by law, the Schools release information to government agencies such as the New Zealand Police, Department of Justice, Ministry of Social Development, and the Accident Compensation Corporation (ACC). Information collected on this form may be supplied to other educational organisations for the purpose of verifying academic records. Furthermore information collected by the schools during the enrollment process and while the student is studying, may be used for the student's education and wellbeing. The Schools reserve the right to use academic profiles, results and images for promotional purposes, unless objected to in writing. Students have the right of access to, and correction of the personal information held by the Schools including attendance and academic records.

In signing this enrolment form you authorise such disclosure on the understanding that the Schools will observe the conditions governing the release of information, as set out in the Privacy Act 1993, the Education Act 1989 and other relevant legislation such as GDPR. You may request to see any information held about you and request that any errors in that information be amended or noted.

I authorise the General Manager or delegate at ICL Education Group (including ICL Graduate Business School, Auckland English Academy, Bridge International College and New Horizon College) and the Executive Director of English New Zealand to discuss my student visa application for this provider with Immigration New Zealand and/or to obtain information regarding the processing of the visa application and the decision on the visa application.

I declare that I am a bona-fide student and that it is my intention to study at ICL. I also state that the information provided by me is correct at the time of application. I declare that I have read the ICL Terms and Conditions and I have had them explained to me. I understand and agree to the Terms and Conditions of the Schools and subsequent school policies as set out above. I also understand and accept that the above Terms and Conditions are intended to be read in the English language and are governed by the laws of New Zealand.