

# AUCKLAND EDINBURGH COLLEGE CONTRACT OF ENROLMENT

Level 7, 20 Amersham Way, Manukau City Centre, New Zealand. <u>Postal Address</u>: PO Box 76-209, Manukau City, Auckland 2241, New Zealand. <u>Phone</u>: (64-9) 263 8666 <u>Email</u>: admin@aec.ac.n<u>z</u> <u>Internet</u>: http://www.aec.ac.nz

We need the following information to offer you a place at Auckland Edinburgh College. We also need to collect information for the Ministry of Education and other government agencies for statistical and registration reasons. This form sets out the legal conditions of your enrolment.

**ENROLMENT GUIDE:** Please read the instructions below carefully before and as you complete this form.

**A–F. OVER 18 students** must fill in by pen, printing clearly and ticking boxes that apply.

**A-I.** UNDER 18 students' parent/guardian must fill in by pen, printing clearly and ticking boxes that apply.

**C3**. Your **Insurance Policy** must cover Medical and Travel expenses for your **whole Visa period** from the day you leave your home country to the day you return to your home country. Please attach a copy. More information in J7.

**E.** Your **Tuition Fees**. Please send to the Account Number. Write who pays the tuition fees.

**F.** Your **Health Profile** must be accurate and up-to-date. It's very important you tell us everything related to your health. Undisclosed information may affect insurance.

H. UNDER 18 students only. Parent/guardian must fill in.

I. UNDER 18 students only, who don't need a Homestay. Parent/guardian must fill in.

**G**, **J**. All Students must **read and understand** the Terms, Conditions and School Policy. Contact us for help with this. **K**. The **Student Fees Acknowledgement** refers to the **Tuition Fees and Refund** information policy, explaining that student tuition fees must be paid to the trustee's trust account. This is safe and protected by New Zealand law. In the event of the school closing, fees paid will be refunded to the student from the trust account. **All Students must TICK 2 boxes at the bottom of page 7** after they have read, understood and agreed to the information.

L. **OVER 18 students** sign the Declaration which declares they have read this whole document, they understand it and they agree to its terms and conditions. A witness must sign too.

L, M. UNDER 18 students and parent/guardian sign the Declaration which declares they have all read this whole document, they understand it and they agree to its terms and conditions. Two witnesses must sign – one for the student and one for the parent/guardian.

N. AEC management signs this section.

Α.	PERSONAL DETAILS - ALL STUDENTS					
1	Family or Surname :			Given Name(s) :		
3	Date of birth (D/M/Y) :			Preferred Name:		
4	Address in Home Country:		5	Gender : Male Female		
			6	Country of Residence:		
7	NZ Home Address:					
8	If not a NZ citizen, do you have Permanent Residency in New Zealand?	Yes No	-	ort ID and Visa attached. Yes No VISA Type:		
9	Passport No: Mobile:			Phone:		
10	Email:					
	B. EMERGENCY CONTACT - ALL STUDENTS Please provide the details of your parent/relative/next of kin whom we can contact in case of an emergency. If you are an international student, this must be a person whom we can contact in your home country.					
1	Name of Parent / Relative / Next of Kin:			Relationship to applicant:		
3	Address in Home Country:					
4	Phone: Mobile:			Email:		

<b>C.</b> 9	C. SERVICES - ALL STUDENTS				
1	Accommodation. Do you wish to apply for Homestay through AEC?				
2.	Homestay. (Only if Yes to C1.)       a)       Do you mind living with cats/dogs in the house?       Yes       No         b)       Do you smoke?       Yes       No       Image: Construction of the provided and the prov				
3	Medical Insurance. By law, international students must have acceptable Travel and Medical Insurance from the day you leave your home country to the day you return to your home country, as well as within New Zealand throughout the length of their visa. You must provide evidence of these when you enroll.         EITHER       I will arrange my own insurance for medical care and travel.       A copy of my insurance policy is attached.         OR:       I would like the school to arrange months' medical and travel insurance on my behalf and bill me for this, together with school fees.				
4		<b>ck Up</b> . Do you want an AEC representative to Yes If YES, you must notify AEC at least 2	meet you at Auckland Airport when you arrive? (Fees apply.) 2 weeks before your arrival date.		
5	Marketing. How did you hear about AEC?         Friend / Family       Agent         D Education Fair/Expo       Social Media         AEC Website       Advertisement (where)				
6	Declaration of Agent. Are you using the services of an Agent for your enrolment application?         No       Yes         If YES, the business name of your Agent is:         Agent's Mobile:    Agent's Email:				
D. (	COURSE DETAIL	S - ALL STUDENTS			
I WIS	I WISH TO ENROL FOR WEEK(S) IN THE FOLLOWING PROGRAMME COMMENCING//20 ENDING//20				
GENERAL ENGLISH IELTS PREPARATION TKT PREPARATION					
E. 1		DETAILS IN AEC TRUST ACCOUNT			
	Please make fees payable to: Account Name: Auckland Edinburgh College Student Trust Account		Third party entitled to receive any refund on account of Student Fees: Name:		
	Account Number: 12-3221-0062751-50		Phone:		
	Bank: Branch:	ASB Bank ASB Bank Property Finance Unit 19 Hargreaves Street, Ponsonby Auckland, New Zealand	Mobile: Address:		
	Swift Code:	ASB BNZ 2A			
	Payer's Name:				

. н	EALTH PROFILE – ALL STUDENTS
	l students must answer questions 1-8 and tick the correct boxes. Please provide additional information where necessary. This relates to our studies at AEC and while participating in indoor and outdoor activities, and excursions. Health information is confidential.
1. ( ( (	Please tick if you have any of the following:       Fits of any kind       Other         Migraine       Colour Blindness       Fits of any kind       Other         Diabetes       Chronic Nose Bleeds       Dizziness
2.	Are you currently taking medication?           No         Yes         If YES, please state the medicine.
3.	Can pain/flu medication be given to you if necessary?           No         Yes         If YES, please state if any kind.
4.	Have you had any major injuries (breaks or strains) or illness (e.g. glandular fever) or disability in the last 6 months that may limit full participation in any activities?           No         Yes         If, YES, please state the illness/injury/disability
5.	Yes       No       Please specify         Prescription medication?
6.	When was your last injection? What was it for?
7.	<ul> <li>To the best of your knowledge:</li> <li>Have you been in contact with any contagious or infectious diseases in the last 4 weeks? Yes No</li> <li>Have you ever had anxiety about heights/darkness/small space/behavior/emotional problems? Yes No</li> </ul>
) ( (	If YES, please state or attach the information.         Declarations by the student (OR parent/guardian if the student is under 18):         Yes       No         I agree that if prescribed medication needs to be administered, a designated adult be allowed to do this.         I will ensure that prescribed medication is clearly labelled.         I will inform the school as soon as possible of any changes in my medical or other circumstances.         (This must happen before the student goes on any school activity.)         I agree to receive any emergency, dental, or surgical treatment, including anesthetic or blood transfusion as considered necessary by the medical authorities present.         I agree that if I am involved in a serious disciplinary problem, including the use of illegal substances and/or actions that threaten the safety of others, I will be sent home at my own expense.
G	S. STUDENT DECLARATION - ALL STUDENTS
pro pro <b>Fe</b> ree	<ul> <li>ivacy: AEC collects and stores information from this form to comply with the requirements of New Zealand law. This is then used to ovide information to specific government agencies or other authorities as necessary. The information is used internally for administration ocesses, research and reporting. AEC observes the principles governing the release of information as set out in the Privacy Act 2020.</li> <li>es: You undertake to pay all fees and charges relating to your enrolment and to meet any collection charges associated with debt covery. Withdrawal and refund will be processed in accordance with AEC's Cancellation &amp; Refund Policy (see pages 5-7 of this document.)</li> <li>iles: You undertake to comply with the published statutes, regulations and policies of AEC.</li> </ul>

Н.	DECLA	ARATIC	NS by the parent/guardian UNDER 18 ONLY.		
	Yes	No	I give my son/daughter permission to participate in outings, excursions and trips that may be arranged for them by Auckland Edinburgh College in New Zealand.		
			I hereby authorize my son/daughter to participate in extreme sports organized by the school,		
	including bunjy-jumping, jet boating, lugging and kayaking.  I agree to indemnify and hold harmless Auckland Edinburgh College, their teachers, agents, employees and the host family or homestay parents from and against any liability or injury my son/daughter may incur while taking part in activities organized by the school.				
			I understand that Auckland Edinburgh College recommends only reputable long standing extreme sports operators to students		
			I give permission to Auckland Edinburgh College to take my son/daughter to medical care if required.		
		$\Box$	I have informed the school of any medical problems that my child has, and appreciate the consequences of not disclosing full medical information.		
			I agree that on the day and time my son/daughter completes their last class at AEC that AEC at that time ceases to have legal responsibility for my child. By then I will have arranged for their ongoing care.		
Ι	CARE	GIVER	INFORMATION (not Homestay) - UNDER 18 ONLY		
AEC v	vill:				
2	<ol> <li>Visit the home of the designated caregiver prior to enrolment to ensure the accommodation is in acceptable condition.</li> <li>Assess whether the designated caregiver will provide a safe physical and emotional environment for the student.</li> <li>Determine that the accommodation does not have more than 4 international students staying in the home.</li> <li>Follow the provisions relating to accommodation as set out in the Education (Pastoral Care of Tertiary and International Learners) Code of Practice 2021.</li> </ol>				
			he designated caregivers/s and establish communication with the caregiver/s.		
			udent at least quarterly to ensure the accommodation is suitable a Police Vet to be undertaken for the caregiver and each person over 18 if the school considers it appropriate		
	3. Refe	er the st	udent, in the case of any concerns regarding their welfare, to the relevant welfare authority or any other agency in New Zealand.		
-			to ensure the safety and welfare of your student in our school.		
l .		-	ns confirm in writing: er/s are 'bona fide' relatives or close family friends.		
2		-	t AEC immediately if this caregiver arrangement changes.		
			esponsible for the student's day-to-day care when the student is in the custody of this caregiver.		
4	I. The	caregiv	er is subject to AEC's approval.		
Careg	iver's Na	me(s) in	Auckland:		
Dalat					
			nt:		
Addre	Address (in full):				
Phone	e (Home)	:	Mobile:		
Dates	in care f	rom	/ to/		
-					

## J. ENROLMENT, PAYMENT, WITHDRAWAL AND REFUND POLICY, COMPLAINTS PROCEDURES

**Code**<u>:</u> Auckland Edinburgh College (AEC) has agreed to observe and be bound by The Education (Pastoral Care of Tertiary and International Learners) Code of Practice 2021. Copies of the Code are available on request from our school or from the NZQA website at http://nzqa.govt.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 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.health.govt.nz/

Accident Insurance is provided by the Accident Compensation Corporation (ACC) for all New Zealand citizens, residents and temporary visitors to New Zealand, but you may still be liable for all other medical and related costs. The ACC website is http://www.acc.co.nz

**Student Fees Protection:** Student fees are held in a special Trust Account by an Accountant. This is an NZQA approved method for protecting students' fees in the event of: failure to obtain a study visa, withdrawal of a contracted course of study, or in the unlikely regulatory closure or withdrawal of accreditation of the College. The Accountant transfers the fees to the college on a pro rata basis, monthly, in arrears. Bank account details as above.

### To Enrol at Auckland Edinburgh College (AEC):

- Students approach Auckland Edinburgh College (AEC), or one of AEC's contracted agents.
- $\circ$  A full enrolment pack will be given to the student in the student's first language where available.
- A student advisor or the Agent assists the student to complete the enrolment form and then submit it. If the student is under the age of 18, the student or the Agent must supply contact details of the parents and/or the guardian, so AEC can establish communication arrangements with the parents or guardian.
- On receipt of the completed enrolment form, AEC will issue a letter of Offer of Place which is required for a student visa application. Christmas and New Year are included in the AEC's annual shut down period of two weeks, and course length will automatically cover the two weeks' period where applicable.
- o On receipt of the full payment in the form of cash, cheque, bank draft or internet transfer, AEC will issue a full payment receipt.
- Overseas students must notify AEC on receipt of the student visa, and confirm the visa start date, and airport pickup time, and homestay accommodation.
- Students must complete Registration at AEC Level 7 Reception before they begin the course. Registration includes:
  - Enrolment Application form completed and signed by all. Student's passport and visa/permit verified and copied.
  - Payment of Fees by student (if not already paid.)
  - For international students, evidence of travel and medical insurance from the date of leaving their home country until the date they arrive back in their home country.
  - An English Placement Test to determine the class level most appropriate for the student's ability.
  - Purchase of Course Books.
- Students cannot begin a course until registration is complete.

### **Enrolment Policy**

1. **Enrolment** is subject to the following conditions which become legally binding by AEC on confirmation of the acceptance of a student. a) All requirements for registration stated above must be met.

- b) Enrolment is completed only when AEC receives full payment of fees.
- c) Conditions of enrolment can only be changed at the discretion of AEC Management.

d) Students must disclose all relevant information, especially health matters, for their care and safety. Undisclosed information may affect insurance.

2. Payment.

a) All fees, including Goods & Services Tax (GST), are received and refunded in New Zealand dollars. AEC is not responsible for any currency fluctuations between enrolment and issuing of refunds.

b) All fees are calculated on complete weeks including weeks with public holidays. Exemption is made for a consecutive 2 weeks' annual holiday which covers Christmas and New Year's Day. Any part of a week is counted as a full week.

c) The Registration fee is non-refundable.

d) Course fees are deducted from the first day on which a student's attendance on a course is required.

e) All fees are non-transferable to other institutions or students.

## 3. Withdrawal & Refund Procedures

a) The amount of refund depends on the length of the course of study (period of enrolment) and on the time period before withdrawal, as summarised in the following table:

Period of enrolment	1-34 days		35+ days		More than 3 months	
Withdrawal period	Within the first 2 days of the course	After more than 2 days	Within the first 5 days of the course	After more than 5 days	Within the first 10 days of the course	After more than 10 days
Amount of refund	50% of tuition fees paid	No refund	75% of tuition fees paid	No refund	75% of tuition fees paid	No refund

Note: The total fee refundable in the table above relates only to tuition fees paid to AEC, it does not include registration fees, book or material fees, airport pick up charges or accommodation fees, which either not refundable or as otherwise stated in this document. b) All applications for withdrawal and/or refund must be submitted in writing with all original documents.

c) Any refunds must go to the person from whom AEC received the monies, unless written authority to refund direct to the student is received by AEC from the sponsor.

d) On withdrawal, AEC will advise the New Zealand Immigration Service. The official receipt and Offer of Place document must be returned to AEC before any refund will be made.

#### 4. Homestay

a) Once a student commences in a homestay, no refunds can be given for less than 4 weeks, unless the period of study is shorter than 4 weeks.

b) Students under the age of 18 must stay with Homestays/Designated Caregivers for the length of the courses enrolled on.

c) Non-advice of a late arrival will require a homestay payment from the advised arrival date.

d) The homestay arrangement fee is non-refundable once the arrangement has been made.

e) Accommodation is guaranteed for the period of time covered by accommodation fees received and held by AEC.

## 5. Attendance and Discipline

a) The student is expected to attend all lessons, be on time and behave in a responsible manner at all times.

b) AEC reserves the right to expel any student who breaks New Zealand law or AEC rules, or fails to attend 100% of their enrolled course. The student will be given one verbal warning and two written warnings in an attempt to remedy the problem prior to expulsion. Breach of New Zealand law will lead to immediate expulsion.

c) In the case of expulsion, AEC will advise the New Zealand Immigration Service and fees will not be refunded.

d) More detailed information is contained in the "School Policy" which is available at http://en.nzaec.com/school-policy/ 6. Leave

a) Students enrolling on courses of 13 weeks or more may apply in writing for leave. Fees will be deferred only if the leave is on a whole week basis. Applications must be submitted at least 1 week in advance.

b) Students under the age of 18 must advise their Homestays/Designated Caregivers and AEC of intended travel arrangements.

### 7. Insurance

a) International students enrolled with AEC for 2 weeks or longer must have medical and travel insurance while studying in New Zealand from the day you leave your home country to the day you return.

b) Medical care must include diagnosis, prescription, surgery and hospitalization. It also must include 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. The student must also be covered for death. This includes the travel costs of family members to and from New Zealand, cost of repatriation and expatriation of the body, as well as, funeral expenses.

c) AEC can provide assistance in obtaining this insurance if students wish, although AEC is not responsible for any sickness, damage or loss incurred while at school or on school activities.

### 8. Student Welfare

All students are welcome to discuss concerns regarding their study, accommodation, visa requirements, further study and other issues with staff.

## 9. Student Grievance Policy

a) Complaints should be directed firstly to the reception staff or student advisors, and then to the Head of the relevant department. If a student is unhappy with the outcome, the matter will be referred to the Board of Directors and their decision will be final. b) Should a student believe the matter has not been resolved by AEC fairly, the student may refer the matter to the New Zealand Qualifications Authority (NZQA) http://www.nzqa.govt.nz/ or phone iStudent Complaints on 0800 006 675 or email risk@nzqa.govt.nz

**10. EER and NZQA Ratings of AEC**. AEC is the trading name of Daniel Education Ltd.

NZQA has given AEC a **Category 1** rating and have stated that:

NZQA is Highly Confident in the educational performance of Daniel Education Limited

#### NZQA is Confident in the capability in self-assessment of Daniel Education Limited

#### K. STUDENT FEES ACKNOWLEDGEMENT

#### The purpose of the Student Fees Acknowledgement below is to make sure that:

- you understand what happens to any refunds (if there are any) of your student fees, if your course closes, or if you fail to obtain a study visa, or 1) if you voluntarily withdraw.
- 2) you provide the necessary information about yourself and your student fees.

#### By signing the Student Acknowledgement form below, you are agreeing that:

- 1) You understand that if your course closes (a Course Closure Event) or you withdraw or you fail to obtain a study visa, it will be the Trustee's duty to make sure the correct amounts of any refunds (if there are any), are distributed in accordance with the law and the New Zealand Qualifications Authority Policy. As such, your refunds may need to be paid to another PTE if you enrol in another course (the Alternative Provider), your student loan provider such as Study Link (the Loan Provider), yourself, or anyone else who should be paid your refund (such as any person who may have paid your fees for you) (the Third Party).
- You understand that your personal information about yourself will be given to your PTE, the New Zealand Qualifications Authority and your 2) Trustee.

Please read the following Student Acknowledgement carefully before signing. Capitalised terms used in this agreement shall have the meaning as defined in the Student Fee Protection Standard Trust Deed between the PTE and the Trustee, a copy of which has been made available to me by the PTE and the Trustee (the "Deed.")

- 1) I declare that I am enrolling as a Student at Auckland Edinburgh College (PTE) and I wish to pay my Student Fees to Boaz Ltd as Trustee to be held in the Trustee's Auckland Edinburgh College Student Trust Account as an individual trust for protection of my Student Fees paid to the PTE.
- 2) I will pay my Student Fees to Boaz Ltd and authorise the Trustee to apply the Student Fees (and any interest) in accordance with the provisions and terms of the Deed and in the manner set out in the periodic payment schedule produced by the PTE from time to time. 3)
  - I understand that after I sign this document I cannot withdraw this authorisation to the Trustee. I acknowledge and agree that:
    - If a Course Closure Event occurs and I transfer to an Alternative Provider with the approval of the Qualifications Authority, an amount agreed a) by me, up to the amount of Student Fees held on trust attributable to me will be transferred from the Trust Fund to that Alternative Provider;
    - In the event that I withdraw from the course or a Course Closure Event occurs and I owe money to a Loan Provider in respect of that Course, b) the Trustee is authorised to repay the amount of Student Fees held on trust attributable to me, less any amount transferred to an Alternative Provider, directly to that Loan Provider to the extent required to settle the amount due to the Loan Provider;
    - Subject to 3(b) above, in the event that I withdraw from the Course, the Trustee will refund such Student Fees to me in accordance with the c) provisions of the Education and Training Act 2020 and the PTE's own refund policy;
    - In the event that I withdraw from the Course or I fail to get a Study Visa or a Course Closure Event occurs and the Trustee refunds any d) amount directly to me, the Trustee will refund the amount attributable to me by way of direct credit to my bank account or cheque posted to my last known postal address notified to that Trustee;
    - If another party is entitled to receive any refund of the amount attributable to me, I will provide the Trustee with the contact details of that e) party to which the refund should be sent;
    - f) Personal information about me and information about my Student Fees may be supplied by the PTE to the Qualifications Authority, Auditor and the Trustee and by the Trustee or Auditor to the Qualification Authority;
    - After the payments contemplated in (a), (b), (c) and (d) above have been made, the trusts on which the Trustee was holding the Trust Fund g) will have been discharged;
    - h) Any interest earned on the Trust Fund prior to payment under (a), (b) (c) or (d) above will vest in and be payable to the PTE for its own benefit, and I will have no claim to such interest.

Important: The Trustee will not protect your Student Fees unless they are paid to the account referred to under Bank Account Details (Section E above.) Please advise your bank to note that the payment is made on your behalf.

#### STUDENT'S DECLARATION of Statutory Requirements and Student Fees Acknowledgement:

- As a prospective student of AEC, I confirm that I have received a copy of this Statutory Information Statement and information referred to under K above.
- I declare that all the information I have supplied on and with this Enrolment Application Form is true and complete. ii
- iii I acknowledge that AEC may cancel my enrolment if false or insufficient information has been supplied, or required information is not given by the due date.
- I undertake to provide my address and contact details at all times, and an up-to-date copy of my student permit/visa.
- I have read through AEC's Prospectus for the year thoroughly and accept AEC's policies. I hereby agree to abide by the conditions stated in this form and I consent to the disclosure of personal information as described.
- I have been informed of AEC's EER Category and NZQA's Statements of Confidence in AEC. vi

I have read, understand and agree about Student Fees (on this page): 🔲 (TICK) (ALL students must tick this box.)

EITHER:	I am UNDEF	R 18 years.	
OR:	I am OVER	18 years.	$\Box$

© Auckland Edinburgh College

L.	STUDENT DECLARATION.
	The Student's signature confirms agreement with information given on pages 1-8 of this document

Date:		
STUDENT signature:	WITNESS signature:	
Name of Student:	Witness Name:	
	Occupation:	
	Address:	

M. PARENT/GUARDIAN DECLARATION (for students under 18.) The Parent/Guardian's signature confirms agreement with information on pages 1-8 of this document.		
Date:		
PARENT/GUARDIAN of student signature:	WITNESS signature:	
Name of Parent/Guardian:	Witness name:	
Occupation:	Occupation:	
Address:	Address:	
Mobile Phone:		
Email:		

N. Executed as a Deed by Auckland Edinburgh College		
Director/Authorised Signatory:	Name of Director/Authorised Signatory:	
This agreement is executed as a Deed and is dated the	day of 20	