

Contract of Enrolment *Applies to schools and colleges registered as Private Training Establishments (PTEs)*

Enrolment is subject to availability of places within the School/College. If the School/College reserves a place for a student and offers enrolment, then subject to payment, this Contract of Enrolment is binding as a contract on the School/College and the student. This Contract of Enrolment will incorporate the statutory terms summarized on page 8 (Statutory Terms). This Contract of Enrolment shall be governed by and construed in accordance with the laws of New Zealand.

Payment of fees

- All fees must be paid in full prior to course commencement.
- Places are not guaranteed until the tuition fees have been paid in full.
- No student shall continue to be enrolled unless the appropriate tuition fees have been paid.
- Up to 25% of tuition fees relate to pre-arrival services such as interpreting and translation, assistance with formalities relating to immigration procedures, travel to, and accommodation in New Zealand and marketing recruitment costs. These fees will be retained by the School/College.

• Payments may be made in New Zealand Dollars, US Dollars or Euros to the bank account, or by cash/bank cheque. Bank drafts and telegraphic transfers or cheques should be to the credit of the ACG Student Fees Trust Account (or other nominated trust account). The student's name and Programme identification number must be entered on the document and quoted by the remitting bank.

- When payments are made by telegraphic transfer, the bank charges are debited to the student.
- On receipt of a payment in US Dollars or Euros, the student will be credited with the NZ Dollars equivalent amount based on the prevailing Westpac Telegraphic Transfer exchange rate, less any bank charges. Any deficit arising from a fluctuation in exchange rates must be met by students upon their arrival. Any surplus shall be held on behalf of the student as a credit towards future tuition and other fees.
- Payments by ACG approved credit cards will attract an additional fee of 2.0 percent. Payments must be arranged using the ACG Credit Card Payment Form.

- Course related fees from a student whose study plan includes a course at an ACG College will be transferred to the nominated Trust Account, where they will be held until the end of the tenth (10th) working day of the student's course, up to which refunds may be made according to the refunds policy stated below.
- A request to pay the course fees in instalments may be approved by the ACG Registrar (in his or her sole discretion). This will attract an additional payment equivalent to 6 percent of the course fee. Applicants should be aware this may impact on the length of the student visa granted by Immigration New Zealand.

Refund policies

Tuition fees

Up to 25% of tuition fees may relate to costs incurred through pre-arrival services such as interpreting and translation, assistance with formalities relating to immigration procedures, travel to, and accommodation in New Zealand. Where stated, these fees will be retained by the School/College.

Subject to the terms of the Education Act 1989, a full or partial refund of Fees may be payable by ACG (on application by the Student) in the following circumstances:

- The repayment of excess prepaid fees, either:
 1. at the end of their final course; or
 2. before the end of the course, if the student is in his or her final programme, all tuition fees have been paid, the student is over 18 and all School/College guaranteed accommodation has been prepaid.
- If the School/College withdraws an Offer of Place, or is unable to provide the course (including if the School/College ceases to be a signatory or provider (as those terms are defined in the Education Act 1989), all tuition fees are fully refundable.
- If a Conditional Offer of Place is made and the academic condition is not met, tuition fees are refundable less any costs incurred by the School/College prior to the School/College becoming aware of the academic condition not being met.
- Where an Offer of Place was made and the visa application declined by INZ, tuition fees are refundable less any costs incurred by the School/College prior to the School/College becoming aware of the visa not being granted.
- A notice of withdrawal due to exceptional cir-

cumstances may, at the sole discretion of the ACG Registrar, be accepted as grounds for a refund of tuition fees. The ACG Registrar may require documentary evidence in support of the application for the refund, and a refund may not be made if the written notice of withdrawal is unreasonably delayed. Exceptional circumstances may include: inability to obtain a student visa; serious illness or disability of the student; death of a student or close family member (parent, sibling, spouse or child); and, political, civil or natural event that prevents arrival of the student. In the event of a withdrawal from a course/s 10 or more working days after course commencement, the School/College will deduct any fees which have been paid or incurred by the School/College or other representatives (including the student's representative/agent fees). The cost of any additional services that were completed prior to withdrawal will also be retained.

• If a notice of cancellation/withdrawal is made in writing to the ACG Registrar. The percentage of fees payable as a refund will be calculated in accordance with the following table:

For programmes, one term, 3 months or longer in length:
Full refund of all fees
Notice received by the School/College 21 working days or more prior to the course commencement
School/College to retain 25% of tuition and course related fees paid
Notice received by the School/College up to the 10th working day following course commencement
No refund
Notice received by the School/College from the 11th working day following course commencement
For programmes, less than one term, 3 months:
Full refund of all fees
Notice received by the School/College 6 working days or more prior to the course commencement
School/College to retain 25% of tuition and course related fees paid
Notice received by the School/College up to the 5th working day following course commencement
No refund
Notice received by the School/College from the 6th working day following course commencement

Notes: Commencement of the course is inclusive of orientation days, at which attendance is required.

The Education Act 1989 provides for minimum refund thresholds in certain circumstances. As at July 2015, the refunds payable according to the table above fell within the thresholds determined by the Education Act 1989. If the minimum refund thresholds in the Education Act 1989 are adjusted downwards, the table above will be deemed to be adjusted downwards in order that the School/College's refund policy continues to comply with the relevant thresholds.

Delay to the start date of a cookery programme placement may incur penalties

Students are able to secure a place in a cookery programme by paying their tuition fees in full within 30 days of an unconditional offer being provided. If student at a later stage requests to delay their start date they must write to the ACG Registrar with reasons to obtain support for the delay. A delay may also require a change of a student visa. The penalties may be applied at the discretion of the ACG Registrar if we are unable to fill the space reserved for you. The penalties will be:

- A change received in the last 10 days before course commencement - an additional charge equivalent to 10 percent of the quoted tuition cost will apply.
- A change received within the first 3 days after the advertised course commencement date - an additional charge equivalent to 15 percent of the quoted tuition cost will apply.
- A change requested within the first 4 to 10 days after the advertised course commencement date - an additional charge equivalent to 20 percent of the quoted tuition cost will apply.

Other fees

• Accommodation fee refunds will be made after a student ceases Homestay accommodation following deduction of any fees or expenses owing in respect of accommodation and on release of ACG from any guarantee it has given to Immigration New Zealand.

Living expenses held when a student leaves

ACG may be refunded following a full reconciliation of that student's living expenses.

No refunds

- The School/College will not refund the tuition fees of any student whose Offer of Place is withdrawn through the supplying of incorrect and/or fraudulent documentation.
- The School/College will not refund the tuition fees of any student who is removed from the School/College roll through non-attendance and/or is expelled by the College Board.
- Any excess fees or other funds that remain unclaimed for a period of one year or more from the end of a student's final programme will be forfeited.

Payment of Refunds

- Refunds will be made by bank draft/telegraphic transfer in New Zealand Dollars or foreign currency equivalent at the time of the refund.
- The bank draft/telegraphic transfer will be made out to the student and sent to the student's home country address, unless other arrangements have been approved by the ACG Registrar. This is usually within 10 working days of an application for a refund being received and the correct bank account information being provided.

Miscellaneous

Intellectual property

All intellectual property created by the student while attending the School/College will be owned exclusively by and for the benefit of the School/College.

Infringement of rules or laws

An Offer of Place may be withdrawn if a student obtains entry through supplying incorrect/fraudulent documentation.

If a student does not comply with the School/College and Accommodation Rules (as amended from time to time), the School/College reserves the right to suspend or expel the student.

Recognition of prior learning

The School/College has a policy covering the recognition of prior learning. Applications for recognition of prior learning must be made on the prescribed form and be received by the School/College 5 working days prior to the commencement of study. No late applications will be considered.

Student accommodation

- International students under the age of 18 are required to live with a parent, live in ACG Homestay or live with a Designated Caregiver which ACG approves.
- Designated Caregivers will be police vetted and ACG must undertake and approve a home visit. While the student is under the age of 18 ACG will undertake home visits of all students.
- Students who are under 18 and who live with a parent or with an approved Designated Caregivers are required to pay the U18 Accommodation Guarantee and Service Fee.
- The minimum length of student accommodation normally provided by the School/College is 8 weeks. Transport to and from the School/College is not included. Please note that a minimum advance payment of 24 weeks student accommodation is normally required for long term students. Advance payments of up to 40 weeks may be applicable to students from certain countries, as per visa regulations issued by Immigration New Zealand. Such fees will be held in support of any guarantee ACG has been required to give to Immigration New Zealand.
- Fees for Homestay or other accommodation paid to ACG will be held by ACG Student Fees Trust for the student and released as required for payment of accommodation expenses.

Living expenses

Money paid to ACG for student living expenses will be held by ACG Student Fees Trust and released to students at a rate of \$1250.00 per month or on such other basis as may be agreed between ACG and the student's guardian (or the student, if the student is over 18).

Complaints procedure

The School/College has a set procedure to resolve complaints. If the complaint is unable to be resolved satisfactorily within the School/College it can be taken to the Campus Principal or sent in writing to the ACG Registrar. If it is still not resolved then the complaint can be taken to NZQA. NZQA is a government organisation and they can provide an independent assessment of the complaint. Students can download the complaint form from: <http://www.nzqa.govt.nz/assets/About-us/Complaints-Form.pdf>. Completed complaint forms, along with any supporting evidence, can be sent to:

The Complaints Officer
Quality Assurance Division
New Zealand Qualifications Authority
PO Box 160, Wellington 6140

or email or scan the completed form along with scans of any supporting evidence to: qadrisk@nzqa.govt.nz

For more information on the complaint process, students can contact NZQA on 0800 697 296 or refer to the Student Handbook.

Medical and travel insurance

International Students must have current medical and travel insurance which meets ACG's approved requirements while studying in New Zealand.

Obligations of the School/College

- The School/College undertakes to provide tuition as set down from time to time in the prospectus.
- The School/College may decline to offer a subject if there are insufficient students wishing to study it or there is no staff member available to teach the course. At times, it may also be necessary to close the roll in a subject if it is deemed to be full by the School/College Board.
- The School/College does not guarantee a position of employment or internships if you have a criminal conviction which may prevent you from being offered employment with a company.
- The School/College cannot be held responsible for conditions of post study employment imposed by employers and airlines. The School/College cannot provide advice but can direct you to sources of employment advice.

• The School/College reserves the right to alter a course if deemed necessary and is not liable to any student if contracted services cannot be provided for any reason beyond the control of the college, such as the withdrawal of an agreement from a supplier (e.g. an airline), political unrest, industrial action etc.

• The School/College advises that in programmes which include practical training and/or internships students must meet the requirements for English language proficiency, grooming, dress, attendance and good conduct. Please refer to the Student Handbook for more details.

• The School/College advises that in some programmes there are designated uniform/dress requirements. To be able to participate students must meet the grooming standard.

• The School/College advises that specified criteria as advised by the lecturer/teacher must be reached before students can participate in trips outside of the School/College, including field trips, work experience or complete flight attending. Failure to meet these criteria will result in students being unable to participate, with no refund payable.

• The School/College advises that if students are absent from class a medical certificate is required before a make-up class can be attended. The School/College will advise when make-up classes can be attended and who may attend. Failure to meet School/College directions will mean students cannot complete the programme.

Liability

To the fullest extent permitted by the Consumer Guarantees Act 1993 or otherwise at law or in equity, the College's liability, whether arising as a result of any breach of this Contract of Enrolment or on any other ground or basis (including liability as a result of negligence), will be limited to the fees actually paid by the student or the applicant(s) or any other person (in respect of the student's or the applicant(s) tuition) to the College. Under no circumstances will the College be liable for indirect or consequential loss or damage of any kind (including loss of profits).

Amendments

- As at September 2017, every attempt was made to present accurate information (including the fees) in this application form.
- ACG reserves the right to change the programmes it offers and the fees, terms and conditions applicable to those programmes. ACG will give students reasonable notice prior to making such a change. Where such a change has a material adverse effect on the student, the student may terminate this Contract of Enrolment by giving notice to the College within two weeks' notice of being informed of the change. Where the student terminates this Contract of Enrolment, the student will be entitled to receive a refund of any funds paid which relate to the period after the termination date.
- For the avoidance of doubt, the fees and material terms and conditions which apply at the time that the student is offered and accepts enrolment to a School/College will apply throughout that enrolment.
- For the most up to date fees and course information, please refer to our website: acgedu.com