

Terms and Conditions of Enrolment

The following Terms and Conditions of Enrolment are effective from 1 November 2010. Terms and Conditions are subject to change and in this case reasonable effort will be made to notify agents and students in advance. Please refer to www.waikato.ac.nz/pathways/programmes/enrolment/terms.shtml for amendments and updates. Definitions of abbreviations used throughout the Terms and Conditions are as follows:

UWPC = University of Waikato Pathways College; UOW = University of Waikato; CAEL = Academic English (Certificate of Attainment in English Language); GE = General English; INZ = Immigration New Zealand; NZ\$ = New Zealand Dollar; T&C = Terms and Conditions of Enrolment.

1. ENROLMENT

- 1.1 A student applies for and is offered a place at the UWPC based on a Study Programme. A Study Programme consists of one or more of the following:
 - 1.1.1 an agreed number of blocks of CAEL
 - 1.1.2 an agreed number of weeks of GE
 - 1.1.3 any combination of GE and CAEL
 - 1.1.4 Summer School
- 1.2 A student applying to study at the UWPC must fill in a UWPC application form and submit this to the UWPC by fax, email, post or via the UWPC website.
- 1.3 Each student must sign the Student Declaration on the application form to confirm his/her understanding and acceptance of the T&C. Submission of an application via the UWPC website is deemed to show understanding and acceptance of the T&C. Any student who has applied via the UWPC website will be required to sign the Student Declaration on arrival at the UWPC.
- 1.4 An application fee is payable for every new Study Programme a student enrolls in.
- 1.5 After an application is received by the UWPC, a student may be offered a place. This offer is confirmed upon:
 - 1.5.1 issue of receipt for payment of fees in full; and
 - 1.5.2 a place being available at the time that a receipt is issued for payment of fees.
- 1.6 As places are limited, priority may be given to a student intending to enrol in a UOW qualification.
- 1.7 The UWPC reserves the right to decline an enrolment.
- 1.8 Any student who has enrolled through an agent may not change to another agent at any time during his/her first enrolment period unless the UWPC receives written confirmation that the original agent agrees to the change.
- 1.9 In special circumstances the UWPC Manager may allow a deferment of a confirmed place. In this case no subsequent refunds are possible and an application fee will be charged.
- 1.10 Failure to pay any outstanding fees may result in exclusion from class and usual student benefits until such fees are paid.
- 1.11 If a holiday falls during a student's study period, 3 or 4 days of classes still constitutes a full week.

2. HOMESTAY ACCOMMODATION

- 2.1 The minimum period of homestay is 4 weeks, unless your period of study is less than this. If students cancel their enrolment or homestay at any point up to 7 days after their entry date, and their homestay has been arranged by The University of Waikato or its contracted agent, then the students will receive a refund of living expenses paid less 4-weeks homestay fees.
- 2.2 If students do not advise of late arrival, they will be required to pay homestay fees from the originally advised arrival date.
- 2.3 If students do not advise of non-arrival, they will be required to pay one week's homestay fees from the originally advised arrival date.
- 2.4 If students cancel their enrolment or homestay before The University of Waikato has arranged their homestay, they will receive a refund of living expenses paid.
- 2.5 Student may receive a full refund of living expenses paid to The University of Waikato if we cannot find them a placement.
- 2.6 After the required 4-week period, a minimum of 7 days notice is required to cancel homestay accommodation. Where less than 7 days notice is provided, up to 7 days homestay fees will be charged.
- 2.7 After the required 4-week period, students over the age of 18 will be required to pay their homestay fees directly to the family. After the required 4-week period any living expenses paid to The University of Waikato for the purposes of homestay will be refunded to students over the age of 18.
- 2.8 If the course of study is 12 weeks or fewer, students may contact the Homestay Co-ordinator to request the University of Waikato continue paying the host family directly. Students must advise the Homestay Co-ordinator before the end of the required 4-week period.
- 2.9 Request for homestay accommodation is processed once homestay fees have been received.
- 2.10 Once the placement process has begun, the homestay placement fee is non-refundable.

3. REFUNDS

- 3.1 The application fee is non-refundable, except in the circumstance detailed in 3.2.3 below.
- 3.2 Full refunds will only be given if:
 - 3.2.1 INZ has refused to grant a student visa for study in New Zealand. A refund of tuition fees and the accommodation registration fee will be given. Students from the People's Republic of China are advised not to pay before INZ has granted approval in principle.
 - 3.2.2 a visa extension is refused by INZ. A refund of tuition fees and the accommodation registration fee will be given.
 - 3.2.3 the UWPC is unable to provide a place for the student. A refund of tuition fees, the accommodation registration fee and the application fee will be given.
- 3.3 Partial refunds will only be given if a student cancels his/her Study Programme by 4.00pm on the first Friday after his/her Monday start date, or by 4.00pm five working days from and including the start date. The amount of the refund will be the unused portion of the tuition fee less a cancellation fee of 10% or NZ\$1,000 whichever is less. A student cancelling after 4.00pm five working days from his/her start date is not entitled to any refund, transfer or deferment of their Study Programme.
- 3.4 In special circumstances the Director, SASD may approve a partial refund on compassionate grounds.
- 3.5 Approved refunds will be paid as follows:
 - 3.5.1 Students who have a student visa for the duration of their original Programme of Study must provide evidence of a revised student visa in line with their new Programme of Study before any refund can be processed.

- 3.5.2 Where a student with an approved refund is to attend an institution in New Zealand, the University of Waikato will transfer the refund portion to the institution, upon receipt of a formal letter of offer or invoice which confirms the student's acceptance into a qualification. If the student has already paid his/her tuition fees at the other institution, the University of Waikato will refund the fees upon written confirmation from the other institution that the fees have been paid. It is the student's responsibility to provide the necessary documentation from the other institution. The University of Waikato will notify INZ that the student has not fulfilled the obligations of their visa by completing their enrolment at the University of Waikato.
- 3.5.3 Where a student is not enrolling in another institution and cannot obtain a revised student visa, an overseas bank draft will be posted to the nominated overseas address at the conclusion of their revised Programme of Study. The University of Waikato will notify INZ that the student has not fulfilled the obligations of their visa by completing their enrolment at the University of Waikato.
- 3.6.4 A student who has enrolled at the UWPC through an agent will have the refund either credited to that agent's bank account or a cheque will be sent to that agent. It is the student's responsibility to negotiate the refund with his/her agent.

4. AIRPORT TRANSFERS

- 4.1 All airport pick-ups must be booked at the time of application or at least 10 days prior to arrival in New Zealand.
- 4.2 Pick-up will only be arranged if transfer fees have been paid prior to arrival in New Zealand.

5. ATTENDANCE

- 5.1 If a student is going to be absent from class, he/she must advise the UWPC reception.
- 5.2 If a student is absent from class after three consecutive days for medical reasons, he/she must provide a medical certificate.

6. COMPULSORY MEDICAL AND TRAVEL INSURANCE

- 6.1 All International Students must have appropriate and current Health and Travel Insurance. Your insurance must be continuous for your full period of study in New Zealand. Without appropriate insurance you will not be able to enrol. This is a requirement of New Zealand Ministry of Education's Code of Practice for the Pastoral Care of International Students (the Code). The Code is very specific about students' requirements for cover while they are in New Zealand and can be viewed on www.minedu.govt.nz/

7. VISAS

- 7.1 An international student has the responsibility to ensure he/she has the correct visa to study at the UWPC. It is the student's responsibility to change his/her visa status with INZ if necessary, and advise the UWPC of any changes.
- 7.2 Where an international student cancels or withdraws from his/her enrolment and does not transfer to another UOW qualification, the UWPC will advise INZ. Students must be aware that cancelling their enrolment will affect their visa status.
- 7.3 INZ will be advised of any student whose enrolment is terminated.

8. DISCIPLINE

- 8.1 A reasonable standard of behaviour is required of students of the UWPC. Misconduct, including damage to the UOW property, cheating, harassment, disruption in class and/or in homestay, any activity that is likely to discredit the UOW, or any other serious misconduct may lead to termination of enrolment by the UWPC and forfeiture of fees. When this occurs the Discipline Regulations, as set out in the UOW Calendar, will be applied (see <http://calendar.waikato.ac.nz/> for details).
- 8.2 Students are also expected to comply with the laws of New Zealand. Failure to do so and/or failure to comply with applicable UOW rules and UWPC procedures may lead to the expulsion of the student and forfeiture of tuition fees.

9. THE PRIVACY ACT 1993

- 9.1 Personal information requested by the UWPC is required to enable it to fulfil its functions under the Education Act 1989. Within the UOW relevant personal information about students will be available to those members of the UOW staff responsible for functions as set out on the UOW Application to Enrol (ATE) form (see www.waikato.ac.nz/sasd/guide/#enrol for details), including providing support and welfare to students in emergency situations. Relevant information will also be made available to external agencies as set out in the UOW Application to Enrol (ATE) form and in the Code of Practice for the Pastoral Care of International Students, including homestay families, recruitment agents and parents.
- 9.2 The UOW will collect, update, use, store, disclose and exchange personal information in accordance with the provisions of the Privacy Act 1993. The UOW will make available to students on request the personal information it collects, and it will make any appropriate corrections to that information to ensure it is correct. Any further questions about the implications of collection, holding, use and disclosure by the UOW of any of students personal information should be directed to the University Privacy Officer, c/- The Vice Chancellors Office, UOW, Private Bag 3105, Hamilton 3240.

10. EXPIRY

- 10.1 These T&C replace all previous T&C published by the UWPC.
- 10.2 These T&C will expire on 31 December 2011.