

## Enrolment Form/Tuition Agreement 2023

### PERSONAL INFORMATION

Family Name:  Given Name:

Gender:  M  F  Other Date of Birth:

Address in New Zealand:

Phone in New Zealand:  Email:

Have you completed any English tests or English courses at any other education provider(s) in NZ before?  
 Yes (Please provide details below)  No

Name of Course/test:  Year Awarded:   
 (Please provide a copy of your course certificate/test results if you have ticked YES.)

Have you used an education consultant or agent when applying for this enrolment?  
 Yes (Please provide details below)  No

Company Name:

Contact Person:  Email:

### ADDITIONAL INFORMATION FOR INTERNATIONAL STUDENTS ONLY

Address in Home Country:

Phone in Home Country:  Nationality:

Passport Number:  Passport Expiry Date:

If you are already in New Zealand, what type of visa you are currently holding:  
 Student Visa  Work Visa  Visitor Visa  NZ Permanent Resident Visa  Other: \_\_\_\_\_  
 (Please provide a copy of your visa if you have ticked any of the options above.)

### NEXT OF KIN/EMERGENCY CONTACT (Please provide an NZ contact person)

Full Name:  Relationship to Applicant:

Phone:  Email:

Address:

### COURSE DETAILS

Course	Type	Start Date	End Date	Weeks/Hours
<input type="checkbox"/> General English - Day Class	<input type="checkbox"/> Full-time <input type="checkbox"/> Part-time	<input type="text" value="dd/mm/yy"/>	<input type="text" value="dd/mm/yy"/>	<input type="text"/>
<input type="checkbox"/> General English - Night Class	<input type="checkbox"/> Full-time <input type="checkbox"/> Part-time	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="checkbox"/> IELTS Preparation	<input type="checkbox"/> Full-time <input type="checkbox"/> Part-time	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="checkbox"/> PELT - General English		<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="checkbox"/> PELT - IELTS Preparation		<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="checkbox"/> PELT - Tailored English Tutoring	<input type="checkbox"/> VIP 1-1 <input type="checkbox"/> VIP 1- 2	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="checkbox"/> PTE Training Course		<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="checkbox"/> Tailored English Tutoring		<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="checkbox"/> Duolingo Training Course		<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="checkbox"/> IELTS Exam Skill Course		<input type="text"/>	<input type="text"/>	<input type="text"/>

## ADDITIONAL SUPPORT

Do you have any medical condition(s), disabilities, long-term illnesses, or specific learning needs that need to be taken into consideration by the institute?

Yes (Please provide details below)  No

## ACCOMMODATION

Do you require assistance with accommodation?

Yes (Please contact us to discuss your requirements)  No, I will organise my accommodation myself

## AIRPORT TRANSFER

Do you want Zealive Institute of New Zealand to pick you up from the airport?

Yes (Please provide your flight details below)  No

Airline:  Flight Number:   
Arrival Time:  Arrival Date:

## STUDENT CARD

Zealive Institute has partnered with StudentCard ([studentcard.co.nz](http://studentcard.co.nz)) to offer students a discount card that provides them with discounts on many products and services in New Zealand. A student card is also essential for applying for student concession for public transport in Auckland.

Do you want to order a ZINZ student card? The price of a student card can be found on our website.

Yes  No

## INSURANCE

As a signatory to the Education (Pastoral Care of Tertiary and International Learners) Code of Practice 2021, Zealive Institute of New Zealand requires that all international students studying for 2 weeks or longer must have appropriate insurance for the duration of their enrolment and including travels to, from, or within New Zealand outside the enrolment period.

I want Zealive Institute of New Zealand to arrange my travel/medical insurance

Preferred Insurance:  Southern Cross  Orbit Protect

Insurance Start Date:

(The date should be the date you depart from your country to New Zealand. However, if you are already in New Zealand and are planning to travel within New Zealand after your student visa is approved (but before your enrolment starts), the date should be the date your travel starts. If not specified, Zealive Institute of New Zealand will arrange the insurance to start on the day your enrolment commences.)

Do you have any pre-existing medical conditions?

Yes (Please provide details below)  No

I will arrange my travel/medical insurance myself

Please note that students arranging their insurance themselves must make sure it meets the requirements set out in The Education (Pastoral Care of Tertiary and International Learners) Code of Practice 2021. Students are required to submit their insurance policy in English before their courses start. Please make sure you have read the insurance requirements under the "MEDICAL AND TRAVEL INSURANCE" section on page 3. Students will be required to purchase further insurance if their existing insurance does not meet the requirements mentioned above.

## ADDITIONAL INFORMATION FOR UNDER 18 STUDENTS ONLY

Students under 18 years of age (at the time of enrolment) must complete the under-18 application pack and provide the contact details of their parents/legal guardian below.

Full Name:  Relationship to Applicant:

Phone:  Email:

Address in Home Country:

Will you be accompanied by this person to New Zealand?

Yes  No (Please note you must stay in an accommodation approved by Zealive Institute of New Zealand)

# ENROLMENT TERMS AND CONDITIONS

## ZEALIVE INSTITUTE OF NEW ZEALAND

Business College NZ Ltd trading as Zealive Institute of New Zealand (the School) is an NZQA-registered Category 1 Education Provider based in central Auckland and has been operating since 1995. As a signatory, Zealive Institute of New Zealand has agreed to observe and be bound by the Education (Pastoral Care of Tertiary and International Learners) Code of Practice 2021 (the Code).

## ENROLMENT CONDITION

In addition to agreeing to the enrolment terms and conditions, enrolment is subject to the following condition:

- a. Place availability; and
- b. Meeting the academic and English language requirements of the programme of study; and
- c. If the student is under 18 years of age at the time of enrolment, the student MUST have his/her enrolment form signed by a parent or legal guardian; and
- d. Full payment of course fees in advance; and
- e. A valid visa and appropriate insurance cover (international students only); and
- f. The provision of all required documentation by the School and attendance on course commencement day.
- g. An agreement to provide up-to-date address and contact details at all times.

Students who do not meet the above requirements will not be enrolled and will not be eligible to attend classes.

## ENROLMENT PROCEDURE

1. Students will need to approach the School or one of our registered agents and will be given detailed information about the programme, entry criteria, subject options, facilities, the Education (Pastoral Care of Tertiary and International Learners) Code of Practice 2021, and fees. This information is provided by means of our handbook or internet website.
2. Students read the conditions of acceptance and sign the Enrolment Form/Tuition Agreement. Students must supply full information including the start date of the course, contact details, and emergency contact details.
3. Optional: Students may be sent a conditional letter of offer for the programme. On this offer, it will be clearly stated what documents (e.g. IELTS, TOEFL certificate, academic record) need to be supplied in order for the final (unconditional) letter of offer to be issued.
4. Students forward the required documents to the School. Only originals or certified copies will be accepted. Once the documents have been sighted and verified by the principal, the letter of offer is issued. An invoice of course fees will also be sent.
5. Students pay the fees in full and a Confirmation of enrolment will be issued.
6. (International students only) Once students have received the offer, invoice, and Confirmation of Enrolment for their selected programme, they should then send these documents together with any other required documents to the Immigration New Zealand to apply for their student visa.
7. Students' courses will commence on the start date according to their offers. (For international students, course commencement is conditional on receiving the relevant visa). Students will be required to complete an assessment on arrival at Zealive Institute of New Zealand to ensure that their study plans and career intentions match the course being offered. For English programme, students will be required to complete an entry test to assess their English level. (Notes: For an offer of a place that is subject to English Language proficiency, students must show evidence of achieving the appropriate level of English for the course they are enrolling on which can be from either of the following tests: IELTS score of 5.5 with no band score lower than 5, or a TOEFL score of 500.)
8. The enrolment form contains various clauses, which must be agreed to prior to students' enrolment being finalised. One of the conditions is that students agree to notify the School of their current details, address, accommodation type, and immigration status at all times – should students fail to do so their enrolment may be cancelled.

## FEES

Zealive Institute of New Zealand reserves the right to amend fees. For the most up-to-date fees, please contact the School.

All tuition, accommodation, and administrative fees must be paid in advance and by the due date.

All fees are calculated in complete weeks and in New Zealand Dollars. No compensation is given for public holidays.

## TRANSLATION

Where there is a difference in meaning or interpretation in any translation of the School information or conditions, Zealive Institute of New Zealand version shall apply.

## CODE OF CONDUCT & TERMINATION OF ENROLMENT

Students are expected to attend 100% of their classes on time.

All students must comply with Zealive Institute of New Zealand's published rules and regulations (which can be found in the Student Handbook).

Students who breach the School's published rules (this covers conduct when the students are not under the immediate supervision or control of the School), e.g., whose attendance does not meet the School's requirements, or whose behaviour is detrimental to the School or to other students will receive warning letters and may be withdrawn as per the School's published attendance procedure. In this case, we regret that no tuition fees can be refunded. The School will also notify Immigration New Zealand regarding the change in circumstance and their visas may be withdrawn.

## BREACH OF AGREEMENT & DISCIPLINARY PROCEDURES

When considering all disciplinary action, Zealive Institute of New Zealand will apply the principles of natural justice to ensure a fair resolution.

Without limitation, the following disciplinary procedures will apply when a student fails to comply with the School's published policy:

- When a student first engages in misconduct or has performance issues while attending the course, a verbal warning will be given. If the student fails to improve his/her behaviour, a written warning will be issued by the Director. If the student persists with the offending conduct after a second written warning, the School may suspend or expel the student at its discretion.
- Students engage in serious misconduct, such as using drugs or alcohol on the premises during course hours, coming to class under the influence of drugs or alcohol, and causing harm (mental or physical) to any staff or other students while attending the course, may be suspended and/or expelled immediately depending on the seriousness of the incident. This will happen as long as the School has been acting in good faith, being fair and equitable in following its disciplinary process, and believes there are reasonable grounds for dismissal.

## LIABILITY & INSURANCE

Zealive Institute of New Zealand will not be liable for any loss, damage, or injury incurred within the School, with a homestay family, or on a School trip or excursion.

In no event shall the School's liability exceed an amount equal to the amount of tuition fees paid by the Student.

The School is able to arrange insurance for students' health and personal property on request. International students are required to have medical insurance under the Education (Pastoral Care of Tertiary and International Learners) Code of Practice 2021. Furthermore, the School strongly advises that students have personal property insurance for any unexpected damages or losses of their personal items. Students will be responsible for any costs not covered by insurance.

## SPECIAL INFORMATION FOR INTERNATIONAL STUDENTS

**Code:** Zealive Institute of New Zealand has agreed to observe and be bound by the Education (Pastoral Care of Tertiary and International Learners) Code of Practice 2021 published by the Minister of Education. Copies of the Code are available upon request from the School or from <https://www.nzqa.govt.nz/providers-partners/tertiary-and-international-learners-code/>. The School's responsibilities for its international students' pastoral care end on the last day of their enrolments.

**Immigration/Visa:** All international students must have valid visas while studying at Zealive Institute of New Zealand and must comply with the relevant visa conditions all the time. All students must inform the School immediately if their visa status changes. 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 Services and can be viewed on their website at <http://immigration.govt.nz>. Please note that the school does not provide advice with regard to New Zealand Residence or Immigration to New Zealand. Should students need this advice, please contact Immigration New Zealand directly or contact registered Immigration Advisors.

**Eligibility for health services:** Most international students are not entitled to publicly funded health services while in New Zealand. If students receive medical treatments during their visit, they may be liable for the full costs of those treatments. 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.moh.govt.nz>.

**Accident insurance:** The accident Compensation Corporation (ACC) provides accident insurance for all New Zealand citizens, residents, and temporary visitors to New Zealand, but they may still be liable for all other medical and related costs. Further, information can be viewed on the ACC website at <http://www.acc.co.nz>.

**Medical and travel insurance:** All international students must have appropriate and current medical and travel insurance in accordance with the code. The insurance must cover:

- a. the student's travel— i. to and from New Zealand; and ii. within New Zealand; and iii. if the travel is part of the educational instruction, outside New Zealand; and
- b. medical care in New Zealand, including diagnosis, prescription, surgery, and hospitalisation; and
- c. 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— i. travel costs of family members to and from New Zealand; and ii. costs of repatriation or expatriation of the body; and iii. funeral expenses.

Students will be responsible for any costs not covered by insurance and will also be fully liable for all medical costs incurred in NZ as a result of injury or illness except for any amount covered by ACC until they have appropriate insurance.

## COMPLETION OF HOUR-BASED COURSE

Students enrolled in hour-based courses are expected to complete the courses within the week periods shown on their offers.

For hour-based courses, the week periods are estimated as below:

- 10 HOURS – 2 WEEKS
- 20 HOURS – 3 WEEKS
- 30 HOURS – 4 WEEKS
- 40 HOURS – 6 WEEKS
- 50 HOURS – 8 WEEKS
- 60 HOURS – 10 WEEKS
- 70 HOURS – 10 WEEKS
- 80 HOURS – 12 WEEKS
- 100 HOURS – 12 WEEKS

If hours are not completed within this time, there will be no further charge to complete them within a year. Application to extend the hours must be in writing form and documented by Business College.

### **ZEALIVE INSTITUTE OF NEW ZEALAND'S OBLIGATIONS**

Zealive Institute of New Zealand will 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 the School or from the NZQA website at <https://www.nzqa.govt.nz/providers-partners/education-code-of-practice/>

- The School shall provide tuition in accordance with the code and the Education Act.
- The School will only accept International Students aged 16 years and over.

Zealive Institute of New Zealand shall use its best endeavours to ensure the safety, health, and well-being of the Student, but shall not be liable for:

- Any damage or harm caused to the Student or the Student's property while attending the School;
- Any damage or harm caused to the Students or the Student's property arising out of the Students' accommodation;
- Any damage or harm caused to the Student or the Student's property outside normal College hours. (In the case of the Student's property, the School shall not be responsible for any damage to such property that may occur outside the School premises.)

Unless otherwise agreed in writing between the student and the School, the School's responsibilities for its international students' pastoral care under the Code end on the last day of their enrolments, or in the event that the Student's Tuition is terminated, on the date of termination, except its responsibilities regarding insurance, which may extend beyond the enrolment periods.

### **STUDENT'S OBLIGATIONS**

Students shall:

- Pay to the School the tuition fees in the manner agreed to by both parties;
- Agree to provide the School with academic, medical or other information relating to the well-being of the Student as may be requested from time to time by the School;
- Accept and abide by the School's rules and all instructions given by members of staff
- Attend the School on all occasions when it is open unless prevented by illness or other urgent causes.

### **AUTHORISATIONS**

The Student who has signed the enrolment form and agreement irrevocably appoints and authorises the Principal of the School (or such other person as may be appointed by the Management Team of the School) to:

- Receive information from any person, authority, or corporate body concerning the Student including, but not limited to, medical educational or welfare information;
- Provide consent in respect of any activity carried out and authorised by the School;
- Provide consents that may be necessary to be given on the Student's behalf in the event of a medical emergency where it is not reasonably practicable to contact the Student;
- To take whatever steps necessary to ensure the Student complies with the School's rules and policies set down by the School;
- To obtain at any time from any person or entity any information required to process and/or accept the application for tuition or to perform or complete the School's various obligations under this agreement. (The Student authorises any such person to release to the School and personal information that person holds concerning the Student.)

### **TERMINATION**

Either party may terminate this agreement with 5 days' written notice.

Upon termination of this agreement, refunds will be made in accordance with the School's Refund Policy.

### **MISCELLANEOUS**

Nothing in this Agreement limits any rights the Student may have under the Consumer Guarantee Act 1993.

It is acknowledged that the School's Regulations, Terms and Conditions apply and if these are breached by the Student, then the School shall terminate this agreement and the Refund Policy will apply. The Student will have no claim for damages for any compensation if this agreement is terminated in these circumstances.

Force Majeure: Neither party shall be in default or in breach of their obligations under this agreement to the extent that the performance of those obligations is prevented by an event of force majeure. Force majeure means an event beyond the reasonable control of the party seeking to rely on force majeure.

Governing Law: This agreement shall be construed and take effect in accordance with the domestic laws of New Zealand. In relation to any legal action or proceedings arising out of or in connection with this agreement, the Student irrevocably submits to the exclusive jurisdiction of the Court of New Zealand and agrees that proceedings may be brought before any courts including any forum constituted under the Arbitration Act 1908 within New Zealand and waive any objection to proceedings in any such court or forum constituted under the Arbitration Act 1908 within New Zealand on the grounds of venue or on the grounds that the proceedings have been brought in an inconvenient forum.

### **THE PRIVACY ACT**

Students signing this agreement acknowledge that:

- a. Personal information of the Student collected by the School and may be held, used and disclosed to third parties to enable the School to:
  - i. Process the application for tuition;
  - ii. Provide tuition to the Student;
  - iii. Provide the Student with advice or information concerning products and services the School believes may be of interest to the student;
  - iv. To enable the School to communicate with the Student for any purposes;
- b. All personal information provided to the School will be held by the School at the campus where the student is attending his/her course of study;
- c. Failure to provide any information in the application for tuition may mean the School is unable to process the application;
- d. The Student has the right under the Privacy Act 1993 to obtain access to and request corrections of any personal information held by the School concerning them.

### **STUDENT FEE PROTECTION**

In compliance with the Student Fee Protection Rules 2013 and the Education (Pastoral Care of Tertiary and International Learners) Code of Practice 2021, Zealive Institute of New Zealand provides fee protection for all student tuition fees, accommodation fees, and living expenses paid to the School through Public Trust.

### **WITHDRAWAL**

A withdrawal from a course takes place when a student stops attending for more than two consecutive weeks or completes a notice to withdraw in writing. Students enrolled for a course of study may withdraw from the course by written notice at any time.

It is the student's responsibility to report his/her withdrawal from a course in writing. Any fees outstanding will remain payable until official notification is received.

Immigration Services form "Student Enrolment Termination" will be completed and sent if a student withdraws and they were studying under a student visa.

### **REFUNDS**

Application for a refund must be in writing accompanied by the original Offer of Place. If a student enrolled through an agent or representative of Zealive Institute of New Zealand, refunds will be made directly to the student or the original payor.

#### **For International Students**

- a. Before commencement of the course
  - i. If notification of cancellation is received before the commencement of the study, 100% of the fee total will be refunded less the enrolment fee, insurance fee, and accommodation placement fee.
- b. After commencement of the course
  - i. For courses less than 5 weeks:
    - If notification of cancellation is received within the first 2 calendar days after the start of the course, we will refund 50% of the fee total, any additional refunds are at the School's discretion.
    - However, no refunds will be made if two days constitute the full amount of tuition paid for by the student.
  - ii. For courses 5 weeks or more but less than 3 months:
    - If notification of cancellation is received within the first 5 calendar days after the start of the course, we will refund the entire fee total, less a deduction of costs incurred by the School up to a maximum of 25% of the fee total.
  - iii. For courses 3 months or more
    - If notification of cancellation is received within the first 10 working days after the first day on which the School requires the student to attend the course, we will refund the entire fee total, less a deduction of costs incurred by the School up to a maximum of 25% of the fee total.

The above conditions also apply to students who unable to obtain a study visa or cancel their applications before their arrival in NZ or before the first date of their enrolment for which the attendance of students at the the School is required. The school will consider providing refunds if students' requests are outside the refund periods in exceptional circumstances. However, such refunds will be made at the discretion of the school.

For students that have paid accommodation fees, the unused portion of the accommodation fees less one-week notice will be refunded. This will be included as part of the percentage refund.

#### **Refunds for Domestic Students**

- a. Before commencement of the course
  - i. If notification of cancellation is received before the commencement of the study, 100% of the fee total will be refunded less the enrolment fee and the insurance fee.
- b. After commencement of the course
  - i. For courses 2 days or less:
    - No refund period applies, any refund is at the School's discretion.

- ii. For courses more than 2 days but less than 5 weeks:
  - If notification of cancellation is received within the first 2 calendar days after the start of the course, we will refund 50% of the fee total, any additional refunds are at the School's discretion.
- iii. For courses 5 weeks or more but less than 3 months:
  - If notification of cancellation is received within the first 5 calendar days after the start of the course, we will refund the entire fee total, less a deduction of costs incurred by the School up to a maximum of 25% of the fee total.
- iv. For courses 3 months or more:
  - If notification of cancellation is received within the first 8 calendar days after the start of the course, we will refund the entire fee total, less a deduction of the lesser of 10% of the fees paid or \$500.

The enrolment fee, insurance fee, and accommodation placement fee are non-refundable.

We do not refund fees or give a free extension of the course if the student arrives late for the course, takes time off during the course unless prior approval has been given, or leaves before the course is finished. Fees cannot be transferred to another student, another course, or another institution.

**CANCELLATION OF TRAINING BY ZEALIVE INSTITUTE OF NEW ZEALAND**

Zealive Institute of New Zealand reserves the right to cancel training courses due to insufficient demand, unavailability of suitable trained staff or facilities or other similar major problems. If Zealive Institute of New Zealand ceases to provide courses as contracted with the students, or the School ceases to be a signatory to the Education (Pastoral Care of Tertiary and International Learners) Code of Practice 2021, or the School ceases to be a provider, students enrolled in the cancelled course will be offered alternative training dates or refunds of all unused fees proportional to the number of weeks not delivered.

**CANCELLATION OF SCHEDULED PRIVATE TUTORING**

Should students want to cancel a scheduled class, they must give a 24-hour notice or the hours will be deducted from their total hours.

**CHANGE OF COURSE TIMETABLE OR CONTENT**

The School has the right to change its course content and dates without notice.

**ENTIRE AGREEMENT**

This agreement contains the entire understanding of the parties and overrides any prior promises, representations, understandings, or agreements.

The terms of this agreement may be changed at any time by the School in writing to the Student and any such change in terms shall be notified to the Student in writing.

Notices given in writing will be given to the addresses set out in this form. Those sent by post shall be deemed to have been received 5 days after posting.

**STUDENT AND/OR PARENT/LEGAL GUARDIAN DECLARATION**

I confirm that I have read and accepted the Terms and Conditions of this Agreement in regards to all aspects of my enrolment including insurance cover.

I agree to be bound by the Terms and Conditions in all respects.

I declare that the information provided on this form is correct and I have not withheld any information that could materially affect this enrolment.

I also confirm that the applied course of study meets my career aspirations and forms parts of my personal and professional career development plan.

I agree that I have received sufficient information to make an informed decision about enrolment at the School.

(For students under 18 years of age at the time of enrolment, a parent or legal guardian must also sign below.)

Student Signature:

Parent/Legal Guardian Signature:

Date:

**EDUCATION CONSULTANT OR AGENT'S DECLARATION**

I declare that I have explained the Terms and Conditions of this Agreement to the student.

Education Consultant or Agent Signature

Education Consultant or Agent Stamp

Name:

Date:

**ZEALIVE INSTITUTE OF NEW ZEALAND OFFICE USE**

I declare that I am authorised to sign on behalf of the School, and confirm that the School will be bound by the Terms and Conditions of this Agreement in all respects.

Staff Signature

Name:

Date: