

Conditions of Enrolment

Enrolment is subject to availability of places. If the AEI reserves a place for a student and offers enrolment, then subject to payment, these Conditions of Enrolment form part of a binding contract between AEI and the student. These conditions shall be governed by and construed in accordance with the laws of New Zealand.

1.1 WITHDRAWAL / REFUND INFORMATION

Withdrawal / Termination from the programme

1. Students must notify AEI of withdrawal from a programme in writing on the official AEI Programme Withdrawal Form. These are available from reception or can be downloaded from our website www.aei.ac.nz. The withdrawal date will be the date the completed and signed form was received by AEI.
2. AEI reserves the right to terminate a student's enrolment in the event of:
 - a. Academic or disciplinary non-compliance
 - b. Attendance non-compliance
 - i. Academic programmes – failure to commence programme by the 11th working day from the Offer of Place commencement date, without extension approval in writing.
 - ii. English language programmes – failure to commence programme by the 6th day from the Offer of Place commencement date, without extension approval in writing.
 - iii. Non-attendance for more than 5 consecutive days without contact or approved leave.
 - iv. Failure to meet AEI's Attendance Requirements.
 - c. Failure to obtain or extend an appropriate visa for study.
3. AEI Programme Withdrawal Forms will be processed within five (5) working days of receipt.
4. Terminations will be notified to the student via personal email once actioned.
5. Immigration New Zealand will be notified of all withdrawals / terminations.

Refund Information

1. Students must apply for a refund in writing on the official AEI Refund Request Form. These are available from reception or can be downloaded from our website www.aei.ac.nz.
2. The Refund Request will be considered within five (5) working days of the date the completed and signed form was received by AEI, or in the event of a withdrawal, within five (5) working days of receipt of the AEI Programme Withdrawal Form, whichever is the later.
3. All refunds are made in New Zealand dollars, and will be made within ten (10) working days of refund approval.
4. All refunds will be paid to the student OR a nominated person approved and requested in writing by the student. Please note, we cannot transfer the refund to another student's Public Trust Account.
5. A withdrawal due to a High School Student (studying English Language Programme), wishing to transfer to a Mainstream Programme in a High School may, at the sole discretion of the Managing Director, be grounds for a refund of fees.
 - a. The Managing Director will require the following in support of the application for the refund.
 - Parent/Care Provider/guardian gives at least two weeks' notice

- Provide written confirmation from the High School
- b. In the event of a withdrawal from a programme more than ten (10) working days after course commencement, AEI will deduct any fees which have been paid or incurred by AEI including, but not limited to:
- tuition utilized
 - resource fees
 - the student's Recruitment Agent fees
 - the cost of any additional services that were completed prior to withdrawal

An application can be made in writing to the Managing Director. A response will be sent within 10 working days of receipt of request for consideration of exceptional circumstances.

6. A withdrawal due to exceptional circumstances may, at the sole discretion of the Managing Director, be grounds for a refund of fees.
- a. The Managing Director 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:
- serious illness or disability of the student;
 - death of a student or close family member (parent, sibling, spouse or child);
 - political, civil or natural event that prevents arrival of the student
- b. In the event of a withdrawal from a programme more than ten (10) working days after course commencement, AEI will deduct any fees which have been paid or incurred by AEI including, but not limited to:
- tuition utilized
 - resource fees
 - the student's Recruitment Agent fees
 - the cost of any additional services that were completed prior to withdrawal

An application can be made in writing to the Managing Director. A response will be sent within 10 working days of receipt of request for consideration of exceptional circumstances.

7. Any excess fees or other funds that remain unclaimed for a period of one year or more from the end date of a student's final Offer of Place will be forfeited.
8. In the event that AEI withdraws an Offer of Place, or is unable to provide the programme, all tuition fees will be refunded.
9. In the unlikely event that AEI:
- a. ceases to provide a programme as contracted with a student, whether it stops of its own accord or as required by an education quality assurance agency OR
 - b. ceases to be a signatory or provider

Students will be entitled to a full refund of fees for any undelivered tuition/services.

10. Refunds will be calculated in accordance with the AEI Refund Calculation Table. (See Table 1.1)

1.2 CODE OF PRACTICE

AEI has agreed to observe and be bound by the Code of Practice for the Pastoral Care of International Students published by the Ministry of Education, and managed by the Code Administrator, New Zealand Qualification Authority.

Copies of the Code are available on request from this institution or you can find it here: <http://www.legislation.govt.nz/regulation/public/2016/0057/latest/DLM6748147.html>

Recruitment Agent Behaviour

Our Recruitment Agents have been carefully selected and screened to become trusted partners of AEI. Our Recruitment Agents have also agreed to observe and be bound by the Code of Practice. This includes

- providing international students with reliable information and advice about studying, working, and living in New Zealand; and
- acting in an ethical manner with integrity and professionalism towards prospective international students.

If a student has any concern about the behaviour of a Recruitment Agent, please let AEI know.

1.3 PRIVACY

Personal information is protected by the New Zealand Privacy Act 1993

The information collected and held by AEI will be used to register and enrol you, to assist you with your studies, to arrange for your stay in New Zealand, to monitor your welfare and progress, and to keep in touch with you in the future.

AEI is also required by the Privacy Act 1993, to provide some personal information (this typically may be name, current address, date of birth, ethnicity or academic details) to specified agencies. The agencies that may require AEI to provide this information include the Ministry of Education, Work and Income New Zealand, Inland Revenue Department, Immigration NZ, New Zealand Police, New Zealand Qualifications Authority and the Department of Justice.

1.4 STUDENT FEE PROTECTION POLICY

Section 236A of the Education Act 1989 requires student fees (over \$500 in total) to be placed in an approved trust account to provide security for the repayment of prepaid fees in the event programmes are terminated early. Accordingly, student fees paid in advance are held in the AEI's Public Trust account. Fees are drawn down after commencement in stages as the course is completed.

In the event a programme is terminated and alternative tuition services are not provided, the student is entitled to a refund of prepaid student fees pro rata for the balance of the course based upon the number of full weeks required to complete the programme.

1.5 IMMIGRATION

Full details of visa and permit requirements, advice on rights of employment in New Zealand while studying, and reporting requirements are available through the New Zealand Immigration Service, and can be viewed on their website at: immigration.govt.nz

1.6 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: www.moh.govt.nz.

1.7 ACC

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

1.8 QUALITY ASSURANCE

NZQA assesses the standard of education for tertiary education organisations through a regular system of external evaluation and review (EER). Through periodic EER, tertiary education organisations are held accountable to their students, employers, funders, quality assurance bodies and other interested parties.

Please go to <http://www.nzqa.govt.nz/nqfdocs/provider-reports/8491.pdf> see our latest EER report from NZQA. Please refer to 1.5 on page 12 of the report to read about our support and guidance for International Students.

1.9 PROGRAMME / TIMETABLE CHANGES

AEI reserves the right to cancel or postpone any programme components / papers and shall not be liable for any claim other than the proportion of component / paper fee which the cancelled portion bears. Components/papers may be dependent upon the number of enrolments and/or any other factors.

AEI reserves the right to change the timetable of programmes, and shall not be liable for any claim in terms of the impact this may have on the student. Changes to timetables are dependent upon number of enrolments and/or any other factors.

1.10 EXTENSIONS TO START DATE

Extensions to start dates can only be approved if they are applied for in writing at least 5 working days prior to scheduled commencement date outlined in Offer of Place. Extensions will be at the discretion of the Campus Director / Academic Director. If approved, the extension will be provided in writing within 3 working days of request. Please note that extensions to start dates may result in changes to study visa, and medical insurance. The student will be liable for any impacting charges, which must be paid prior to commencement of programme with new start date. If the extension to start date results in a new end date, a new Offer of Place will be generated.

AEI expects the student to inform Immigration New Zealand of the change in start date. AEI will also inform Immigration New Zealand. Students who do not have extensions to start date and do not attend the programme at commencement, may be subject to termination, as outlined in 10.1 (2).

1.11 UNDER 18 STUDENTS

All Under 18 students must be approved by the Campus Director for enrolment. The Campus Director will ensure that plans are in place for accommodation that meet the rules and regulations of AEI. This includes:

- residing in an AEI approved homestay OR
- residing with an AEI and Parent approved Designated Caregiver

Parents must be fully informed at all times of the student's progress, and well-being

AEI have designated staff to monitor and ensure the safety of all Under 18 students. For further information, please contact the Marketing team, who will guide you through the application process.

1.12 LIABILITY

To the fullest extent permitted by the Consumer Guarantees Act 1993 or otherwise at law or in equity, AEI'S liability, whether arising as a result of any breach of the Conditions 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 AEI. Under no circumstances will AEI be liable for indirect or consequential loss or damage of any kind (including loss of profits).

1.13 COMPLAINTS PROCEDURE

AEI has a set procedure to resolve complaints. If the complaint is unable to be resolved satisfactorily within AEI it can be taken to the Campus Director or sent in writing to the Managing Director. If it is still not resolved then the complaint can be taken to NZQA or iStudent. NZQA is a government

organisation and they can provide an independent assessment of the complaint. iStudent is the appointed operator of the International Student Contract Dispute Resolution Scheme (DRS), which was set up to resolve financial and contractual disputes.

- NZQA – for concerns and complaints about a provider breaching the Code OR
- iStudent Complaints – for concerns and complaints about money or contracts.

NZQA

You can submit your complaint query on the NZQA website (www.nzqa.govt.nz) OR send an email to qadrisk@nzqa.govt.nz

iStudent Complaints

You can contact them through their website - www.istudent.org.nz

1.14 HOMESTAY BOOKING TERMS AND CONDITIONS

The following terms and conditions apply to homestay.

- All bookings are required to be made a minimum of 2 weeks in advance.
- 2 weeks’ notice is required for cancelling/moving out of a homestay.
- A minimum of 4 weeks is required to be booked on initial booking. This period is non-refundable, unless cancellation has been received at least 2 weeks prior to the confirmed start date of the homestay booking. For bookings of less than 4 weeks conditions apply.
- Students agree not to enter into any private arrangement with their host family. All accommodation fees must be paid directly to AEI.
- If a student is away from their Homestay for 5 or more consecutive nights, they must notify AEI. A ‘retainer fee’ of one third of the standard fees is paid in order to keep their room. Students must inform their host family and AEI, of their plans 7 days in advance, in order to qualify for a retainer.
- AEI’s contracted homestay providers provide a 24/7 contact point for any issues relating to the student’s Homestay.
- If a student’s behaviour in the host family is unacceptable after suitable warnings, AEI reserves the right to terminate the student’s stay in the Homestay. No refund may apply in serious circumstances.
- AEI and its contracted homestay providers are not liable for loss, damage or injury to the student or their property.
- AEI and its contracted homestay providers are not liable for any loss or damage to property or person caused by the student's actions.
- When a student moves out of an Alpha Homestay, any accommodation money still in the student’s AEI Public Trust account will be refunded to the student’s account only after all other expenses incurred have been paid.

Table 1.1

AEI REFUND CALCULATION TABLE						
Programme length of less than 5 weeks		Programme length from 5 and 12 weeks			Programme length of 13 weeks or more	
Timeframe	Prior to and within the first 2 days of the programme	After more than 2 days	Prior to and within the first 5 days of the programme	After more than 5 days	Prior to and within the first 10 working days	After more than 10 working days
Refund Criteria	50% of total fees paid	No refund	75% of total fees paid	No refund	Full refund, less up to 25% of the total monies paid, based on the actual costs	No refund

					incurred by AEI.	
Other	<ul style="list-style-type: none"> • Weeks refers to Calendar weeks • Students who fail to obtain an appropriate visa for study, will receive 100% refund less the registration fee OR \$300 in the event a registration fee has not been charged. If this equates to more than the Refund Criteria above, the Refund Criteria maximum will apply. However, if withdrawal and refund request is delayed for more than 6 calendar weeks from Offer of Place commencement date, no refund will be provided. • Any costs incurred from additional services eg. External exams, requested by the student that have been rendered and/or completed are the liability of the student, and are subject to the cancellation/refund policies of the service. • Where a student withdraws from a programme before fees are paid, the student is responsible for payment of outstanding fees as notified. <p>NO refund will be paid in the following instances:</p> <ul style="list-style-type: none"> • Existing AEI students who fail to obtain an extension to their current visa for study and: <ul style="list-style-type: none"> ○ their original Offer of Place programme commencement date has not changed, or ○ if the student requested and agreed to continue to study on an interim study visa, and failure to obtain a visa has occurred outside the Timeframe for refund • Student's enrolment is terminated by AEI due to Academic, Attendance or Disciplinary non-compliance. 					

1.15 CONTRACT FOR TUITION

AEI AGREES TO:

Provide a study place on condition that the student meets the conditions of this agreement.

1. Adhere to the Code of Practice for the Pastoral Care of International Students.
2. Arrange suitable accommodation if requested/required.
3. Monitor accommodation arrangements made by AEI on an on-going basis. For Under 18 students, this will be conducted on a quarterly basis.
4. Help arrange travel and medical insurance if requested.
5. Provide a pleasant, safe, healthy and well equipped learning environment.
6. Provide quality teaching delivered by skilled tutors with appropriate qualifications.
7. Review learning goals and progress to ensure current programmes meet student needs.
8. Provide academic support as required to ensure student needs are met.
9. Keep accurate records of student achievements and report them regularly to the student.
10. Keep accurate records of student attendance to ensure they meet Immigration New Zealand requirements.
11. Provide internal guidance and support in academic, personal and welfare matters, or help the student to gain external assistance if requested.
12. Respect the student's rights and privacy, and provide in the Student Handbook and orientation clear guidelines for study and behaviour. Protect the student's personal information in accordance with NZ law, in particular the Privacy and Consumer Guarantee Acts.
13. Provide access to extra-curricular activities on a regular basis.

THE STUDENT AGREES TO:

14. Accept the study place under the terms and conditions stated in this agreement and of student's visa.
15. Provide full details on accommodation requirements.
16. Notify AEI immediately if either contact or accommodation details change in any way.
17. Maintain appropriate travel and medical insurance cover for study duration in New Zealand including to and from New Zealand.
18. Respect the institutes premises, equipment and resources.
19. Demonstrate commitment to studying and meeting programme requirements. This includes submission of assessments on time.
20. Accept the right of AEI to make changes to programmes and timetables as deemed necessary.
21. Discuss your progress and undertake student support provisions as required, and needed.

22. Attend classes regularly (at least 90%) and follow AEI's processes for notifying absences.
23. Actively participate in class.
24. Advise AEI about any disability or additional needs prior to enrolment, and seek advice from AEI about any serious study or personal problem.
25. Observe the right to treat staff and other students with respect; and work constructively with them to achieve study goals.
26. Become involved in AEI's extra-curricular activities as suitable.
27. Strive to become an active participant and citizen of AEI and New Zealand