

Academy Business Training NZ Ltd

Contractual Agreement

THIS AGREEMENT IS TO PROVIDE TUITION SERVICES BETWEEN **ACADEMY BUSINESS TRAINING NZ Ltd** AND THE **APPLICANT**

The Applicant

1. If the Student is under 18 years of age at the date of enrolment then the Applicant is the parent or legal guardian of the 'Student' to be enrolled.

Name of Applicant: _____

Address of Applicant: _____

2. The Applicant has made application for tuition of the Student in New Zealand and wishes the Student to attend **Academy Business Training NZ Ltd** (the 'College').
3. The College has agreed to enrol the Student upon and subject to the terms and conditions hereinafter set out.

The College's Obligations

The College will observe and be bound by the Ministry of Education's *Code of Practice for the Pastoral Care of International Students* ("Code"). Copies of the *Code* are available on request from the College or from the Ministry of Education website at

<http://www.minedu.govt.nz/goto/international>

- 3.1. The College shall provide tuition in accordance with that accorded to domestic students
4. The College will only accept International Students (except for adult students, over the age of 18) who live with their parents/legal guardians or who are with designated caregivers.
 - 4.1. The College will have no responsibility for the Student outside College hours with the exception of College events for which his/her parents/caregivers have given consent for him/her to attend.
5. The College shall use its best endeavours to ensure the safety, health and well-being of the Student but shall not be liable for:
 - 5.1. Any damage or harm caused to the Student or the Student's property while attending the College
 - 5.2. Any damage or harm caused to the Student or the Student's property arising out of the Student's accommodation
 - 5.3. 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, shall not be responsible for any damage to such property that may occur outside the College premises.

The Applicant's Obligations

6. The Applicant shall:
 - 6.1. Pay to the College the tuition fees in the manner agreed to by both parties
 - 6.2. Agree to provide the College with academic, medical or other information relating to the well-being of the Student as may be requested from time to time by the College
 - 6.3. The student will accept and abide by the College's rules and all instructions given by members of staff.
 - 6.4. The students will attend College on all occasions when it is open unless prevented by illness or other urgent cause.

Authorisations

7. The parents of the Student who have signed the application for tuition on behalf of the Student irrevocably appoint and authorise the Principal of Academy Business Training NZ Ltd (or such other person as may be appointed by the Board of Trustees of the College) to:
 - 7.1. Receive information from any person, authority or corporate body concerning the Student including, but not limited to, medical, educational or welfare information.
 - 7.2. Provide consents in respect of any activity carried out and authorised by the College.
 - 7.3. 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 Applicant.
 - 7.4. If applicable, advise the Student's Designated Caregiver of all matters and information required to be provided to parents of any student and agree to appoint the Designated Caregiver as their agents in New Zealand to receive such information in substitution for the Applicant.
 - 7.5. To take whatever steps are necessary to ensure the Student complies with College rules and policies as set down by the College.
 - 7.6. 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 College's various obligations under this agreement. The Applicant authorises any such person to release to the College and personal information that person holds concerning the Student/Applicant.

Limitations of Liability

8. In no event shall the College's liability exceed an amount equal to the amount of tuition fees paid by the Applicant.

Termination

9. Either party may terminate this agreement with 5 (five) days written notice
10. Upon termination of this agreement, refunds will be made in accordance with the College's Refund Policy.

Miscellaneous

11. Nothing in this agreement limits any rights the Applicant and/or the Student may have under the Consumer Guarantee Act 1993
12. It is acknowledged that the stand-down, suspension and exclusion of students provisions as set out in Part II of the Education Act 1989 shall apply to the Student in New Zealand. Any decision under these provisions to stand-down, suspend or exclude the Student shall terminate this agreement and the refunds policy will apply. The parents will have no claim for damages for any compensation if this agreement is terminated in these circumstances.
13. **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.
14. **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 Applicant irrevocably submits to the exclusive jurisdiction of the Courts of New Zealand, and agrees that proceedings may be brought before any court 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.

Entire Agreement

- 15. This agreement shall consist of:
 - 15.1. The application for tuition in New Zealand;
 - 15.2. The Tuition Agreement including any Schedules annexed thereto (including the refund and fee protection policies and the International Student Information Booklet).
 - 15.3. Enrolment terms and conditions annexed hereto
- 16. This agreement contains the entire understanding of the parties and overrides any prior promises, representations, understandings or agreements.
- 17. The terms of this agreement may be changed at any time by the College in writing to the applicant and any such change in terms shall be notified to the Applicant in writing.
 - 17.1. Notices given in writing will be given to the addresses set out in the application forms. Those sent by post shall be deemed to have been received 5 (five) days after posting.

The Privacy Act

- 18. The Applicant acknowledges that:
 - 18.1. Personal information of the Applicant and/or Student collected by the College and may be held, used and disclosed to third parties to enable the College to:
 - 18.1.1. Process the application for tuition
 - 18.1.2. Provide tuition to the Student
 - 18.1.3. Provide the Student and/or Applicant with advice or information concerning products and services the College believes may be of interest to the Student and/or Applicant; and
 - 18.1.4. To enable the College to communicate with the Student and/or Applicant for any purpose.
 - 18.2. All personal information provided to the College will be held by the College at
Academy Business Training NZ Ltd
Level 1
317 – 319 New North Road
Eden Terrace, Auckland
New Zealand.
Phone **(+649) 366-3900**
Fax **(+649) 366-3901**
 - 18.3. Failure to provide any information in the application for tuition may mean the College is unable to process the application.
 - 18.4. The Student/Applicant has the right under the Privacy Act 1993 to obtain access to and request corrections of any personal information held by the College concerning them.

Execution

I have read and understood that terms set out in this agreement, including the attached schedule and agree to them.

Signature of Applicant: _____
(Student)

Signature: _____
(Parent/Legal Guardian of student under 18 years)

Signature for Academy Business Training NZ Ltd

Designation: _____

Date: _____

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, and can be viewed on their website at <http://www.immigration.govt.nz>

TUITION AGREEMENT & TERMS & CONDITIONS

1. This tuition agreement is between the Academy Business Training NZ Ltd and the undersigned Student whereas the Academy of Learning agrees to facilitate training in the papers and within the dates prescribed in the agreed to Study Plan, and the Student agrees to attendance in accordance with the times and days prescribed in the agreed to Study Plan.
2. The Student has enrolled at Academy Business Training NZ Ltd fully understanding the pre-requisite requirements, content, expectations and assessment criteria and processes relating to the course and has signed this Tuition Agreement accordingly.
3. The Student has signed the Tuition Agreement having read and understood all relevant policies and procedures and terms and condition relating to Students attending Academy Business Training NZ Ltd, enrolment, the Study Plan and this Tuition Agreement and has had all questions and queries answered to the Students satisfaction.
4. No relaxation of any of these terms by the Academy Business Training NZ Ltd for any reason whatsoever shall be a waiver of its rights of the terms herein or constitute a waiver hereof nor shall amendment to policy and procedure invalidate this agreement.
5. In compliance with Section 236 of the Education Act 1989, and in accordance with NZQA requirements, all course fees or deposits exceeding \$1,500 paid in advance of a course, are held in trust by Public Trust PO Box 31543 Lower Hutt.
6. All applications are made subject to meeting academic performance set down by Academy and any application may be declined where Academy is not adequately satisfied that the applicant is capable of successfully completing the course and/or all information and documentation is not considered valid and/or correct.
7. Any person applying for an academic place of study at Academy must disclose the person, persons or organisation funding the course and upon acceptance of an application the Applicant shall indemnify Academy from any claim or charge over fees paid by any person, persons or organisation not disclosed as the person, persons or organisation paying the fees in the application documentation.
8. The Academy Business Training NZ Ltd reserves the right to exclude any student for training sessions for not complying with the terms and conditions of this contract or the Rules and Policies of the college, or where a student is dismissed or asked to leave by the Principal for reasons that are in breach of Rules and/or Policies.
9. All tuition material remains the copyright property of the Academy Business Training NZ Ltd and may not be copied or distributed by any means whatsoever.
10. The student will not be permitted to write assessments, internal or external, unless all course registration and entrance fees, where applicable, are paid in full.
11. The student will not be permitted to attend training sessions in the event of payment terms not being complied with.
12. If the course fees are to be paid by way of instalments, the full balance due to the Academy Business Training NZ Ltd will immediately become due and payable without notice if any one instalment is not paid on the due date.
13. The assignee is liable for any costs incurred by the Academy Business Training NZ Ltd to recover any amounts due to them in terms of this contract.
14. Where written notice of withdrawal and request for a refund is received within 7 days of the start of a course, then a full refund, less a cancellation fee of 10% of the monies paid, or \$500, whichever is the lesser, plus the cost of any papers issued, shall apply. All other refunds are at the discretion of the Directors of Academy Business Training NZ Ltd. Only in exceptional circumstances will withdrawals and refunds be considered after 7 days of the start of the course. "Exceptional Circumstances", shall mean where, in the opinion of the Directors, the student has justifiably withdrawn because of circumstances beyond the Students control and such circumstances might prohibit the Student from completing study on any basis within twelve months from the start date of the course. Withdrawal refunds shall not be applicable where a student is dismissed or asked to leave by the Principal for reasons of poor or unruly behaviour, or for malicious damage to property or sporadic or non-attendance.
15. Priority instructions for the refund of the balance of student fees remaining, in the event of Academy being placed in receivership, have been drawn up as a Special Resolution of the Shareholders of the Academy Business Training NZ Ltd, whereby students' claims are to be paid before the directors' emoluments.
16. Any refund of fees on any basis whatsoever will be made to the person, persons or organisation Academy believes to be that disclosed in the application documentation and no claim for refund on any basis whatsoever shall be accepted from any other person, persons or organisation.
17. Examinations papers and cassette tapes must remain at the training centre at all times, and remain the copyright property of the Academy Business Training NZ Ltd. The student agrees to attend all training sessions and to notify the college in advance of each and every occasion when they will be late for or unable to attend a scheduled training session and to make such provisions as necessary with the college to compensate for such lost study time. Any date and time of re-scheduled sessions due to lateness or absence is at the sole discretion of the Academy Business Training NZ Ltd. Rescheduled sessions will be in accordance with Academy Business Training NZ Ltd policy and procedure and additional fees may apply. Additional study hours may also be imposed to ensure that the student completes the course within the course completion date.
18. The Academy Business Training NZ Ltd reserves the right to reschedule any or all training session at their discretion.
19. The Academy Business Training NZ Ltd accepts no liability for injury to, or the death of the student or his/her visitor/s nor for the loss of or damage to personal effects and possessions whilst the student is on the college premises or anywhere else in connection with the course whether injury, loss or damage is a result of negligence or otherwise.
20. Students must complete all their courses within the time-frame as stated for each course. In order to allow for the flexible element of our training system, an extension of 7 days to the time-frame of their courses may be given at the discretion of the Directors of Academy Business Training NZ Ltd.
21. Where students exceed the seven days as in (16) above, they will be permitted to complete their course/s subject to application and at the discretion of the Directors of Academy Business Training NZ Ltd and at times convenient to the college. Additional fees may apply to such extensions.
22. All final assessments must be written within one month from the end date of the course, unless otherwise arranged with and at the discretion of the Directors of Academy Business Training NZ Ltd. This does not imply an automatic right to a twelve month period of study at the college. All books and other learning material must be collected within one month after the end of the course and no claim whatsoever may be made for refund or other dispensation where books have not been collected or courses not completed on time.
23. This contract may not be transferred to another person but transfer of students from one Academy Business Training NZ Ltd College to another will be permitted at the discretion of the Directors of Academy Business Training NZ Ltd.
24. The Academy Business Training NZ Ltd may, from time to time, make rules and or policies it considers advisable relating to course attendance, student conduct and/or any other matter affecting the College and or the Students and the parties hereto agree to be bound by those rules and or policies and it is the responsibility of the Student to ensure that they are fully informed about new Policy and Procedure and alteration to Policy and Procedure affecting Students.
25. The Academy Business Training NZ Ltd chooses the address:- Level 1, 317 New North Rd, Eden Terrace, Auckland for notices and all other purposes, including correspondence arising hereof.
26. The Student must make full disclosure of any illness, physical incapacity or medical condition and any medication that is being taken for such illness or medical condition. The Academy Business Training NZ Ltd accepts no liability for any accident, injury or illness arising out of attendance or occurring during attendance whether the pre-existing condition was disclosed or not or whether the condition arose during attendance or as a result of attendance at Academy.
27. The Student must provide full contact details for an alternate contact person that can be contacted where the college is unable to contact the Student or in cases of emergency involving the Student and where the Student is unable to make decisions for themselves and where any situation occurs that requires a decision the student is unable to make for themselves and such decision is beyond the Colleges responsibility as a provider of training.
28. The Student must notify the college of any change of personal details and/or circumstances and is responsible for ensuring that the college has true and correct address and contact and alternative contact details at all times.
29. Unless specified in writing the Academy Business Training NZ Ltd does not sanction the application for course related cost for any of its courses.
30. The Student agrees to be bound by and comply with all Academy Business Training NZ Ltd Policies and Procedures and their amendments and acknowledges that the Academy Business Training NZ Ltd reserves the right to cancel this agreement without notice and/or refund fees should the student fail to comply with any part of this agreement or any college Policies and Procedures and their amendments. These terms and conditions are accurate at the time of publication and form a part of our

I have read and understood these terms and conditions and associated policies and procedures and had any and all questions relating to them answered to my satisfaction and agree to be bound by them and their amendments.

Student's Signature _____

Academy Agent's Signature _____

Date _____

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