# 2018 NZLC Terms and Conditions

New Zealand Language Centres (NZLC) trades as NZLC Auckland and NZLC Wellington.

Note: The signed NZLC Enrolment Form and all Terms & Conditions related to the particular course/s as detailed on the NZLC Enrolment Form and all aspects of the information provided on our website represents the contract between the student and the school. If multiple courses and campuses are under one enrolment form, they will be treated as a whole and the NZLC Refund Policy applies from the start date of the first course / campus rather than each individual course / campus (including School Transfers and City Link enrolments). By signing this form, the student declares that the information provided is correct and complete and they have not withheld any information that could affect their enrolment.

## **NZLC Quality Assurance / Commitment**

- NZLC has been rated as a Category 1 School in accordance with the external evaluation and review carried out by NZQA (New Zealand Qualifications Authority) 1.
- http://www.nzga.govt.nz/providers/details.do?providerId=853215001 NZQA Code of Practice: NZLC has agreed to observe and be bound by the Education (Pastoral Care of International Students) Code of Practice 2016 managed by NZQA (New Zealand Qualifications Authority). Copies 2.
- of the code are available on request from this institution and can be viewed on their website at www.rzqa.govt.rz NZLC will provide students with education and related services in accordance with the selection of services made 3.
- on the NZLC Enrolment Form. NZLC will provide the above services selected by students in accordance with our policies, operating standards student rules and regulations and above mentioned Code of Practice and Circular 99/03 Rules for Student Enrolment Records.
- NZLC will from time to time, following commencement of the course/s, provide students with activity services or introduce students to third party activity service providers, on such additional terms as shall be agreed on an 5. activity by activity basis.
- NZLC Fee Protection Policy: All student fees are transferred directly to an independent Trust Account. Walker Wayland Auckland Ltd is the nominated trustee for the protection of all NZLC student fees. Fees are released to NZLC by the Trustee on a draw down basis as the student's course is provided by NZLC.
- 7. NZLC reserves the right to open or close courses or classes, create, cease or change any activities due to the unforeseen circumstances or events with minimum notice, as the need arises. This will not override the student's rights under the NZLC Fee Protection Policy above.

## NZLC Conditions of Acceptance

- NZLC requires students to submit an enrolment form, make payment and send their flight details by the indicated weeks below in advance of the intended start date, in order for NZLC to arrange the services. Enough time must be allowed to apply for the correct visa to enter New Zealand.
- For enrolments submitted less than the minimum period below, contact should be made with info@nzlc.ac.nz to check course and service availability and the appropriate enrolment procedure.
- If students need to apply for a visa to enter NZ and have not yet confirmed it 4 weeks prior to the course start date, or if they are not able to make payment and/or provide flight details prior to the minimum required weeks below, then NZLC must be informed immediately to discuss the options in order to avoid the maximum cancellation penalty charge or students' enrolments and/or the requested services may be cancelled.

	Enrolment Procedure - advance notice (minimum)		
Visa Type	Enrolment Form	Payment	Flight Details
Visitor*/Working Holiday	4 weeks	4 weeks	4 weeks
Student / Visitor**	8 weeks	8 weeks	8 weeks

NZLC reserves the right to decline the course and services if enrolment forms and details are not sent within the required timeframe. Visitor\* - Visa-waiver countries / Visitor\*\* - Non Visa-wavier countries

- NZLC reserves the right to cancel courses which do not meet the minimum student number.
- The usual weekly tuition rates apply for weeks where the dates fall on public holidays. Entry test: All NZLC students must agree to sit a 'level assessment test" upon their arrival at the school. Class/level allocation will be based upon the results of this test. For entry into Academic, Teacher Training and Work
- Placement programmes, a placement test is required and other entry criteria must be met. Payment of Fees: NZLC fees will be charged in accordance with those stated on the NZLC Fees and Courses current at the time of processing the enrolment.

## **NZLC Enrolment Procedure**

STEP 1 - Choose the appropriate course (or courses) and services Check the NZLC Fees and Courses & services information on our website or contact info@nzlc.ac.nz

## STEP 2 - Enrol

- Download the NZLC Enrolment form or visit the NZLC online enrolment page at www.nzlc.ac.nz. Fill out the form with correct information. The NZLC Terms & Conditions and information regarding all other aspects of the enrolment must be understood and accepted.
- Send the enrolment form to:
- NZLC Auckland: akenrol@nzlc.ac.nz or Fax: +64-9-307 9219 NZLC Wellington: wnenrol@nzlc.ac.nz or Fax: +64-4-802 4621
- NZLC will send an offer letter which outlines the chosen fees and services requested by the student. If NZLC has any doubts or questions about the enrolment, NZLC staff will communicate in advance before sending the offer letter(s).

## Young Learner Enrolment Conditions (under 18yrs)

- A Parent's full contact details and signature are required on the NZLC enrolment form
- Young Learner students must agree to the following rules as well as the rules / procedures outlined in the Pre-Enrolment Handbook, (sent with offer letter):
  - Attend class every day.
  - No smoking or drinking alcohol.
  - No bad language or rude hand gestures.
  - No fighting at any time.
  - Be polite at homestay and school.
  - Come to school before 9.00 a.m. every day.
    Go back home by 6.00 p.m. every day.
- Respect school property, listen to your teacher and follow their class rules.
   16 and 17 year-old students can participate in a General English or Academic English course for 16 years and above in Auckland after their maturity level is assessed and confirmed by the Academic Department on their first day. If NZLC finds the student is not suited in the class room environment, NZLC has the right to move the student to the Young Learners programme. All Young Learner students must book NZLC return Airport pick up service unless a designated person is
- appointed by parent(s) in writing and confirmed by NZLC. All Young Learner students must enrol in a full time course unless parent(s) confirm/s in writing that the student will be with them or a designated caregive
- If the Young Learner student is not going directly back to their home country after their NZLC course finishes, a release letter must be submitted and signed by their parents.

## NZLC undertakes to comply with the accommodation provisions for Young Learners set out in the NZQA Education (Pastoral Care of International Students) Code of Practice 2016. The categories of accommodation that will be accepted by NZLC are living with:

- NZLC Homestav (Full payment of homestav fees is required for the whole duration of the enrolment.)
- Parent(s) (parent must accompany student to school on first day and bring their own valid visa and passport)
   Non NZLC Homestay ('NZLC Education Consultant Appointed Homestay Form' needs to be provided with
- full details which meet NZLC Homestay requirements for Young Learners; a \$250 assessment fee may apply)
  Designated Caregiver appointed by parent (NZLC Designated Caregiver Appointment Form' needs to be provided; a \$250 assessment fee may apply.) A local High School homestay family (A "Confirmation Letter issued by Local High School" required)

## All Young Learner Accommodation Providers will be sent the "Hosting YL Guidelines", which must be read and followed. Extra Caregiver: NZLC will provide pastoral care for all Young Learner students. However, if parents would like to

request an extra caregiver through NZLC, this can be arranged for a fee of \$90 - \$120 per week. NZLC may also request that a particular Young Learner have a caregiver in order for the student to participate in the NZLC course.

## STEP 3 - Payment and Flight Details

Fees must be paid and flight arrival details sent to NZLC within the time period outlined in Conditions of Enrolment / Enrolment Procedure. If the time period cannot be followed for some reason, the student or education consultant must contact NZLC for further information.

Payment Options: Telegraphic Transfer, Bank Draft, Cash, EFTPOS or Credit Card (Visa or Master). Full payment of Homestay/Accommodation Fees is required for students over 18 years if staying less than 12 weeks.

## STEP 4 - Confirmation

Once NZLC receives the full payment and subject to meeting all other entry criteria, the NZLC Enrolment Department will send a receipt of payment and a COE (Confirmation of Enrolment), stating the student's name, date of birth, period of study, course type and accommodation period. These documents can be used when applying for a

visa. However, NZLC provides no guarantee that providing such information will result in a visa application being accepted. Once NZLC receives the full payment and flight details our Accommodation staff can begin to arrange accommoda-tion and airport transfer services. These confirmation letters with details can be sent at least 1 week before the

. student's departure. If travel/medical insurance is bought through NZLC, the insurance will be purchased 3 days before the student's

NZLC start date to cover the travel period. If a student is travelling to NZ more than 3 days before their NZLC start date, the student must inform NZLC to arrange an earlier purchase of the insurance.

## NZLC Cancellation, Withdrawal, Changes and Refund / Penalty Policies and Procedures for Domestic Students Courses of 3 months or more

Students who withdraw within the first 8 days of the course (the course/s listed in each NZLC Enrolment Form) will be entitled to the sum of the amount paid less a deduction of the lesser of 10 percent of the fees paid or \$500. (No refund applies for students enrolled less than 3 months)

## NZLC Cancellation, Withdrawal, Changes and Refund/Penalty Policies and **Procedures for International Students**

## 4 weeks or more before course/service commencement:

Enrolment Fee: No Refund

Accommodation Arrangement Fee:

- After Accommodation Confirmation released: No Refund
- After accommodation placement service has started but before the Accommodation Confirmation is released: 50% Refund
- No arrangement started:100% Refund

Accommodation Fees: 100% Refund Tuition: 100% Refund

Airport transfer/Insurance: 100% Refund

All other arrangement fees incurred: No Refund

## Less than 4 weeks before course/services commencement:

Enrolment Fee: No Refund

## Accommodation Arrangement Fee: No Refund

- Accommodation Flar algement Fee: No Related
  Accommodation Fees:

  Homestay before the Homestay Confirmation letter released:
- o With 2 4 weeks' notice: No penalty
   o Less than 2 weeks' notice: 1 week penalty
   Homestay after the homestay Confirmation letter released: 1 week penalty

NZLC City Accommodation refund conditions: refer to each accommodation provider's conditions. If there is any doubt that the arrival time will change from the original scheduled arrival date, NZLC should be contacted immediately so the accommodation arrangement process can be delayed. Otherwise there may be a re-arrang ment fee plus a penalty depending on the booking situation and provider. Tuition: 100% refund

Airport transfer/Insurance:

- 2 working days or more notice prior to arrival: 100% Refund

- Less than 2 working days' notice prior to arrival: 50% Refund
   Less than 2 working hours' notice prior to arrival: No Refund
   Less than 24 working hours' notice prior to arrival: No Refund
   Student did not arrive with provided flight details (No Show): 50% Refund
  All other arrangement fees incurred: No Refund

## After course/service commencement:

Enrolment Fee: No Refund Accommodation Arrangement Fee: No Refund

Accommodation Fees:

- (Homestay) 2 or more weeks notice notice: 100% refund less any other fees incurred / Less than 2 weeks' notice: No Refund (NZLC City Accommodation) refer to each accommodation provider's conditions
- Airport transfer/Insurance: No Refund (the return airport transfer fee is refundable)

All other arrangement fees incurred: No Refund

Tuition:

- Courses less than 5 weeks: Students who withdraw within the first 2 days of the course will be entitled to a refund of 50% on the tuition fees.
- of 50% on the tuition fees. Courses of 5 weeks or more but less than 3 months: Students who withdraw within the first 5 days of the course will be entitled to a refund of 75% of the tuition fees. Courses of 3 months or more: Students who withdraw within the first 10 working days of the course (the course/s listed in each NZLC Enrolment Form) will be entitled to a full refund of the total tuition fee, less a deduction of costs incurred by NZLC, up to a maximum of 25% of the fees paid.

NZLC may consider a 'deferral' where the course must be recommenced within 12 months from the date of original course completion date. Any adjustment of fees for the following year crossover will need to be paid by the student. NZLC will respond with a decision to the student within 2 weeks of receiving the written request. In the event a 'deferral is approved', NZLC will produce a Credit Note and provide a copy to the student. A \$200 administration fee will be charged for reissuing the offer letter and COE for the Credit Note course portion.

## **Circumstantial Policies:**

available for unused study weeks.

Procedures

Procedures for International Students above

Re-issuing a Graduation Certificate: \$50 Secure domestic postage: \$10 - \$40 for A4 certificate Secure international postage: \$80 - \$120 for A4 certificate

Visa Rejection: Tuition fees will be refunded in full within 4 weeks from the date of receipt of notice (written proof From XZ Immigration needs to be provided). **Visa Cancellation:** In the case of non-compliance with visa conditions after arrival in New Zealand and if students

are forced to cancel all or part of their course, no refund is available for the unused study weeks. **Missed Days due to late arriva**: If students arrive after the commencement date, these "missed days" will not be reinstated, and no refund will be given. **Unpreventable event / Natural disaster:** In the event that NZLC must close due to an unpreventable event or

Cancelled course / refused entry to a course: If the course that a student has enrolled in does not commence or if the student does not meet the entrance requirements of a specific course that they have been provisionally enrolled

in, the tuition fee can be transferred to another more suitable course within NZLC or a full refund will apply. **Misconduct and Termination:** NZLC reserves the right to terminate this agreement at their sole discretion if dissatisfied with the student's conduct, behaviour or willingness to comply with disciplinary procedures. No refund is

Service fee refunds will follow the standard NZLC Cancellation, Withdrawal, Changes and Refund/Penalty Policies and

Withdrawal / Cancellation of enrolments: A written request must be sent to NZLC. Transfer/Holiday Request/Change to enrolments: A written request must be sent to NZLC 4 weeks in advance. Homestay Change/Cancellation: A written notice must be sent to NZLC 2 weeks in advance. City Accommodation Change/ Cancellation: The accommodation provider's cancellation policy must be followed.

Any approved refunds will be paid to the student or the student's education consultant unless written permission is directed by the student and the education consultant, (where applicable), to pay to another party.

Additional administration fees and other arrangement fees incurred are at the expense of the student. For example: Reissuing COE for the Credit Note: \$200 per request Second Accommodation Arrangement Fee: 50% to 100% of the original rate

For more details on the withdrawal and refund rules in NZ, refer to the NZQA website: www.nzqa.govt.nz

## NZLC Homestav/Accommodation/Airport Transfer Arrangement Policies

Once NZLC receives the full payment and flight details at least 4 weeks before the student's course start date, NZLC accommodation staff can begin arrangement of the services requested. A confirmation letter with details will be sent at least 1 week before the student's arrival date.

If students need to apply for a visat ocher NZ and have not yet confirmed it 4 weeks prior to the course start date or if they are not able to make payment and/or provide flight details prior to the minimum required weeks mentioned in the "NZLC Conditions of Acceptance", then NZLC must be informed immediately to discuss the options in order to avoid the maximum cancellation penalty charge. Otherwise the student's enrolment and/or requested services might be cancelled.

In addition to the NZLC Homestay/Accommodation rules and regulations, students must also comply with the rules set down by the homestay family or accommodation provider.

Homestay Once NZLC receives full payment and flight details, the Accommodation staff can begin to arrange a homestay.

Homestay Standard: Single Room Placement / Half Board: In a NZLC homestay, students will be provided with a furnished single room, breakfast and dinner on weekdays and three meals on weekends if they are at the homestay. NZLC Accommodation staff will do their best to find a homestay that matches the interests and preferences mentioned on the enrolment form. Twin share and Full Board

Homestay Arrangement: NLZC homestay arrangements may be varied only through NZLC, not directly with the Homestay, NZLC may vary the student's homestay arrangements at their sole discretion if it is fit to do so.

Homestay, Alexchiney vary the students Homestay and agenticities at their sole disclosed used with the same homestay Arrangement fee applies and 2 weeks' notice must be given. Extension with the same homestay: If students wish to stay longer in the same homestay, they must inform NZLC Accommodation staff at least 2 weeks in advance. A second homestay is subject to availability.

Accommodation staff at least 2 weeks in advance. A second homestay is subject to availability. **City Accommodation** The accommodation option must be chosen and stated on the enrolment form. Once this is received, NZLC will contact the accommodation provider to check the availability. If the selected option is available, NZLC will make the pre-booking and this will be stated on the offer letter. If payment is not made within the payment period outlined in Conditions of Enrolment / Enrolment Procedure, the booking request may be automatically cancelled. If the selected option is not available, students must send their alternative option. Once NZLC receives the full payment and flight details, the booking will be confirmed.

NZLC can check the availability in advance if the student's full name, gender, nationality, date of birth, check-in date and check-out date is sent. No booking can be made until NZLC receives the enrolment. <u>Airport Transfer</u>

Once NZLC receives the full payment and flight details, our Accommodation staff can begin to arrange airport transfer services.

## **Payment Details**

Failure to make full payment of the course fee by the specified deadline may result in the course being cancelled. ayment methods accepted: Telegraphic Transfer • Bank Draft • Cash • International Money Orde VISA • Mastercard • EFTPOS • Company cheque

All NZLC Telegraphic Transfer payments should be sent to our trustee's bank account below: Note: Walker Wayland Auckland Limited is NZLC's nominated trustee for the protection of all our student fees:

Account name: Walker Wayland Auckland Ltd Account number: 12-3110-0065474-02 Bank name: ASB Bank Limited Branch: East Auckland Commercial Banking branch Branch physical address: 323 Great South Road, Greenlane, Auckland 1051 SWIFT code: ASBBNZ2A

ALL NZLC Telegraphic Transfer payments must be accompanied by a bank remittance advice with the student name and ID number at the time of deposits to assist our reconciling to: New Zealand Language Centres (NZLC) Email: nzlcaccounts@nzlc.ac.nz fax: +64 9 307 9219

## **Additional Services / Procedures**

NZLC School Transfer Policy: After course commencement, students can request a school transfer between NZLC Auckland and NZLC Wellington. A \$50 accommencement and the charged per request and 4 weeks written notice must be given. Granting of a transfer is subject to course/s and service/s availability at the second school and on the student's visa conditions. Student visa holders transferring 13 weeks or more must apply for a Variation of

**WZLC "City Link" Conditions:** Full Time English course of 12 weeks or more and study at least 4 weeks in each city must be booked. The City Link option, start dates and number of weeks in each city must be selected at the time of must be booked. The City Link option, start dates and number of weeks in each city must be selected at the time of the initial enrolment. Minimum 4 weeks prior booking for the departure flight from each city is required. Any changes to booked flights will incur the airline's applicable fee at the expense of the student. NZLC will charge a \$50 administration fee for any changes to "City Link" programme. Student visa holders may also be required to apply for a Variation of Conditions. The flight includes 1 x suitcase (20kg) and carry-on luggage. Any extra luggage will be at the student's own expense. If the City Link option is chosen at the time of the enrolment but the details for only one campus are given, the full enrolment fee (or City Link enrolment fee) will be charged and a second accommodation arrangement fee will be charged (if applicable). Holiday Request: Students are able to have a 1 week extendable holiday per every 12 weeks of Full-Time study and

up to 4 weeks holiday per year. 4 weeks written notice is required. The extended holiday weeks will be added on to students' original finishing dates provided the visa and insurance are valid for the entire time (1 week = Monday to Friday)

Eligibility for Health Services: Most international students are not entitled to publicly funded health services while in New Zealand. If students receive medical treatment during their visit, they 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 Accident Insurance: The Accident Compensation Corporation provides accident insurance for all New Zealand citizens, residents and temporary visitors to New Zealand, but students may still be liable for all other medical and related costs. Further information can be viewed on the ACC website at www.acc.co.nz

## **Pre-travel Information**

Immigration: All students must have a valid visa with rights to study during the entire duration of their studies at NZLC. 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 www.immigration.govt.nz

## Travel and Medical Insurance:

The NZ Government (NZQA) requires all international students to have appropriate medical and travel insurance for the duration of their enrolment at NZLC and for travel to and from New Zealand, regardless of the type of visa they hold. Schools can only accept insurance policies written in English and which meet the requirement set out in the NZQA Education (Pastoral Care of International Students) Code of Practice 2016. An acceptable insurance policy includes:

- Medical care in New Zealand, including diagnosis, prescription, surgery, and hospitalization; and 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 Death of the student, including cover of 1. travel costs of family members to and from New Zealand; and 2. costs of .
- repatriation or expatriation of the body; and 3. funeral expense The policy also has to meet the below conditions to meet the Code of Practice Guidelines 2016:

A reputable and established insurer with a credit rating no lower than 'A' from Standard and Poors or B+ from A M Best. An insurer who is able to provide 24 hour service, seven days a week.

- Amounts for health cover should be for an unlimited sum insured.

For more information, visit www.nzqa.govt.nz/assets/Providers-and-partners/Code-of-Prac-tice/2016-Code-pdfs/2016-Code-of-Practice-English.pdf and www.nzqa.govt.nz/assets/Providers-and-part-ners/Code-of-Practice/tertiary-guidelines-code-of-practice.pdf

To avoid confusion, NZLC strongly recommends arranging a policy through NZLC prior to arrival in New Zealand Insurance will be arranged with an NZQA compliant insurer such as Southern Cross www.southerncross.co.nz or Orbit Protect www.orbitprotect.com or Uni-care www.uni-care.org

If the student's own insurance policy does not meet the conditions outlined above, the student will be required to upgrade their policy or order one through NZLC, which can be requested at any time during the enrolment process or on arrival **Cost of Living:** Prospective students should ensure that they understand the cost of living in New Zealand before planning their trip to New Zealand. Information about cost of living in NZ can be found on the Immigration NZ website here: www.newzealandnow.govt.nz

## **NZLC Student Conduct, Obligations and Provision of Information**

CONDUCT: Students enrolled at NZLC will comply with all terms, conditions, policies, operating standards, rules or regulations that apply including, but not limited to, our published school "rules and regulations". School rules can be found in the Pre-Departure Manual, (sent during enrolment), and Student Handbook, (received on first day).

MISCONDUCT: Students will comply with NZLC disciplinary procedures and NZLC reserves the right to terminate this agreement at their sole discretion if a student's conduct, behavior or willingness to comply with disciplinary procedures is deemed unsatisfactory. Full details of disciplinary procedures can be found in the Pre-Departure Manual

VISAS / INSURANCE: All NZLC students must comply with their relevant visa conditions at all times. Please note that NZLC is legally obliged to report any breaches of visa conditions to New Zealand Immigration Service and cancel the student's course(s).

All NZLC students must have adequate travel and medical insurance. It is the responsibility of the student to check that the expiry date of the visa and insurance are no later than the end date of their course and take appropriate action where necessary.

PERSONAL INFORMATION provided to NZLC will be made available to New Zealand agencies where applicable. It is the student/parent/guardian's responsibility to provide NZLC with true, correct and up to date information. Students will have the right to correct personal information held about them. The student and NZLC mutually agree that information held regarding the student's academic progress is evaluative material and not personal information. NZLC may check or disclose the personal information that is held about students with or to such persons as credit agencies, homestay providers, local schools, activity providers and the New Zealand Immigration Service in order to carry out the responsibilities under this agreement subject to the provisions of the Privacy Act 1993. Students consent to and authorise this.

NOTICE OF ADDRESS: Students will keep NZLC staff informed at all times of their current address, phone number and other contact details in New Zealand while undertaking an NZLC courses. Students agree that this is an important term of the agreement, the breach of which shall entitle NZLC summarily to terminate this agreement and to expel the student from the school.

STUDENT TESTIMONIALS: By submitting this signed enrolment form, the student consents to the free use of their photo and any written references / samples for NZLC promotional or professional development purposes.

**TERMINATION:** If students fail to meet the obligations under this agreement, NZLC will send a written notice explaining what is wrong, what needs to be done and when it must be done by. If students do not comply with that notice, this agreement immediately may be terminated.

**LIABILITY:** Consumer Guarantees Act – nothing in this clause shall limit or reduce the student's rights (if any) under the Consumer Guarantees Act 1993 unless the student requires NZLC services for the purpose of business in which case they agree that the Consumer Guarantees Act will not apply. Exclusion and Limit of Liability – NZLC will not be liable to the student any loss or damage (whether direct, indirect or consequential) whatsoever whether caused through breach of contract of breach of any other robligation owed for any other reason, or through the negligent omission or any other act of a third party, or through any event beyond NZLC's control, except as cannot be excluded by Jaw. The student will indemnify and hold NZLC hardness in respect of all losses, damages and costs (on a full indemnity basis) incurred by or awarded against NZLC arising out of any claim by any person in relation to the student's conduct in New Zealand.

WARRANTY/CONSENTS: The student warrants that as a party to this agreement they are a person aged over 18 years and/or have legal capacity to execute this agreement in respect of the student. If the reader is not a student then they warrant that all the obligations under this agreement have been explained to the student. In the event that the student suffers a personal injury or illness at any time during their course in New Zealand, they consent the arrangement of such medical intervention as is necessary to preserve life and/or wellbeing by NZLC, NZLC education consultants and/or third party service providers, and the student, (or person responsible) release ent to NZLC from any liability in respect of such action, and will indemnify and hold NZLC harmless for all cost or liability we incur in respect of such action.

## NZLC Attendance Policy for Adult Students\*

\*All Young Learner students must attend 100% of their course and the below procedures do not apply for Young Learner students but any missed classes will be followed up immediately and escalated where appropriate.

- Students are expected to attend 100% of their courses.
- Attendance is marked per session and collated/recorded at the end of each week. If students are late to class, they may be marked absent or not be permitted to enter the class until the next session.
- If a student is going to be absent from a class or session, they must tell their NZLC school. If a student is absent or late to class a lot, the student may be asked to write a letter to the NZLC Principal to explain why their enrolment should not be terminated. If a student's current attendance falls below 90%, NZLC Student Services staff will send them a first warning
- letter Attendance Letter Category 1. The student will be asked to acknowledge their responsibility to improve their current attendance.
- If the student's current attendance falls below 85%, NZLC Student Services staff will send them a second warning letter - Attendance Letter Category 2. The student will be reminded about their previous acknowledgement of their responsibility to improve their current attendance without success. The student will be asked to explain and will then be monitored by NZLC staff regarding their attendance until we are satisfied there is improvement.
- NZLC will inform the student's education consultant/parent/guardian of the current situation, and the consequence in the event their current attendance falls lower. During this phase, if the student misses 20% of their classes in one week, they may be asked to write a letter to the Principal explaining why their enrolment should not be terminated.
- If the student's current attendance falls below 80%, NZLC Student Services staff will send them a third war letter and they may have to write a letter to the Principal explaining why their enrolment should not be terminated. The NZLC Principal will consider the explanation, and prepare a written response to the student's last known address in New Zealand. Student Visa holders must meet the English New Zealand minimum attendance requirement of 80%. Where this has not been achieved, both the % attendance and the non-compliance statement will be clearly shown on student's leaving certificate.
- If the student's enrolment is terminated, they will be asked to leave immediately, without entitlement to a refund or deferral. In addition, NZLC will report all student visa holders to the New Zealand Immigration Service about the situation. Similarly, NZLC will notify the student's education consultant/parent/guardian of the decision.
- Students can check their attendance whilst they are studying at NZLC by talking to NZLC Student Services staff. If a student requires an official NZLC Attendance Certificate, they should see NZLC Student Services staff.

If a student has a complaint about any part of their study and additional services received, the following procedure

## **NZLC Grievance & Complaint Procedures (Dispute Resolution)**

- The student should discuss the matter with an advisor form the Academic, Homestay or Student Services 1. Department The advisor will try to help the student to find a solution and discuss the matter with any other parties involved, e.g.
- 2. If the student is not happy with the action taken, the advisor will discuss the situation with the manager of the 3.
- relevant department and he/she will take whatever action he/she considers appropriate and will report back in writing to the advisor. The advisor will meet with the student to discuss the response and to find out if the student is satisfied with what
- 4. has been done. If the student remains unsatisfied, he/she may be asked to discuss the matter in a meeting with the NZLC Principal.
- If the student remains unsatisfied, he/she may be asked to discuss the matter in a meeting with the NZLC Pri The student may bring a support person to this meeting. The NZLC management will prepare a written reply where applicable If the student is not satisfied with this outcome, the student will be directed to English New Zealand (PO Box 325283, Christchurch 8640/ Email: admin@englishnewzealand.co.rz/Ph: 03-386-1222) If the student is not satisfied with the outcome or the response from NZLC, they can contact the following mutherative: 6. 7.
- 8. authorities

NZQA (breaches of the CoP) PO Box 160 Wellington, 60140 Ph: 0800 697 296 (free phone) Email: gadrisk@nzga.govt.nz Website: http://www.nzqa.govt.nz iStudent Complaints (money or contracts): PO Box 2272, Wellington 6014 Ph: 0800 00 66 75 (free phone) Email: complaints@istudent.org.nz Website: www.istudent.org.nz