

2023/2024 NZLC Group Study Tour Terms and Conditions (v1 130623)

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

Note: The signed NZLC Group Enrolment Form, the accompanying Privacy Policy, and these Terms and Conditions and all terms & conditions related to the particular course(s) and services and all aspects of the information provided on our website and the quotation represents the contract between the student and NZLC ("the Terms").

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) <http://www.nzqa.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 2021 managed by NZQA (New Zealand Qualifications Authority). Copies of the code are available at www.nzqa.govt.nz
- NZLC will provide groups with education and related services according to the quotation provided.
- 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.
- NZLC reserves the right to open or close courses or classes, create, cease or change any activities due to 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.

NZLC Conditions of Acceptance

- Entry test: All NZLC students must agree to sit a 'level assessment test' upon arrival or before arrival. For integrated classes or multiple closed classes, 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.
- Fees: NZLC fees will be charged in accordance with those stated on the NZLC Quotation.
- Special needs and medical conditions: Students may be required to submit additional documents if requested by NZLC prior to or after arrival. NZLC will assess the information and decide whether it is appropriate to commence/continue a course at NZLC.
- A group is defined by students arriving and departing on the same day, following the same programme schedule and being placed in the same accommodation type.
- Minimum group size: 8 students. Groups of less than 8 students may enrol as individual students.
- Maximum group size: dependent on the school's current enrolments and capacity.
- Minimum age: 14 years at tour commencement date.

NZLC Group Study Tour Booking & Payment Procedure

STEP 1 – Confirm your booking

NZLC must receive a booking confirmation by the date specified in the NZLC quotation (normally 4-5 months in advance). At this stage the final name list is not required.

STEP 2 – Send the completed NZLC Group Enrolment Form

The completed NZLC Group Enrolment Form with details of all students and group leaders must be sent to studytours@nzlc.ac.nz at least 8 weeks prior (12 weeks prior in high season – Jan to Mar, July to Aug) to the group's arrival, or as specified in the NZLC quotation. NZLC will then send an invoice.

STEP 3 – Visa Support Letter

Upon request, NZLC can send a Visa Support Letter stating the Group's name, period of tour, programme type and accommodation period. This document 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.

STEP 4 – Payment

- A 50% deposit per tour group is required 6 weeks prior to the group's arrival date. Full payment is required 4 weeks prior to the group's arrival date. Special programmes may require an earlier settlement, in which case please follow the deadline indicated on the invoice.
- Failure to make the deposit/full payment by the specified deadline may result in the booking being cancelled or a \$100 late payment fee per group per day will apply if NZLC can still host the group.
- Make the payment with the GROUP NAME as the REFERENCE and send the remittance statement to studytours@nzlc.ac.nz

NZLC Cancellation, Withdrawal, Changes and Refund/Penalty Policies and Procedures

A written request must be sent to NZLC in all cases.

Group Cancellations/Withdrawals

6 weeks or more before tour commencement date:	100% refund except any fees incurred.
Less than 4 weeks before tour commencement date:	50% refund of total price
Less than 2 weeks before tour commencement date:	25% refund of total price
After tour commencement date:	No refund

Individual student Cancellations/Withdrawals

6 weeks or more before tour commencement date:	100% refund except any fees incurred.
Less than 4 weeks before tour commencement date:	Cancellation fee is 25% of price per student plus any additional costs incurred
Less than 2 weeks before tour commencement date:	Cancellation fee is 50% of price per student plus any additional costs incurred
After tour commencement date:	No refund

Circumstantial Policies and Additional Fees:

Changes	If there are any changes to the group arrangement, NZLC will send a revised invoice. Penalty fee per person per change plus any additional costs incurred from such changes or costs already paid to the service providers will incur.
Visa Denial	Above cancellation/withdrawal penalty applies.
Visa Cancellation	In the case of non-compliance with visa conditions after arrival in New Zealand wherein the students/groups are forced to cancel all or part of their programme, no refund is available.
Missed Days due to late arrival	If groups arrive after the commencement date, there is no refund for these "missed days".
Unpreventable Event / Natural Disaster	In the event that NZLC must close due to an unpreventable event or natural disaster (e.g. power blackout, storm), then there will be no refund for any "missed days".
Misconduct and Termination	No refund is available.
Refund	Refunds will be paid to the tour group organisers within 4 weeks of receiving the written request and bank details.
Additional Fees	<ul style="list-style-type: none">Re-issuing a Visa Support Letter: \$250Additional Accommodation Arrangement: 50% to 100% of the original accommodation arrangement feeRe-issuing a Graduation Certificate: \$50

NZLC Young Learners (under 18yrs) Rules and Regulations

- The person/company responsible for organising the group needs to explain and understand the NZLC Group Terms and Conditions. The parents' contact details and signature are required.
- Young Learner students must agree to the following rules as well as the rules and procedures outlined in the Pre-Departure Manual:
 - 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 8:30 a.m. every day.
 - Return home by 6:00 p.m. every day.
 - Respect school property, listen to your teacher and follow their class rules.
- 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.
- All Young Learner Accommodation Providers will be sent the "Hosting YL Guidelines", which must be read and followed.

Supervision/Group Leaders

- NZLC requires the following supervision ratios of group leaders to students:
 - Students aged 18 years or older: up to 20 students per group leader/teacher/supervisor
 - Students aged 14-17 years: up to 15 students per group leader/teacher/supervisor
- Required Supervision ratios for groups staying in city accommodation may vary and depend on the chosen accommodation option and age of the students.
 - 14-17yrs: NZLC will make every endeavour to ensure the safety and welfare of young learners while studying in the school. Should there be any concerns about the welfare of the student, the appropriate department will be consulted and the concerns will be discussed with the supervisor of the tour group. The supervisor is responsible for the day-to-day care of the students outside of school hours and the company organising the group must receive a written agreement from the students' parents acknowledging this.

NZLC Homestay & Accommodation Arrangement Policies

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.

Damage or loss to property: NZLC cannot be held liable for any damage or loss to property a student has caused in their NZLC homestay or city accommodation. Students must notify the accommodation provider immediately if anything is not in order; otherwise, they could be held liable for the repair cost.

Homestay

Once NZLC receives the NZLC Group Enrolment Form and flight details, NZLC will begin to arrange the accommodation services. The confirmation letter with accommodation details will be sent at least one week before the student's departure. The standard Homestay option is a single room placement with half board. (A furnished single room, breakfast and dinner on weekdays and three meals on weekends). NZLC will try to match the student homestay preferences as chosen on the enrolment form but this cannot be guaranteed.

Twin share, Young Learner Full Board or special meal options are also available upon request.

Recommended check-in/check-out should be the weekend prior to the course start date and the weekend of course completion.

- Additional Accommodation Arrangement Placement Fee: 50 - 100% of the original accommodation arrangement fee is required
- Special meals (vegan, gluten free, lactose intolerant etc.): \$30 per week per student

City Accommodation

Once NZLC receives the completed NZLC Group Enrolment Form, NZLC will start to arrange the accommodation services. If the selected option is available, NZLC will make a booking and accommodation details will be sent at least 1 week prior to the group's arrival. If the selected option is not available, an alternative option will be booked in consultation with the group organiser. NZLC can check availability in advance if the group size, gender ratio, age range, and check-in and check-out date is sent, however a booking can only be made once NZLC receives the completed group enrolment form.

NZLC Airport Transfer Arrangement Policies

Once NZLC receives the completed NZLC Group Enrolment Form and flight details, NZLC can begin to arrange airport transfer services if requested.

NZLC Student Conduct, Obligations and Provision of Information

Visas: All students must have a valid visa with rights to study during the entire duration of their studies at NZLC and must comply with the relevant visa conditions at all times. All students must inform NZLC immediately if their visa status changes. Full details of visa and permit conditions can be viewed at www.immigration.govt.nz. NZLC is legally obliged to report any breaches of visa conditions to Immigration New Zealand and cancel the student's course(s).

Cost of Living: All students must understand the cost of living in New Zealand before planning to come to New Zealand. Information about cost of living can be found at: <https://www.studyinnewzealand.govt.nz/live-work/cost-of-living/#module=785>

Travel and Medical Insurance:

All international students must have appropriate and current medical and travel insurance for the duration of their enrolment at NZLC and for travel to and from New Zealand and travel within New Zealand, regardless of the type of visa held.

NZLC can only accept insurance which meets the requirements set out in the latest New Zealand Qualification Authority (NZQA) Education (Pastoral Care of Tertiary and International Learners) Code of Practice 2023. For more information, visit: www.nzqa.govt.nz

- Covers travel to and from New Zealand and travel within New Zealand; and
- 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 expenses
- You will be liable for expenses relating to a pre-existing condition that are not covered by your insurance.
- If you provide your own insurance, the insurance certificate and policy must be submitted to NZLC in English.

Conduct & Behaviour: All students must comply with New Zealand law and regulations as well as NZLC rules and regulations.

Change of Contact Details: All students must inform NZLC immediately if their address, phone number, email address and other contact details in New Zealand change while undertaking an NZLC course.

Attendance: Students are expected to attend 100% of their course(s).

Young Learners: any missed classes will be followed up immediately and the NZLC Disciplinary process will be initiated. Students 18+ years: If an adult student is going to be absent from a class, NZLC must be informed. Attendance is marked per session. If students are late to class, they may be marked absent or not permitted to enter the class until the next session. Students can check their attendance at NZLC. NZLC issues a warning letter when a student's current attendance falls below 90%, 85% and 80%. A final warning letter will be issued if attendance still does not improve, and a termination of enrolment may result if a student's overall attendance falls below 80%.

Course Completion Certificate: All students receive a course completion certificate. If the student's final attendance rate is less than 80%, a non-compliance statement will be clearly shown on the student's leaving certificate.

Disciplinary & Termination Process

If students fail to meet the obligations under this agreement, NZLC will either give a verbal warning or a warning letter explaining what is wrong, what needs to be done and when it must be done by. If students do not comply with the warning, this agreement may be terminated immediately. NZLC reserves the right to terminate this agreement at their sole discretion if a student's conduct, behaviour or attendance is deemed unsatisfactory. 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 the termination to Immigration New Zealand where applicable. If applicable, NZLC will also notify the student's education consultant/parent of the decision.

Liability/Warranty/Consents

Student Testimonial: By submitting the signed Group Enrolment form, the students consent to the free use of their photo and any written references / samples for NZLC promotional or professional development purposes.

Liability: Consumer Guarantees Act – nothing in this clause shall limit or reduce the students' rights (if any) under the Consumer Guarantees Act 1993 unless a 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 students for any loss or damage (whether direct, indirect or consequential) whatsoever whether caused through breach of contract or breach of any other obligation 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 law. The students will indemnify and hold NZLC harmless 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 students 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 a student suffers a personal injury or illness at any time during their course in New Zealand, they consent to 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) releases NZLC from any liability in respect of such action, and will indemnify and hold NZLC harmless for all cost or liability we incurred in respect of such action.

NZLC Grievance & Complaint Procedures (Dispute Resolution)

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

- The student should discuss the matter with an advisor from the Group Study Tours or Accommodation Department.
- The advisor will try to help the student to find a solution and discuss the matter with any other parties involved, e.g. teacher, homestay family.
- If the student is not happy with the action taken, the advisor will discuss the situation with the manager of the 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 the outcome.
- If the student remains unsatisfied, he/she may be asked to discuss the matter in a meeting with the NZLC Principal. The student may bring a support person to this meeting.
- 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 35283, Christchurch 8640. Email: admin@englishnewzealand.co.nz. Ph: +64 (0)3 383 7153.
- If the student is still not satisfied, they can contact the following authorities.

The Complaints Officer

Quality Assurance Division
New Zealand Qualifications Authority
PO Box 160 Wellington 6140
Email: risk@nzqa.govt.nz
Website: www.nzqa.govt.nz

Student Complaints (money or contracts)

PO Box 2272, Wellington 6140
Ph: 0800 00 66 75 (free phone)
Email: complaints@istudent.org.nz
Website: www.istudent.org.nz