



Enrolment Contract Terms & Conditions

The Code of Practice for the Pastoral Care of International Students “The Code”

MMLC has agreed to observe and be bound by The Code published by the Minister of Education and administered by NZQA. Copies of the code are available from <http://www.nzqa.govt.nz/providers-partners/education-code-of-practice/> or a summary can be obtained from MMLC.

Student Complaints

If a student has a complaint, there are steps to be followed:

1. If a student has a complaint about their class they can go to the Director of Studies.
2. If necessary they can go to the Manager or to the Director.
3. Complaints of any other nature should be directed to the Manager or to the Director.
4. If necessary they can contact English New Zealand. Contact details are: The Secretary, English New Zealand, PO Box 35283, Christchurch.
5. If necessary, they can contact the New Zealand Qualifications Authority. Details are here – <http://www.nzqa.govt.nz/assets/Providers-and-partners/Code-of-Practice/int-students-make-a-complaint-updated.pdf>

Discipline and Attendance

Student visa holders must attend all classes they are enrolled for. Students must provide a reason to be excused from class. If you are sick please send an email to info@mmlc.co.nz or a text to 021-0249-2942. Students are expected to take part fully in classes and show respect and consideration for other students, staff and homestay families. Students who fail to attend class regularly or do not contribute in class will normally be given a verbal warning and then two written warnings in an attempt to remedy a problem. A third written warning may result in an enrolment being terminated. In any case where the student is in breach of New Zealand law expulsion can be immediate. MMLC is bound to advise Immigration New Zealand of any changes to students' enrolment status.

Student Fee Protection

In the unlikely event of an unforeseen closure of the school, MMLC has a bank bond in place with Westpac Banking Corporation for the protection of tuition and homestay fees. In the case of unforeseen closure the student will be paid any outstanding fees, which may be paid to the student or another provider of your choice. MMLC may need to provide student information to the New Zealand Qualifications Authority (NZQA) or the trustee. For courses more than 3 months, in accordance with Sections 235A and 235B of the Education Act, MMLC operates a trust account with RHB Trust Services Limited. The independent trustee of the bank bond is RHB Trust Services Limited. Fees for courses more than 3 months are held in the trust account until 10 working days after the first day of the student's course. By signing this contract you acknowledge and accept the above arrangement.

Refunds

All applications for refunds must be accompanied by the original documents issued by MMLC, along with evidence that the documents were not used to obtain a visa to come to New Zealand. All refunded payments will return to the person/agency they were received from. For students who wish to withdraw before their course starts the school has the following policy: If students cancel their course at least one week in advance of the start date, we will send a refund of fees paid less the \$250 registration fee and \$250 homestay arrangement fee and less any agent fees. In case of visa denial, students must notify us at least two business days in advance of the start date to receive a refund of tuition fees or tuition deposit. We must receive a copy of the denial letter from the Immigration New Zealand along with the original acceptance documents to issue the refund. Any refunds will be returned to the person who made original payment less any agent fees.

If students wish to postpone their course, they must notify us at least two business days in advance of the start date; no credit will be issued thereafter. Any fees paid will be credited towards the course at a later date, valid for up to 6 months.

Students will not receive any compensation if they decide to change from an intensive to a part time course. There is no compensation made for classes missed due to public holidays, emergencies, bad weather or student illness. If a student wishes to take a holiday they must apply to do so at least one week in advance to have fees transferred to another week.

If students wish to withdraw from their course after it has started the school operates a refund policy in line with the New Zealand Government Policy, which states: If the course is of three months duration or more and the withdrawal occurs up to the end of the 10th working day after the first day on which the PTE requires the student to attend the establishment: in such cases the PTE may deduct up to 25% of the fees paid, provided the PTE incurred costs to this amount and can justify these costs. Courses five weeks or more but less than three months and the withdrawal occurs up to the end of the fifth day after the start of the course: in such cases the PTE must pay an amount equal to the fees paid less a deduction of 25%. Courses under five weeks and the withdrawal occurs up to the end of the second day after the start of the course: in such cases the PTE must pay an amount equal to the fees paid less a deduction of 50%. However, if two days constitutes the full amount of tuition paid for by the student the PTE may retain 100% of the payment. These are the minimum requirements. In special circumstances a PTE may also elect to make a refund that is greater than specified in its refund policy.

Registration and Payment of Fees

Registration should be sent at least two weeks before the course commences. Fees must be paid in full before the course commences.

Orientation and Support Services

Each student will be given an orientation pack and briefing upon arrival at MMLC. You will receive a local map together with information on MMLC, living in New Zealand and homestay information; will be shown the school and given assistance to open a bank account if required. If a student needs advice, they should talk to Esther. Assistance is available in most languages.

Course Changes

Students may not make changes to their course after it has begun unless there are extenuating circumstances and the Director approves the change. Students will not be given a refund for any change from a full time to part time course.

Course Levels

Students are expected to have a minimum elementary level of English. MMLC does not offer less than beginner level classes. If a student is assessed as having a level below the minimum then one-on-one lessons may be arranged depending on availability, at additional cost.

Holidays

Students may not interrupt any course of 12 weeks or less by vacation. Students must give at least one week's notice of taking a holiday. Students may not take a holiday mid-week. Homestay fees for holiday periods are not included in the course fees and students are required to continue payment arrangements with their homestay.

Accommodation

Homestay accommodation with local families is arranged for the duration of the course, or as requested. Homestay provides a private room with bed; breakfast and dinner/weekdays; all meals/weekends. Students over 18 who require alternative accommodation will be referred to local agents. Costs range from \$180-\$300/week plus food and utilities (ie. power/phone/internet/rubbish/water). If a student is not in accommodation arranged by MMLC, MMLC must be informed of a current address and any changes to a student's current address.

If a student wishes to move out of their homestay, a minimum of one week's advance notice must be given. If less than one week's notice is given then one week of homestay fees will be deducted by the school. If a student wishes to change homestay, an arrangement fee of \$100 may be charged.

Students Under 18 Years

Students under 18 must live in homestay accommodation approved by MMLC. They must have written permission from their parents before changing their course, accommodation, taking any holiday or undertaking any high-risk activity such as sky-diving or white water rafting. Students aged under 18 years must be enrolled on a full time programme. Students aged under 18 years may not leave Mount Maunganui without their parents and school permission.

Liability and Insurance

All students must hold a comprehensive medical and travel insurance package while they are enrolled at MMLC.

1. 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 <http://www.moh.govt.nz>
2. Accident Insurance: The Accident Compensation Corporation provides accident insurance for all New Zealand citizens, residents and temporary visitors to New Zealand, but you may still be liable for any other medical and related costs. Further information can be viewed on the ACC website at <http://www.acc.co.nz>
3. Medical & Travel Insurance: International students are required to have appropriate and current medical and travel insurance while studying in New Zealand.

MMLC cannot be held responsible for any sickness, damage, injury or loss incurred by a student. No refunds will be made for activities cancelled or changed because of weather.

Publicity & Privacy

From time to time we take photographs and/or videos of students during school social events, activities or classes for use in any format including promotional material and social media. By signing this form you agree that such images may be used for the above stated purpose. MMLC does not sell student information. From time to time MMLC might have to share information with a government agency or associated body to assist students or preserve student safety. By signing this form you agree that your information can be shared as necessary. This student authorises the staff at Mount Maunganui Language Centre to discuss visa application for this provider with Immigration New Zealand; to obtain information regarding the processing of the visa application and the decision on the application.

Public Holidays

No compensation is given for the days the school is closed. The normal weekly rate is payable for weeks in which there are holidays.

This Enrolment Contract is updated from time to time as required. If you have any questions please see the Director or Manager.

Name _____ Email address _____

NZ address (if not homestay) _____

NZ contact phone / mobile number _____

NZ emergency contact person (non-homestay students) Name _____ Phone number _____

I have read and agree to abide by the terms and conditions of the school. Signed by the student or parent / guardian for students aged under 18 years.

Signature _____

Date _____