

# CONDITIONS OF ENROLMENT

## 1. Application and payment of fees

- 1.1 The student ('you') must be 18 years or older, or if you are under 18 years old, you must have the consent of your parents to apply to take a course of study at Languages International ('the school', 'we').
  - 1.1.1 'Course' means your full programme of study at the school, not the individual components of your full programme.
  - 1.1.2 You must apply to study on the official Application for Enrolment form issued by the school or in another format that has previously been accepted by the school.
  - 1.1.3 The application can be submitted on your behalf by a language travel consultant. Any such consultant is deemed an agent of you, the student, and a retailer of our school services.
  - 1.1.4 To show acceptance of an application, we will issue an Offer of Place showing details of the offered course and fees. If this offer is not accepted, adjusted or declined by you or your agent within 12 weeks of the offer date, we will consider the offer to have expired. Any subsequent application will be considered a completely new application.
  - 1.1.5 You must sign your name on the Application for Enrolment form or its substitute, to show that you have read, understood and accepted these Conditions of Enrolment. Where applicable, your signature must be written in Latin script as well as in the original.
- 1.2 You must pay in full and in advance for the period of study shown on your offer. After your payment has been received, we will issue a Certificate of Enrolment confirming the details of your course and, if you request it, a Receipt.
  - 1.2.1 Fees paid to us in advance are held by Bendall & Cant Trustee Company Ltd and in the event of a course closure, they will be transferred to an alternative provider or to the person who paid your fees to us. This arrangement has been accepted by the New Zealand Qualifications Authority as meeting the requirements of the Education Act 1989 and the Student Fee Protection Rules 2013.
  - 1.2.2 All fees are calculated in complete weeks, and study for any portion of a week is counted as a full week. No compensation is given for public holidays, when the school is closed.

## 2. Cancellation and refunds

- 2.1 Any refunds that we agree to are made in NZ\$. The school is not responsible for any changes in the value of currencies or for students' bank fees.
  - 2.2 Where payment has been received from a language travel consultant, we will refund the weekly tuition fees to that consultancy. Any accommodation payment received by us can be refunded directly to you or to your agent.
- ### 2.3 Before your course has started
- 2.3.1 If you cancel for personal reasons one working day or more before your course start date, we will refund all payments made for weekly tuition. We do not refund the registration and accommodation placement fees. If less than 2 weeks' notice is given, we will retain up to 2 weeks' accommodation payments.
  - 2.3.2 If you cancel because your application for a visa to allow you to study at the school is declined before your arrival, we will refund all of your pre-paid weekly tuition and accommodation fees.
  - 2.3.3 If you cancel a re-enrolment booking because your application for a visa to allow you to continue your course is declined before the start date of the re-enrolment booking, we will refund all of the pre-paid weekly tuition fees for that booking.
  - 2.3.4 Otherwise, no refunds of weekly tuition fees will be given on re-enrolment bookings.

### 2.4 After your course has started:

- 2.4.1 If your course is up to 4 weeks and you withdraw from the course in the first 2 days, we refund 50% of any tuition and registration fees paid.
- 2.4.2 If your course is 5 weeks or more and you withdraw from the course in the first 5 days, we refund 75% of any tuition and registration fees paid.
- 2.4.3 If your course is 13 weeks or more and you withdraw from the course in the first 10 days, we refund your tuition and registration fees minus a maximum of 25% of the total paid.
- 2.5 After your agreed course start date, we do not refund your tuition fees or change your course finishing date if you:
  - arrive late for your course without notifying the school;
  - leave before your course is finished; or
  - take time off during your course, except under our leave policy (below).You cannot convert your paid full-time course into an extended part-time course to the same value. Unused weeks of study cannot be transferred to another student.
- 2.6 If you wish to leave the school to attend a mainstream tertiary course (not an English language course) or foundation course, AND have achieved at least 5.5 overall in the IELTS test (Academic format, with no score lower than 5), we will refund your fees from the start date of your new course if you do the following:
  - First show us the offer of place for the institution you wish to attend for us to approve before you confirm your enrolment in the new course; then
  - If we approve the course, show us the original enrolment certificate and original fees receipt from the institution; and
  - Show us your new student visa for the institution.
- 2.7 Any fees associated with your course that are paid to external providers (for example, examination fees) can only be refunded to you if we can obtain a refund from the external provider. We will deal with any requests for such refunds on a case-by-case basis.

## 3. Leave Policy

- 3.1 You may take up to 4 weeks' study leave during your course for every 24 consecutive weeks of enrolment.
  - 3.1.1 If you take leave, the finish date shown on your Certificate of Enrolment will be changed accordingly. It is your responsibility to check that the expiry dates of your student permit and your insurance are later than your revised finish date, and to take appropriate action if necessary.
  - 3.1.2 If you withdraw from your course before completing 24 weeks, you give up the right to any weeks of leave already taken.
  - 3.1.3 You must complete a Leave Application form and submit it at the school's Reception at least 2 weeks before you want to start your leave. Leave must be taken in whole weeks, Monday to Friday.
  - 3.1.4 Accommodation during leave weeks is not charged when you book your course.

For homestay payments while you are on leave, please see section 4.3 below.  
3.1.5 Students whose current attendance is less than 80% may not be allowed to take leave.

## 4. Accommodation

- 4.1 You authorise the school to act on your behalf to arrange and administer accommodation with persons supplying suitable accommodation in accordance with the preferences set out in your Application for Enrolment.
- 4.2 We will give you a quotation for accommodation according to your requests, as detailed in your Application. We will only confirm the accommodation that we have quoted after we receive payment as detailed in our Offer of Place.
- 4.3 The conditions in this section apply only to homestay accommodation arranged by the school.
  - 4.3.1 We need to receive the payment for your homestay accommodation at least two weeks (four weeks for under-18 students) before the start of your stay. If we receive your payment less than two weeks (four weeks for under-18 students) before the start of your stay, we cannot guarantee your homestay accommodation as requested and may have to arrange alternative accommodation.
  - 4.3.2 We will refund pre-paid weeks of homestay accommodation if you find other accommodation. However, you must give the school and the homestay host two weeks' notice of your intention to leave the prepaid homestay or pay the cost of up to two weeks' homestay.
  - 4.3.3 If you ask us to change your homestay for an alternative homestay, we will take up to two weeks from the date of your request to arrange the alternative homestay. During those two weeks, we will ask you to stay in your current homestay or pay the cost of up to two weeks' homestay.
  - 4.3.4 You must pay the school a weekly homestay retainer fee if you temporarily leave your homestay (study leave as in section 3, or during the annual Christmas break) and want to return to that homestay. You must tell the school and the homestay host about this at least 2 weeks before you intend to start your leave. If you stay in your homestay for any part of a week's leave or break, you must pay the full weekly fee for that week.
- 4.4 Conditions for student residence accommodation vary according to the accommodation provider. We will supply specific conditions, including refund conditions, on application.
- 4.5 If you want to change or extend your stay in accommodation that the school has arranged for you, you cannot make a private arrangement with your homestay host or accommodation provider, or with the homestay host or accommodation provider of another of our students. You will also have to pay all additional costs resulting from any changes or extensions that you ask for before we can confirm them.

## 5. Attendance and behaviour

- 5.1 You are expected to attend all lessons and follow the rules of behaviour explained in the School Rules on page 6 of the Student Handbook or on our website at: [www.languages.ac.nz/school-rules/](http://www.languages.ac.nz/school-rules/)  
You must also comply with the conditions of your visa to stay in New Zealand.
- 5.2 The school reserves the right to take action against any student who breaks NZ law or fails to follow the School Rules and these Conditions of Enrolment. These actions include but are not limited to:
  - changing the particulars of a student's course of study
  - withholding documents such as completion or achievement certificates
  - refusing to offer further enrolment periods
  - expelling a student from the school with no refund of prepaid tuition fees and with notification to Immigration NZ that the student's student visa is no longer validWhere any such actions are taken, students have the right to appeal to the Chief Executive.
- 5.3 If you are persistently absent from school without a valid reason, we will begin a process of warnings that could lead to your expulsion. Expulsion decisions are made by the Director of Studies.
  - 5.3.1 If you are continuously absent for a period of 3 weeks (15 school days) and we are unable to deliver official warnings to you in written or spoken form, we reserve the right to expel you from the school.

## 6. Liability

- 6.1 Medical and Travel Insurance are required by law. It is your responsibility to ensure that you have adequate medical and travel insurance to cover personal belongings, sickness, repatriation and loss of course fees if you need to shorten your course due to illness of yourself or a close family member. We are happy to arrange insurance for you if you request it on the Application for Enrolment. The school cannot be held responsible for any sickness, injury, damage or loss incurred within the school or on school activities or tours, or in your place of accommodation. You will be asked to sign a form releasing the school from all such liability on your first day at the school.
- 6.2 The school shall not be liable if the services we state we offer cannot be provided for reasons beyond our control.

## 7. Code of Practice

- 7.1 Languages International has agreed to observe and be bound by the Education (Pastoral Care of International Students) Code of Practice, published by the New Zealand Qualifications Authority. Copies of the Code are available on request from the school or from:  
[www.nzqa.govt.nz/providers-partners/education-code-of-practice/](http://www.nzqa.govt.nz/providers-partners/education-code-of-practice/)

## 8. Immigration

- 8.1 It is your responsibility to ensure that you are allowed to be in New Zealand under the Immigration Act 2009 to undertake your course.
- 8.2 You accept that if you hold a student visa and withdraw from your course, the school is required under the Education Act 1989 to notify Immigration NZ of your name and the day of your withdrawal from the course.

## 9. Versions

- 9.1 The definitive version of these Conditions is at the school's website: [www.languages.ac.nz/conditions-of-enrolment/](http://www.languages.ac.nz/conditions-of-enrolment/)
- 9.2 You accept that any translations of the school's information or conditions are provided for your convenience only. Where there is a difference in meaning or interpretation in any translations, the most recent English language version shall apply.

*Please sign the declaration on the Application that you have accepted these conditions. We look forward to receiving your enrolment.*