

# CONTRACT OF ENROLMENT

Enrolment in any course is subject to sufficient numbers and availability of places. Once payment is made on an offer of place that the University of Otago Foundation Studies Ltd (UOFS) has issued to a student, then, this Contract of Enrolment becomes a binding contract between the UOFS and the student.

UOFS reserves the right to amend course arrangements, fees, policies and procedures without prior notice. Please refer to our website ([www.otago.ac.nz/uolcfy](http://www.otago.ac.nz/uolcfy)) for the most current information.

International students are required to have current Medical and Travel Insurance that meets the Ministry of Education guidelines and UOFS policy, while studying in New Zealand.

International students must have the correct visa and permit to study at UOFS. For all visa and permit enquiries, please contact Immigration New Zealand at [www.immigration.govt.nz](http://www.immigration.govt.nz).

This contract shall be governed by and construed in accordance with the laws of New Zealand.

## Student Charter

Students must adhere to the Student Charter as specified on the UOFS website (<http://www.otago.ac.nz/uolcfy/about/policies/#Charter>).

Students are expected to attend all classes and comply with the conditions of their permit to study in New Zealand.

UOFS reserves the right to suspend or terminate the enrolment of any student who does not comply with UOFS rules and regulations, and notify Immigration New Zealand.

## Accommodation Policy Summary

International students under the age of 18 are required to live with Homestay families unless the parent or legal guardian indemnifies UOFS and assigns an caregiver who meets the requirements of UOFS and the Education (Pastoral Care of International Students) Code of Practice 2016.

The minimum first booking duration for Language Centre students is 8 weeks (56 nights), or the length of the course if its duration is less than 8 weeks.

The minimum first booking duration for Foundation Year and all other students is 4 weeks (28 nights).

Hosts and students must give 7 nights notice before cancelling or leaving a Homestay booking.

If written notice of Homestay cancellation is received before the student arrives, then the student is eligible for a refund of all Homestay fees, less the placement fee.

If written notice of Homestay cancellation is received after the student arrives, then the minimum booking is forfeited and any remaining fees will be refunded. Students may apply to hold their room at a reduced rate (please contact the Accommodation Office for this rate) if they plan to be away for 21 nights or more.

## Fees and Payment Policy

All course related fees must be paid, or a financial guarantee must be provided, prior to course commencement.

Financial Guarantees must specify the student's course and course dates. Places are not guaranteed and students will not be enrolled until all course related fees have been fully paid, or a Financial Guarantee has been provided.

If a scholarship provider or StudyLink does not make payment, the student is liable for the unpaid fees.

All fees related issues are subject to the procedures outlined in the fees policy (<http://www.otago.ac.nz/uolcfy/about/policies/index.html#Fees>).

## Course Cancellation/Withdrawal Policy

All notices of cancellation/withdrawal must be made in writing where a student has confirmed his/her place by payment of fees, but does not register, he/she will be eligible for a refund of fees, less refund fee.

If written notice of withdrawal is received after the student's course commencement but within the induction period, a cancellation fee will apply and the remaining fees will be refunded:

Language Centre

- Induction Period – 5 days
- Cancellation Fee – 2 weeks tuition fees

Bridging Programme

- Induction Period – 5 days
- Cancellation Fee – 2 weeks of tuition fees

Foundation Year

- Induction Period – 21 days

If written notice of withdrawal is received after the student's course commencement and induction period:

- Language Centre students will forfeit any fees paid for the half of the term in which the withdrawal is submitted and will be eligible for a refund of any fees paid for future terms.
- Foundation Year students will forfeit all fees paid for the current term and will not be eligible for any refund.

If a withdrawal is submitted because a student has met the requirements and enrolls in a future course within the University of Otago or UOFS before the completion date of the course that s/he is currently enrolled in, then the tuition fees paid for the current course will be credited from the enrolment date of the future course onwards and used as payment towards the future course. These fees will not be refunded.

A notice of withdrawal due to exceptional circumstances may be accepted as grounds for a refund. Exceptional circumstances are circumstances that are out of the control of the student. In these circumstances the CEO has the discretion to make a variation to the policy regarding any credit, transfer or refund of fees. There is no obligation to grant a refund in exceptional circumstances. Exceptional circumstances may include:

- Serious illness or disability of the student
- Death of the student or close family member (parent, sibling, spouse or child)
- Political, civil or natural event that prevents the arrival of the student.

In the event of a withdrawal from a course(s), UOFS must be reimbursed for any fees which have been paid on behalf of or incurred by the student.

Where UOFS refunds tuition fees, the student's representative/agent fees will be deducted from the refund. The cost of any additional services that were completed prior to withdrawal will also be retained.

UOFS will not refund fees of any student whose offer of place is cancelled or withdrawn due to the supplying of incorrect and/or fraudulent documentation, non-attendance or expulsion by UOFS.

## Refunds

A refund fee applies to all refunds to New Zealand bank accounts and an overseas refund fee applies to all refunds to overseas bank accounts.

Students may apply for a refund of any overpayment of fees or living expenses.

International students who obtain permanent resident status after commencing a course will not be eligible for a refund of international tuition fees for the current term.

If UOFS withdraws an offer of place or cancels a course, all fees are fully refundable. Students who take holidays during a course are not eligible for refunds for the time they are away.

UOFS will not provide compensation for any public holidays or necessary closures.

## Liability

To the fullest extent permitted by the Consumers Guarantees Act 1993 or otherwise at law or in equity, UOFS shall under no circumstances be liable to the student or the applicant(s) or any other person for direct or indirect or consequential loss or damage of any kind arising out of or attributable to any breach by UOFS of its obligations under the Contract of Enrolment, negligence on the part of UOFS or any act or thing done or not done by UOFS and for the purposes of this Contract of Enrolment consequential loss shall include (without limitation), loss of income, profit and loss or damage to persons or property.

## Obligation

UOFS undertakes to provide tuition as set down from time to time in the prospectus. UOFS may decline to offer a course or subject if there are insufficient students wishing to study it or there is no staff member available to teach the course. At times, it may also be necessary to close the roll in a subject if it is deemed to be full by the Board of Directors.

## Privacy Act

The information collected by UOFS during the enrolment process and during the period in which the student is enrolled at UOFS will be treated in accordance with the Privacy Act 2020, it is intended for use in connection with student education and well-being and will only be accessed by staff for those purposes, or for other limited purposes as allowed in the Privacy Act. Personal information will be securely stored and will only be shared if required. The student has a right to access and correct the personal information collected by UOFS.

## Complaints

Students may undertake a complaints procedure, with the help of a Student Support Officer.

UOFS is a signatory to the New Zealand Qualifications Authority Education (Pastoral Care of International Students) Code of Practice 2016. UOFS is a member of English New Zealand and students may approach English New Zealand for assistance via the website ([www.englishnewzealand.co.nz](http://www.englishnewzealand.co.nz)).

Students are entitled to appeal any decision through the:

- UOFS Appeals Committee
- CEO or the Board
- NZQA.

New Zealand Qualifications Authority

Phone: 0800 697 296

Email: [qadrisk@nzqa.govt.nz](mailto:qadrisk@nzqa.govt.nz)