

SOUTHERN CROSS LANGUAGE INSTITUTE

CONDITIONS OF ENROLMENT

1.0 Enrolments

- 1.1 All enrolments at the Southern Cross Language Institute Ltd (also referred to as SCLI in this document) become legally binding 10 days after the first day of the course. Any legally binding enrolments are subject to these Conditions of Enrolment.
- 1.2 SCLI reserves the right at all times to decline an enrolment application. If an enrolment application is declined, any fees paid in advance will be repaid promptly in full.

2.0 Payment of Fees

- 2.1 Tuition fees for the full year and the Fee for Extras must be paid in full in advance. The tuition fees cover the delivery of the one year Diploma course in English as a Foreign Language, as prescribed in the SCLI syllabus. SCLI shall not be in default of its obligations to deliver tuition if the performance of those obligations is prevented by an event or events beyond the reasonable control of SCLI. However, if this were to happen, the unexpired portion of all fees will be refundable.

3.0 Course Withdrawal and Refunds

- 3.1 SCLI's refund policy is in accordance with the Education Act 1989 and the Notice issued 19 May 2011, which reads as follows:

Notice

1. Title-This notice is the Education (Foreign Students-Refund Requirements) Notice 2011.
2. Commencement-This notice comes into force on 20 June 2011.
3. Interpretation-In this notice:

Act means the Education Act 1989.

4. Withdrawal period-The period within which a foreign student enrolled for a course of study or training that is a course of three months or more may withdraw from it and be entitled to a refund under section 236A(1)(f) of the Act is 10 working days.

5. Maximum percentage of payments-The maximum percentage of the payment, or of the sum of any payments, made to a private training establishment by a foreign student who is entitled to a refund under section 236A(1)(f) of the Act that a private training establishment may retain is 25%.

6. Cost components of total fee payments-The cost components of the fee total on which the maximum percentage of the payment, or of the sum of any payments, specified in clause 5 is determined are the following:

- (a) Tuition fees, including amounts for the export education levy, recruitment, marketing, agents' commission, and overhead costs.
- (b) Course-related payments, including examination fees, and the costs of books and uniforms.
- (c) Administration fees, or registration fees, or both.
- (d) ESOL (English for Speakers of Other Languages) support.
- (e) Student services fees.
- (f) Airport pickup.
- (g) Insurance.
- (h) Accommodation.

7. Expenses to be shown by private training establishment-In order for a private training establishment to deduct up to the maximum percentage specified in clause 5 in relation to a foreign student who is entitled to a refund under section 236A(1)(f) of the Act, the establishment must show that:

- (a) it has incurred expenses under 1 or more of the cost components set out in paragraphs (a) to (h) of clause 6; and
- (b) those incurred expenses add up to an amount that is equal to, or more than, the amount retained by Southern Cross Language Institute in accordance with the Education Amendment Act 1990 and the Education Amendment Act 1991.

3.2 At any time after the first 10 school days:

There is no legal obligation on SCLI to refund tuition fees to any student whose course is discontinued at any time after the period stated above.

Should a student decide to discontinue her course during this period any unused host family fees will be refunded, provided the host family accommodation is vacated within one week after withdrawal from the course. The unused part of the Fee for Extras will also be refunded.

3.3 The New Zealand Immigration Service will be notified immediately in case of termination of enrolment for any reason. This is a legal obligation under the Education Amendment Act 1990.

4.0 Living with a Host Family

- 4.1 A student must observe any reasonable rules made by her host parents. She should behave as a member of the family and not as a paying guest. This means she should share in some household responsibilities like other members of the family. She must recognize that host parents have an obligation to act as her New Zealand parents.
- 4.2 A student may request to be moved to a new host family and a host family may request to have the student moved.
- 4.3 A student should vacate her host family accommodation within one week after her course at SCLI ends, unless both the host family and SCLI agree to an extension.
- 4.4 A student must pay the host family promptly for any phone calls or any other extra expenditure that is not covered by the host family fee.
- 4.5 SCLI believes that living with a New Zealand host family offers the student the best chance of practising English on a daily basis, while at the same time gaining an insight into the New Zealand way of life. All host families are carefully selected by SCLI, and vetted by the NZ Police. Other forms of accommodation are not acceptable.
- 4.6 SCLI and the host family will take responsibility for the student's safety, health and well-being outside school hours, provided the student abides by all school and host family rules, and acts reasonably, considerately and responsibly at all times, with due regard to her own safety and well-being. Responsibility in this context does not imply legal liability.
- 4.7 SCLI and the Host Family shall use their best endeavours to ensure the safety, health and well-being of the student but shall not be liable for:
 - Any damage or harm caused to the student or the student's property while attending SCLI.
 - Any damage or harm caused to the student or the student's property arising out of the student's host family accommodation.
 - Any damage or harm caused to the student or the student's property outside the school or host family premises.
- 4.8 The student is required by law to buy comprehensive travel & medical insurance to protect her personal property against theft, loss or damage, as well as against accident, illness or loss of life.

5.0 Regulations

- 5.1 Course Regulations are set by the Principal and relate to the student's attendance record, completion of assignments, participation in class work, minimum levels of achievement, and any other requirements that may have to be met in order for the student to graduate with the SCLI Diploma in English as a Foreign Language. Course Regulations will be explained to students during the Orientation programme.
- 5.2 A high standard of behaviour is expected of all students at all times; at SCLI, in the host family home and in public. Students must observe the SCLI school rules as well as the school rules of her school in Japan.
- 5.3 SCLI reserves the right to issue a warning letter to any student whose standard of behaviour, in or out of school, is unacceptable. In extreme cases, if there is no improvement in behaviour and after consultations with the student's school in Japan, her parents in Japan and her host parents, the student may be expelled and sent back to Japan. Any expelled student will forfeit all tuition fees paid, although unused host family fees and the unused part of the Fee for Extras would be refundable.
- 5.4 Any student who commits a serious offence and is convicted in a New Zealand court of law will be expelled from SCLI without a warning letter.
- 5.5 SCLI may cease to be able to provide suitable host family accommodation to any student, whose way of life or behaviour is such that host families are unwilling to continue hosting the student. In such a case, finding suitable accommodation will become the responsibility of her parents in Japan. If her parents are unable to discharge this responsibility, the student will have to return to Japan.
- 5.6 Expulsion decisions are made by the Principal. A student has the right of appeal to the Director.
- 5.7 SCLI in several ways, including through an extensive orientation programme and ongoing guidance and counselling, actively promotes the student's awareness of safe and appropriate behaviour and practices in a foreign country.

6.0 Complaints and Disputes

- 6.1 SCLI considers it important that the student is satisfied with her course of study at SCLI, in her school life in general and with her host family environment. Should a situation arise where, despite these Conditions of Enrolment and SCLI's best efforts, a student's problem has not been resolved through informal consultation with the Counsellor and/or the Principal, she may lodge a formal complaint. She should present the complaint in writing, addressed to the Director, if the complaint is of a general or administrative nature. She should address the complaint in writing to the Principal, if the complaint is of an academic nature. SCLI will investigate a written complaint promptly and report back to the student in writing as soon as is practical.
- 6.2 Should a student think she has a legitimate complaint but lack the confidence to pursue the matter on her own, she may request the assistance or support of another SCLI student or students, a member of the SCLI staff or any other person.
- 6.3 If a student, who has lodged a formal complaint, is not satisfied with SCLI's response to the complaint, SCLI will agree to the services of an intermediary to resolve the dispute. Both the student and SCLI would have to agree on the identity of such an intermediary. An intermediary could be domiciled in Japan or in New Zealand. The intermediary would consult both parties and attempt to resolve the dispute in a manner acceptable to the complainant and to SCLI.
- 6.4 If the above procedures do not lead to a satisfactory resolution of the complaint or dispute, the student may approach the New Zealand Qualifications Authority for complaints or disputes of an academic nature or the International Education Appeal Authority, which adjudicates on complaints or disputes about pastoral care aspects. Contact details for NZQA and IEAA are:

New Zealand Qualifications Authority,
PO Box 160,
Wellington 6015,
New Zealand.

International Education Appeal Authority (IEAA)

Tribunals Unit

Private Bag 32-001

Panama Street

Wellington 6146

Email: ieaa@justice.govt.nz

Website: www.justice.govt.nz/tribunals/international-education-appeal-authority

7.0 Validity

- 7.1 These Conditions of Enrolment are valid for the academic year commencing April 2012, and replace all earlier versions of the Conditions of Enrolment. The Conditions of Enrolment will remain in force unless replaced by a subsequent set of Enrolment Conditions.
- 7.2 These Conditions of Enrolment can be modified if in the opinion of SCLI such modifications are in the best interest of both the student and SCLI. All interested parties will be notified if any modifications are made.
- 7.3 If these conditions are translated into another language, the English copy remains the official version.

8.0 Ministry requirements

The following additional information must also be made available by SCLI, in accordance with Ministry of Education requirements:

SOUTHERN CROSS LANGUAGE INSTITUTE has agreed to observe and be bound by the Code of Practice for the Pastoral Care of International Students published by the Minister of Education. Copies of the Code in Japanese are available on request from the Institute or from the New Zealand Ministry of Education website at <http://www.minedu.govt.nz/international>. A summary of the Code of Practice in Japanese is also available from associated schools in Japan.

IMMIGRATION: "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 <http://www.immigration.govt.nz/>."

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>.

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 all other medical and related costs. Further information can be viewed on the ACC website at <http://www.acc.co.nz>.

MEDICAL AND TRAVEL INSURANCE: International students must have appropriate and current medical and travel insurance while studying in New Zealand. A photocopy of your policy will be made on Enrolment Day.

FEE PROTECTION: An independent trust account through the New Zealand Guardian Trust Company for the protection of enrolment fees was in existence from 1992 to 2004. In September 2004 the independent trust account was modified to include tuition and accommodation fees in addition to the enrolment fees, in accordance with new Ministry of Education regulations. The new 2004 trust account agreement is with Grant Rae, Chartered Accountant, Christchurch. (See Fee Protection Arrangements for details.)