



Conditions of Enrolment

1. **Validity of information.** This information is valid for all students. Nelson English Centre (NEC) reserves the right to change course dates and fees and conditions without notice.
2. **Enrolment and payment.** Enrolment is conditional on full payment of fees before the first day of tuition.
3. **Adult students only.** NEC is a school for serious adult students only. The minimum age is 18.
4. **Student motivation and respect for school culture.** NEC is a special learning environment. The school is suitable for motivated adult students who want to study and learn English, and about New Zealand and other cultures. There is a strict 'English Only' rule inside the school and it is the school's goal to attract students who are open to new experiences, a new culture and new people. We believe with these conditions, and effective, professional teaching, all students can learn quickly.
- 5.0 **Cancellations and refunds.** NEC has a 'NO REFUND' policy, other than the specific exemptions required by NZ law.
NZ Government requirements for Cancellation and refunds:
 - 5.1 – **Courses of more than three months.**
 - Up to two weeks before the course: tuition fees are refundable on written application.
 - Two weeks prior to one week after commencement: tuition fees are refundable less 10% or \$500 (whichever is the lesser).
 - After one week of study: tuition fees are not refundable under any circumstances.
 - 5.2 – **Courses of more than 5 weeks, but less than three months.**
 - Where a student withdraws within the first five days of the course, tuition fees are refundable less 25%.
 - 5.3 – **Courses of four weeks and six days and less.**
 - Where a student withdraws within the first two days of the course, tuition fees are refundable less 50%.All students **must** take travel insurance, which covers unexpected cancellation of their course for any reason. NEC **cannot be responsible** for early departure due to family illness or crisis or change of travel plans or any other reason. The school will check travel insurance on arrival. (If you are having trouble arranging travel insurance, NEC can assist.) To repeat this point, NEC generally has a NO REFUND policy (other than government imposed exemptions) and all students are expected to take travel insurance to cover this possibility. We **strongly recommend** insurance cover for 'loss of deposits' in case you have to change your course dates or cancel for any reason, such as the illness of a family member.
5. **Cancellation – Homestay and homestay placement fees.** Homestay fees (excluding placement fee) are refundable only with two weeks notice (4-8 weeks notice preferred).
6. **English plus further study – Early transfer.** NEC may transfer fees to a tertiary institution for further study in a subject area other than English if the following conditions are met: 1) You, the student have an Offer of Place for study in a NZ tertiary institution at the time of enrolment at NEC. 2) The tertiary institution is an NZ University, Institute of Technology or approved study partner for Nelson English Centre (See NEC website for latest list of partners) 3) Your English at the time of transfer reaches IELTS 6.0 (with no one module below 5.5) OR alternatively NEC issues a certificate of English competence which the tertiary institution accepts 4) We receive a letter / email from the institution confirming specific starting dates and acceptance of our transfer conditions and 5) We are satisfied that necessary Immigration requirements at the new institution are being met.
7. **Cancellation and currency fluctuations.** Any refunds will be in NZ dollars according to the amount received by the school.
8. **Refund payment.** Homestay refunds are payable at the school. Tuition refunds are not normally made except as per conditions 5.1, 5.2 and 5.3. If your fee was received by an educational consultant then any refund will be made to that company
9. **Homestay Conditions.** Homestay is available while students are studying at the school or doing applicable examinations only (plus 4 days before and after). Please note that homestay does NOT include lunch on Monday to Friday. Homestay is available only for the period actually paid for, and homestays will only be reserved with advance payment. (See also conditions 6 and 11). A retainer of \$50 per week is payable for holidays.
10. **Accidents and General Liability.** NEC cannot be held responsible for any damage, loss or injury at school or on any excursion. The school cannot be held liable for the failure to provide any contracted services where the failure is beyond its control – e.g. the weather. In the case of homestays, the school acts only as an agent and therefore has no liability. Under New Zealand law, personal injury claims cannot usually be made against NEC or any other organisation. Please note that in coming to NEC, you agree to arrange applicable travel insurance. Please check the conditions of your insurance carefully.
11. **Unplanned holidays.** One week of holiday for 10 weeks study (only after completing 10 weeks study) may be approved on application to the Director of Studies. Permission is only at the discretion of the Director of Studies, and applications may be refused if it creates excessive disruption of class or homestay arrangements, or clashes with visa requirements. There is a \$25 fee for unplanned holidays if not arranged at time of booking.
12. **Student Fee protections.** Fees are protected as per NZ government requirements. This school has chosen a bank bond protection mechanism with an independent trustee who is an accountant fully recognised by the New Zealand society of chartered accountants. This means that if the school were for to close for any reason, e.g., due to financial or regulatory problems, the fees the school has received are protected. The name of your independent trustee is: Christine Johnstone, 80 a Vanguard Street, 546 6168
13. **Privacy Act.** NEC may need to inform the New Zealand Immigration Service and relevant examining bodies of personal details relating to your status on your course. In signing this form you give NEC permission to disclose such information to the relevant bodies.
14. **Code of Practice.** NEC is a signatory of the NZ government, MOE Code of Practice for the Care of Foreign Students. Please see the 'Code of Practice Compliance Brochure Insert' for relevant information.
15. **Activity excursion costs.** Costs cover staffing, food, accommodation and entrance fees. NEC provides transport as a courtesy.



Code of Practice

Code of Practice: This is additional Information for students and overseas education consultants, to comply with New Zealand government requirements from September 31 2002. For a copy of the Code of Practice please see the end of this insert, www.minedu.govt.nz/goto/international, or www.english-school.ac.nz. Nelson English Centre (NEC) 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 are available on request from this institution or from the New Zealand Ministry of Education website www.minedu.govt.nz/goto/international.

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 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 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 www.acc.co.nz.

Medical and travel insurance: International students must have appropriate and current medical and travel insurance while studying in NZ.

Facilities, equipment and staffing: NEC has 12 fully equipped classrooms, a self-study area, student kitchen and large student lounge, free email and internet (6+ terminals) and a self-study centre. The school is in central Nelson near the post office, bus station and other facilities. NEC teachers have EFL certificates from the University of Cambridge or equivalent. School Director James Upton is a qualified New Zealand State Sector teacher and was a teacher trainer on the well-regarded CTEFLA course. There are 6 to 15 teachers and an average of 12 students per class.

Refunds: (Please see the enrolment form for details of our Refund policy) (For details on Fee Protection, please see 'Fees Protection' in this document). Please note that refunds are not available except for government regulations, as listed on the enrolment form. Students must take insurance that covers unexpected withdrawal from a course and provider failure. You will be asked to show evidence of your insurance on arrival at NEC. As NEC does not refund school fees other than as required by NZ law, students wishing to pass IELTS and continue to study at University or Polytechnic should not enrol for excessively long periods of time. We suggest the maximum enrolment periods according to approximate ability level: Elementary - 50 weeks, Pre-Intermediate - 40 weeks, Intermediate - 25 weeks, Above Intermediate - 20 weeks.

Accommodation: NEC does not arrange accommodation for students not requiring homestays, and students visit and decide on accommodation directly.

Hostel accommodation: There is one small hostel near the city centre, Central Haven in Hardy Street. They supply a bed in a single room, and there is a shared kitchen for self-catering. Room prices range between \$120 and \$170 per week depending on a number of factors. However they are often full, so you should not assume that you could stay there. **Rental accommodation:** Some students prefer to share rented accommodation 'flats' with other young people, including young New Zealand people. Costs for a single room range from \$75 to \$130 per week plus power and telephone shared costs (Usually \$15 to \$30 each). There is usually a bond of 2-4 weeks rent. Most students walk or use bicycles to get to the school. Buses cost around \$2.50 per trip in Nelson. Other characteristics: Normally there are shared kitchen facilities in New Zealand, and in rental accommodation you often have to supply some or all the furniture. For information before departing for Nelson, contacts with all the property management companies are available at www.nelson.co.nz/listings/property-services. **Non-Homestay Accommodation application processes:** The NEC noticeboard has information on local hostels and some rental accommodation, or you can read the newspaper. NEC welfare staff will help with information on where to look for accommodation, but you must look and decide on the cost and desirability of accommodation yourself.

Assessment of Prospective Students. Prior Learning and Ability: You will receive a placement test on arrival and be placed in an ability class matched to your English Language Level. To be accepted into an examination class such as IELTS or Cambridge you will have to pass a test as directed by the Director of Studies. There is no academic requirement to study English at NEC, and NEC does not offer conditional acceptances.

Orientation Programme – What to Expect: On arrival at NEC on your first day you will be welcomed by our registrar / reception person. You will receive a welcome pack containing information on: Who is who and welfare staff in NEC (especially homestay person, Director of Studies and Registrar/Welfare); school premises and fire exits; around town highlights such as banks, post office and bus station (you can ask for extra help from reception/registrar); information on your course; holidays, and attendance; school rules (and the laws of New Zealand); respect for other students; compulsory insurance and 'No Refund' policy; homestay information; a restatement of enrolment conditions; information on what is included in the fee, health and safety requirements; and, driving in New Zealand. You will also receive your quality guarantee, which tells you about what you can expect in class, with staff, with administration and welfare and from the building. It also explains homestay etiquette including: housework, late nights, homestay extensions and communications, and also activities etiquette and alcohol comments. There is also information on school rules and on etiquette in the classroom. If you might drive in New Zealand, please see the following website for important information on driving in New Zealand: www.ltsa.govt.nz/roadcode/

Support Services: Soon after you arrive, you will meet our homestay/welfare person, our registrar/welfare person and also our Director of Studies who is also an additional welfare support person. You will also receive the English New Zealand (incorporating FIELSNZ) 24 hour emergency hotline number: 0800 106 108.

Grievance Procedures: On arrival at NEC, students are told the following grievance procedure: We welcome you to our school, but if you have a problem, please let us know. You can talk to your teacher, or the school welfare staff (Registrar, Director of Studies or Homestay person) or you can make an appointment to see our school's Director. If you have a complaint that our staff have not been able to satisfy, you may wish to write to another organisation. Our school is a member of English New Zealand (incorporating FIELSNZ). You may write to the Secretary of English New Zealand (incorporating FIELSNZ) at PO Box 2577, Auckland. If English New Zealand (incorporating FIELSNZ) is unable to help you please contact the New Zealand Qualifications Authority. Their address is PO Box 160, Wellington. Or you can contact the International Education Appeal Authority, Care of Ministry of Education, Private Bag 47-911, Ponsonby, Auckland.



School rules and termination of tuition: (Refer to: Welcome pack: 'School enrolment agreement and rules') Students must attend 80% of classes. (Exceptions: With Bona Fide Doctor's Certificate) *Termination Procedure:* If students do not attend or commit a serious offence against New Zealand laws (eg drug offence or assault) they may be immediately expelled without refund. In the case of non-attendance, two formal warnings will be given; one verbal and one in writing. In the case of disruptive behaviour and etiquette problems, behaviour will be discussed case by case with the Director of Studies and, in the case of recidivist and serious offending, the Director of Studies may expel students after warnings are given as above. If your study is terminated through this procedure, NEC is obliged by regulation to inform the New Zealand Immigration Service of your non-attendance. *Termination Support Procedure:* If you do not attend 80% of classes the Director of Studies or delegated person will meet with you to sympathetically work out whether there is any legitimate cause for your absence. For example, if you are ill (proof required in the form of a legitimate medical certificate) you can discuss the details of your illness with the Director of Studies, who will listen sympathetically. If you don't know the name of a doctor, we will refer you to one. If you have had a relationship problem or psychological or cross-cultural adjustment problem, and this is causing your absence, the Director of Studies will listen carefully and then make appropriate recommendations. If, after you have received a sympathetic hearing and, if necessary, have had up to 2-3 days to seek appropriate professional or other help and attendance continues to be below 80% without further explanation, then termination proceedings will continue as above.

Fee protection and refunds policy: Fees are protected as per NZ government requirements. This school has chosen a bank bond protection mechanism with independent trustee who is an accountant fully recognised by the New Zealand society of chartered accountants. This means that if the school were for any reason to close due to financial or regulatory problems the fees the school has received are protected. See school enrolment conditions for name of trustee

Summary Code of Practice for the Pastoral Care of International Students

Introduction: When students from other countries come to study in New Zealand, it is important that those students are well informed, safe, and properly cared for. New Zealand educational providers have an important responsibility for international students' welfare. This pamphlet provides an overview of the "Code of Practice for the Pastoral Care of International Students" (the Code), and provides a procedure that students can follow if they have concerns about their treatment by a New Zealand educational provider or agent of a provider.

What is the Code? The Code is a document, which provides a framework for service delivery by educational providers and their agents to international students. The Code sets out the minimum standards of advice and care that are expected of educational providers with respect to international students. The Code applies to pastoral care and provision of information only, and not to academic standards.

When does the Code apply? The Code commences on the 31st of March 2002. Educational providers then have six months to sign the Code. Between the 31st of March and the 30th of September 2002 you will need to check with the Ministry of Education if your provider is a signatory to the Code.

Who does the Code apply to? The Code applies to all education providers in New Zealand with students enrolled on international study permits. The Code is mandatory to these providers and must be signed by them.

What is an "international student"? An "international student" is a foreign student studying in New Zealand on a student permit from the New Zealand Immigration Service.

How can I get a copy of the Code? You can request a copy of the Code from your New Zealand educational provider. The Code is also available online from www.minedu.govt.nz/goto/international

How do I know if an educational provider has signed the Code? The New Zealand Ministry of Education will maintain a register of all signatories to the Code, this list will be available from www.minedu.govt.nz/goto/international. If the educational provider that you are seeking to enrol with is not a signatory to the Code, you will not be granted a permit from the New Zealand Immigration Service and you will not be able to study at that institution.

What do I do if something goes wrong? If you have concerns about your treatment by your educational provider or by an agent of the provider, the first thing you must do is contact the principal, the international student director, or another person who has been identified to you as someone that you can approach about complaints at your institution. The Code requires all institutions to have fair and equitable internal grievance procedures for students and you need to go through these internal processes before you can take the complaint any further. If your concerns are not resolved by the internal grievance procedures, you can contact the International Education Appeal Authority (IEAA).

What is the International Education Appeal Authority (IEAA)? The IEAA is an independent body established to deal with complaints from international students about pastoral care aspects of advice and services received from their educational provider or the provider's agents. The IEAA enforces the standards in the Code of Practice.

How can I contact the IEAA? You can write to the IEAA at: The International Education Appeal Authority, PO Box 12083, Wellington, New Zealand.

Email: info.ieaa@minedu.govt.nz

What will the IEAA do? The purpose of the IEAA is to adjudicate on complaints from international students. The IEAA will investigate complaints and determine if there has been a breach of the Code. The IEAA has the power to impose sanctions on educational providers who have committed a breach of the Code that is not a serious breach. These sanctions include an order for restitution, publication of the breach, and / or requiring that remedial action be undertaken. The IEAA will refer complaints that are not about pastoral care to another regulatory body if appropriate. The educational provider will be given a reasonable time to remedy the breach. If the breach is not remedied within that time, the IEAA may refer the complaint to the Review Panel. The IEAA can determine if it considers that a breach of the Code is a serious breach. If the breach is a serious breach, the IEAA will refer the complaint to the Review Panel.

What can the Review Panel do? The Review Panel can remove or suspend an educational provider as a signatory to the Code, meaning that the provider would be prevented from taking any more international students. Only the IEAA can refer complaints to the Review Panel.

A summary of the Code of Practice for the Pastoral Care of International Students

The Code sets standards for educational providers to ensure that: high professional standards are maintained, the recruitment of international students is undertaken in an ethical and responsible manner, information supplied to international students is comprehensive, accurate, and up-to-date, students are provided with information prior to entering into any commitments, contractual dealings with international students are conducted in an ethical and responsible manner, the particular needs of international students are recognised, international students under the age of 18 are in safe accommodation, all providers have fair and equitable internal procedures for the resolution of international student grievances, Full details of what is covered can be found in the Code itself. The Code also establishes the IEAA and the Review Panel to receive and adjudicate on student complaints.

NEC Revision of information: Revised Jan 2009. James Upton.