

STUDENT ACKNOWLEDGMENT

Explanatory Note to Student Acknowledgment

The purpose of the Student Acknowledgment form below is to make sure that: you understand what happens to any refunds (if there are any) of your student fees if your course closes (your Entitled Student Amount); and you provide the necessary information about yourself and your student fees. By signing the Enrolment Contract you are agreeing that: You understand that if your course closes (a Course Closure Event), it will be the trustee's duty to make sure the correct amounts of any refunds (if there are any), are distributed in accordance with the Deed and the New Zealand Qualifications Authority Policy. As such, your refunds may need to be paid to another PTE if you enrol in another course (the Alternative Provider), your student loan provider such as Study Link (the Loan Provider), yourself, or anyone else who should be paid you refund (such as any person who may have paid your fees for you) (the Third Party). You understand that your personal information about yourself will be given to your PTE, The New Zealand Qualifications Authority and your trustee. Please read the Student Acknowledgment carefully before signing.

FORM OF STUDENT ACKNOWLEDGMENT

1. By this document, I declare that I am enrolling as a Student at Nelson English Centre PTE OR I am the parent/legal guardian of a student under the age of 18 who is enrolling at Nelson English Centre PTE
2. I understand that after I agree to the declaration in the enrolment contract I cannot withdraw this authorisation to the Trustee. I acknowledge and agree that:
 - (a) if a Course Closure Event occurs and I transfer to an Alternative Provider with the approval of the Qualifications Authority, any amount agreed by me, up to the Entitled Student Amount attributable to me will be transferred from the Trust Fund to that Alternative Provider;
 - (b) if a Course Closure Event occurs and I owe money to a Loan Provider in respect of that Course, the Trustee is authorised to repay the Entitled Student Amount attributable to me, less any amount transferred to an Alternative Provider, directly to that Loan Provider to the extent required to settle the amount due to the Loan Provider;
 - (c) subject to 2(b) above, if a Course Closure Event occurs and the Trustee refunds any amount directly to me, the Trustee will refund the Entitled Student Amount attributable to me by way of direct credit to my bank account or cheque posted to my last known postal address notified to that Trustee;
 - (d) if another party is entitled to receive any refund of the Entitled Student Amount attributable to me, I will provide the Trustee with the contact details of that party to which the refund should be sent;
 - (e) personal information about me and information about my Student Fees may be supplied by the PTE to the Qualifications Authority Auditor or the Trustee and by the Trustee or Auditor to the Qualification Authority;
 - (f) after the payments contemplated in (a), (b), (c) and (d) above have been made, the trusts on which the Trustee was holding the Trust Fund will have been discharged;
 - (g) any interest earned on the Trust Fund prior to payment under (a), (b) (c) or (d) above will vest in and be payable to the PTE for its own benefit, and I will have no claim to such interest;
 - (h) I am 18 years of age or older and/or where I am under 18 years of age my Parent/Guardian has accepted these terms on my behalf when they signed the "School rules for under 18 students".
3. Capitalised terms used in this agreement shall have the meaning as defined in the Student Fee Protection Static Trust Deed between the PTE and the Trustee, a copy of which has been made available to me on request by the PTE and the Trustee (the "Deed").

By this document, I declare that I was made aware of all enrolment conditions, both on this document and the Nelson English Centre **A to Z** before I agreed to the declaration in the enrolment contract

(updated Miles Fitton July 2016)

(updated Andre Castaing December 2017)