



STUDY CONTRACT / TUITION AGREEMENT

This is a legally binding document between the following parties:

ATMC NZ Limited (“Service Provider”) and

[insert name and address of student] (“Consumer”)

A. Service

1. Upon receipt of the agreed consideration (referred to separate invoice document), the Service Provider shall guarantee a place for the Consumer to enrol and participate in the following programme or training scheme:

[insert name of the programme or training scheme]

2. The Consumer’s course of study commences on **[insert programme start date]** and, subject to satisfactory progression, completes on **[insert programme end date]**. If, for whatever reason, the Consumer requires an extension to their course of study, the Consumer is liable for additional fees payable to the Service Provider, before their course of study can be extended for completion beyond the intended completion date stated above.
3. The Consumer must report to the Service Provider to finalise their enrolment and for orientation on **[insert orientation date]**, unless the Service Provider otherwise agrees in writing to a variation of that orientation date.

B. Service Provider’s obligations

4. The Service Provider is obliged to:
 - (a) provide sufficient information to the Consumer to assist him or her to make an informed decision on enrolment;
 - (b) provide tuition, training, and academic support services of an acceptable quality (being the minimum quality required by the appropriate regulator) to the Consumer to ensure that the Consumer has a reasonable opportunity to complete their course of study;
 - (c) look after the wellbeing of the Consumer through pastoral care support;
 - (d) ensure the Consumer is fully oriented and inducted into the Service Provider and New Zealand tertiary education environment by informing the Consumer and promoting their current understanding of all relevant regulations (including programme regulations), rules, policies, procedures, course requirements, as well as on applicable New Zealand laws, accommodation, local transport and employment conditions;
 - (e) arrange for necessary and appropriate support (whether academic, pastoral, or special needs related) when such need arises and is identified;
 - (f) comply with the requirements prescribed under the Education (Pastoral Care of International Students) Code of Practice 2016 (“Code of Practice”); and
 - (g) follow applicable New Zealand laws and its own published programme regulations, policies, procedures, as well as observe the rules of natural justice in exercising its powers and in all dealings with the Consumer.

C. Consumer's obligations

4. It is the responsibility of the Consumer to:
- (a) disclose all relevant information fully and honestly, at enrolment and when circumstances change – this includes but is not limited to any relevant academic, health, special needs and/or behavioural issues information;
 - (b) read, understand, and abide by all applicable New Zealand laws and the Service Provider's published programme regulations, rules, policies and procedures; and
 - (c) apply all necessary time and effort to maximise their chances of success in their course of studies.

D. Termination and refunds

4. The Consumer may terminate this Agreement in writing at any time for any reason. The reason for termination must be provided to the Service Provider, but it does not impact on the validity of the decision to terminate whatsoever.
5. The Consumer's entitlement to a refund in the event of a termination by the Consumer is governed by the Service Provider's Refund Policy (*annexure 1*).
6. The Service Provider may terminate this Agreement in writing before the commencement date of the course of studies as stated in article [2] above.
7. During the course of study, the Service Provider may also terminate this Agreement in writing for any reason, provided that the Service Provider's published programme regulations, policies, procedures, and the rules of natural justice are observed.
8. The Consumer's entitlement to a refund in the event of a termination by the Service Provider is governed by New Zealand laws, including but not limited to:
- (a) Education Act 1989;
 - (b) Education (Refund Requirements for International Students) Notice 2012;
 - (c) Student Fee Protection Rules 2013;
 - (d) Gazetted notice on NZQA specified withdrawal periods and refund amounts for domestic students on courses of under 3 months dated 1 June 2018; and
 - (e) Private Training Establishment Registration Rules 2018.
9. For the avoidance of doubt, where a termination is invoked by the Service Provider as a result of the Consumer's behaviour or circumstances (e.g. continued unexplained absence from study, provision of false or misleading information, inadequate academic progress by the Consumer, imminent and prolonged departure for family and/or medical reasons), the Consumer is not entitled to a refund unless required by law.

E. Miscellaneous

10. This Agreement is governed by New Zealand laws.
11. Where there are multiple language versions of this Agreement, the English version prevails.
12. In the event of a dispute, the Service Provider's Complaint Policy applies. The Consumer is also entitled to other dispute resolution processes through the regulator and/or the approved dispute resolution scheme under the Code of Practice.

for ATMC NZ Limited (signed and stamped)

Date:

Student (Print name):

Date: