

STUDY CONTRACT / TUITION AGREEMENT

This is a legally binding document between the following parties:

ATMC NZ Limited (“Service Provider”) and

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:
Name of the programme
2. The Consumer’s course of study commences on **Programme Start Date** and, subject to satisfactory progression, completes on **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 **Orientation Date**, unless the Service Provider otherwise agrees in writing to a variation of that orientation date.

B. Service Provider’s obligations

1. 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

1. 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

1. 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.
2. 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*).
3. The Service Provider may terminate this Agreement in writing before the commencement date of the course of studies as stated in article [2] above.
4. 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.
5. 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.
6. 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

1. This Agreement is governed by New Zealand laws.
2. Where there are multiple language versions of this Agreement, the English version prevails.
3. 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

Date:

Student (**print name**):

Date:



Annexure 1:

COURSE WITHDRAWAL AND REFUND- DOMESTIC STUDENTS

Domestic students are entitled to a refund if they withdraw from a programme or training scheme as per section 235 of the Education Act 1989, and if:

Course length	Withdrawal period	Refund amount
For courses of two days or less	None	Any refund is at the PTE's discretion
For courses of more than two days but under five weeks	Up to the end of two calendar days of the course commencing	A minimum of 50% of the amount the student paid in respect of the course
For courses of five weeks or more but less than three months	Up to the end of five calendar days of the course commencing	A minimum of 75% of the amount the student paid in respect of the course
For courses of three months duration or more	Up to the end of the eighth day of the course commencing	The sum of the amount the student paid less a deduction of the lesser of 10 per cent of the fees paid or \$500.

If a student withdraws after the withdrawal period it will be at ATMC NZ's discretion whether a refund will be granted

The percent retained by us will vary depending on the period student attended class and costs incurred:

- All costs incurred in the recruitment of the student
- Fixed costs associated with Public Trust account and MOE Education levy
- Set-up and registrar costs associated with on-boarding of the student
- Direct teaching expenses based on an apportionment of days attending class
- Percentage contribution to EDENZ fixed overheads and premises
- Processing costs associated with the withdrawal and refund to the student.

For those students after the refund period, a percent will be retained for return on capital / investment.

Please note the breakdown of fees on our student invoice does not reflect the accurate appointment of costs but what each market is prepared to pay.

Please note:

- Requests to withdraw should be made in writing by filling out the withdrawal form from Reception
- Students are liable for the cost of any additional services requested.
- Withdrawal means notifying Studylink which could result in student allowance being terminated.
- Late withdrawals are ineligible for refunds.

COURSE WITHDRAWAL AND REFUND- INTERNATIONAL STUDENTS

International students are entitled to a refund if they withdraw from a programme or training scheme as per section 235A of the Education Act 1989, and if:

Course length	Withdrawal period	Refund amount
For courses of two days or less	None	Any refund is at the PTE's discretion
For courses of more than two days but under five weeks	Before the course starts and up to the end of two calendar days of the course commencing	A minimum of 50% of the amount the student paid in respect of the course
For courses of five weeks or more but less than three months	Before the course starts and up to the end of five calendar days of the course commencing	A minimum of 75% of the amount the student paid in respect of the course
For courses of three months duration or more	Before the course starts and up to the end of the tenth working day of the course commencing	A minimum of 25% of the amount the student paid in respect of the course

If a student withdraws after the withdrawal period it will be at ATMC NZ's discretion whether a refund will be granted

The percent retained by us will vary depending on the period student attended class and costs incurred:

- All costs incurred in the recruitment of the student
- Fixed costs associated with Public Trust account and MOE Education levy
- Set-up and registrar costs associated with on-boarding of the student
- Direct teaching expenses based on an apportionment of days attending class
- Percentage contribution to EDENZ fixed overheads and premises
- Processing costs associated with the withdrawal and refund to the student.



For those students after the refund period, a percent will be retained for return on capital / investment.

Please note the breakdown of fees on our student invoice does not reflect the accurate appointment of costs but what each market is prepared to pay.

Please note:

- Requests to withdraw should be made in writing to the Registrar.
- Students are liable for the cost of any additional services requested.
- Withdrawal means notifying Immigration New Zealand which could result in automatic cancellation of a student visa
- Late withdrawals are ineligible for refunds.

VOLUNTARY OR REGULATORY CLOSURE

(a) The Provider voluntarily ceasing its Course or Courses;

ATMC NZ will refund as per NZQA Student Protection rule 2013

The amount refunded will be at least a Pro Rata Refund paid within five working days from the date of the closure or cessation, unless NZQA permits a longer period.

Pro Rata Refund means a refund of Student Fees paid by the student for which services have not been provided to the Student, with the Tuition Fees component of the refund being calculated by multiply the total Tuition Fees by the percentage that time remaining in the Course bears to the total time of the Course:

(b) Voluntary closure by a Provider;

ATMC NZ will refund as per NZQA Student Protection rule 2013

The amount refunded will be at least a Pro Rata Refund paid within five working days from the date of the closure or cessation, unless NZQA permits a longer period.

Pro Rata Refund means a refund of Student Fees paid by the student for which services have not been provided to the Student, with the Tuition Fees component of the refund being calculated by multiply the total Tuition Fees by the percentage that time remaining in the Course bears to the total time of the Course:

(c) A Course Closure Event

ATMC NZ will refund as per NZQA Student Protection rule 2013

The amount refunded will be at least a Pro Rata Refund paid within five working days from the date of the closure or cessation, unless NZQA permits a longer period.

Pro Rata Refund means a refund of Student Fees paid by the student for which services have not been provided to the Student, with the Tuition Fees component of the refund being calculated by multiply the total Tuition Fees by the percentage that time remaining in the Course bears to the total time of the Course:

Where a Course Closure Event is due to a natural disaster any notice by NZQA under Rule 7.1 will not take effect where:

1. the Course resumes before the start of the 11th working day after the date of the notice; and each Student is notified by the Provider within five working days from the date of the notice of the right to opt out of the Course, and where the Student does opt out within 20 working days of the date of the notice, a Pro Rata Refund is made to the Student for the remaining Tuition Fees, calculated from the time the Student ceased attending.

STUDENT WITHDRAWAL BEFORE STARTING

(a) International students whose visa applications are declined.

ATMC NZ will retain up to 10% of the total fees received to a maximum of \$500 to cover administration and processing activities associated with the marketing, recruitment and other third-party costs incurred with the student's application.

Please refer to the NZQA website link detailing our legal requirements in full.

<https://www.nzqa.govt.nz/assets/About-us/Our-role/Rules/SFP-Rules.pdf>

