

## Terms and Conditions of Enrolment

Student name: \_\_\_\_\_

I agree that the information I have given to The Campbell Institute is true and correct. I have read and I accept the Terms and Conditions of Enrolment.

Student signature: \_\_\_\_\_

Parent signature: \_\_\_\_\_

(students under 18 years of age only)

Date: \_\_\_\_\_

# Terms and Conditions of Study at The Campbell Institute

(The Campbell Institute is part of UP Education)

## Summary of Terms implied by Statute

This summary records the minimum requirements imposed on the School/College by statute as at the date of publication of this application form. The summary will be deemed to be incorporated into each Contract of Enrolment.

The summary is not intended to be a substitute for the statutory requirements and in the event of any conflict between the summary and a statute, the terms of the relevant statute will prevail. If any relevant statute is amended following the date of publication of this summary and such an amendment imposes more onerous or obligations on the School/College than this summary and the relevant Contract of Enrolment will be deemed to be amended accordingly.

### Student Fee Protection

The Student Fee Protection Rules 2013 (v5) made under section 253 of the Education Act 1989 and the Education (Pastoral Care of International Students) Code of Practice 2016 (and the associated guidelines) contain provisions relating to the protection of student fees.

In order to comply with the various obligations under these provisions, student fees paid in advance are held in trust by the UP Education Student Fees Trust or another independent trustee. Fees are transferred from the relevant trust to the School/College operating accounts after commencement in stages as the course is completed.

In the event a programme is terminated and alternative tuition services are not provided, the student may be entitled to a refund of prepaid student fees pro rata for the balance of the course based upon the number of full weeks required to complete the programme subject to and in accordance with the refund policies set out in the Contract of Enrolment.

### Privacy

The Privacy Act 1993 came into force on 1 July 1993 with the stated aim of protecting the privacy of natural persons. It requires the School/College to collect, use, store and disclose personal information in accordance with the twelve information privacy principles in the Act available on the Privacy Commissioner's website at ([refer to privacy.org.nz/the-privacy-act-and-codes/privacy-principles/](http://refer.to.privacy.org.nz/the-privacy-act-and-codes/privacy-principles/)).

The School/College complies with the principles of the Privacy Act 1993 (and the information privacy principles in that Act) in respect of personal information. Personal information is collected by the School/College during the enrolment process and during the period in which the student is enrolled at the School/College and is intended for use in connection with the education and well-being of the student. Information will be stored on School/College

files and databases and all practicable security measures will be maintained. A unique identifier will be assigned to each student, which will be used in conjunction with a secondary means of identification or password/PIN. Staff members and other personnel within the School/College or within agencies under contract to the School/College will have access to student personal information for purposes relevant to normal School/College operations including but not limited to: student recruitment, marketing, admission, enrolment, study, academic progress, tuition fees and charges, establishing and maintaining academic records, assessment, academic agreements (scholarship providers or sponsors, programme delivery partners), academic advice and support, student services, discipline, security and safety, Library and IT services, managing records of graduates, and other alumni, and managing and improving the quality of services provided by the School/College.

In order to conduct its proper business and as required under the Education Act 1989 and other laws, regulations, and contractual agreements by which it is bound, the School/College may use the student information it holds and may disclose information to external agencies such as government departments, bodies responsible for course moderation and professional accreditation or membership, agencies for financial support and pastoral care. This includes use and disclosure as required for the School/College to comply with the requirements of the Ministry of Education (student statistical returns), New Zealand Qualifications Authority (Record of Learning registration and Unit Standard outcomes), Tertiary Education Commission (funding returns), Industry Training Organisations (funding and academic outcomes), Ministry of Social Development (confirmation of enrolment and academic outcomes), Inland Revenue Department (student loan interest rebate) and Immigration New Zealand (if the student is not a New Zealand citizen or permanent resident)

In addition, the School/College may disclose personal information to Government agencies such as the New Zealand Police, Department of Justice, Ministry of Social Development and the Accident Compensation Corporation (ACC). In signing the Acknowledgment Section of this Information and Application Form and the Enrolment Acceptance Form when the student accepts an offer to study the student authorises such disclosure on the understanding that the School/College will observe the general conditions governing the release of information, as set out in the Privacy Act 1993 and the Education Act 1989.

The School/College will make information held about a student available to the student upon request and in accordance with the Privacy Act 1993, which also describes the conditions under which information may be withheld. Students have the right

to request correction of personal information held in accordance with the provisions of the Privacy Act 1993. If a student withholds information or provides incomplete, false or misleading information the School/College may decline or cancel the admission or enrolment and may withhold the academic record if its veracity cannot be confirmed.

### Code of Practice Requirements

The School/College has agreed to observe and be bound by the Education (Pastoral Care of International Students) Code of Practice 2016 administered by the Ministry of Education. A copy of the Code and the associated guidelines are available on the NZQA website at: [nzqa.govt.nz/providers-partners/education-code-of-practice/](http://nzqa.govt.nz/providers-partners/education-code-of-practice/)

### Immigration

Full details of visa and permit requirements, advice on rights of employment in New Zealand while studying, and reporting requirements are available through the New Zealand Immigration Service, and can be viewed at: [immigration.govt.nz](http://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: [moh.govt.nz](http://moh.govt.nz)

### Accident Insurance

The Accident Compensation Corporation (ACC) provides accident insurance for all New Zealand citizens, residents and temporary visitors to New Zealand, but you may be liable for all other medical and related costs. Further information can be viewed on the ACC website at: [acc.co.nz](http://acc.co.nz)

### New Zealand Government Export Education Levy

The New Zealand Government has imposed an international student levy on tuition and course-related fees. The levy is currently set at 0.89% of the compulsory tuition fees. Further information can be found here: [education.govt.nz/our-work/consultations/recent-consultations/export-education-levy-consultation/](http://education.govt.nz/our-work/consultations/recent-consultations/export-education-levy-consultation/)

### Goods and Services Tax (GST)

All fees are quoted in New Zealand dollars and include Goods and Services Tax (GST) where applicable. This is a New Zealand Government tax payable on the supply of goods and services. GST is currently set at 15 percent and applies to all services that we deliver. Further information can be found here: [classic.ird.govt.nz/gst/gst-registering/gst-about/](http://classic.ird.govt.nz/gst/gst-registering/gst-about/)

## UP Education visa partnership with Immigration New Zealand

UP Education was invited by Immigration New Zealand to join the Pathway Student Visa Pilot Project. Only education providers with a 90 percent student visa approval rate were invited to participate.

### UP Education colleges include:

- UP International College New Zealand (The University of Auckland Certificate in Foundation Studies, AUT University Certificate in Foundation Studies and Victoria University of Wellington Foundation Studies Programme)
- The Campbell Institute
- Yoobee Colleges
- New Zealand School of Tourism (NZST)

Participating education providers offer a range of consecutive programmes of study, both from within their own institution or in conjunction with other selected education providers. A Pathway Student visa can be granted for a maximum of five years, removing the requirement for students to apply for new visas as they progress along their education pathway.

[enquiry@campbell.ac.nz](mailto:enquiry@campbell.ac.nz)  
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**Auckland Campus**  
Level 1, 3 Broadway  
Newmarket  
Auckland 1023

**Wellington Campus**  
Level 4, West Wing  
Wellington Railway Station  
Pipitea, Wellington 6011

**The Campbell Institute**  
PO Box 670  
Wellington 6140

## Acceptance of Terms

The application form must be accepted or signed by a parent or guardian when the student is under 18 years of age.

### Declaration

I/We declare that the information provided in this enrolment application is true and correct.

I/We agree to be bound by the Contract of Enrolment.

I/We agree to ensure that the student abides by the School/College\* and accommodation rules (as amended from time to time) on and from acceptance of an Offer of Place.

I/We acknowledge and accept that if a student is in breach of the School/College and accommodation rules (as amended from time to time) or the Contract of Enrolment, the School/College may terminate the Contract of Enrolment and withdraw an Offer of Place (where the breach occurs prior to course commencement) or suspend or expel the student (where the breach occurs following course commencement).

I/We acknowledge and accept that any personal information collected by the School/College will be dealt with in accordance with the UP Education privacy policy (as amended from time to time). A copy of the privacy policy is available at: [up.education](http://up.education)

I/We note and accept that the School/College has arranged to protect student fees by entering into an agreement with the School's/College's nominated trust account.

I/We wish that the student fees be held in trust with the nominated trust account to protect the student fees.

I/We agree that I/we will accept or sign the request for payment schedule for the draw-down of funds from the nominated trust account and any subsequent payment schedules as the case may be.

I/We agree that the School/College may contact the student's current/ previous school in order to obtain or verify information relating to this enrolment.

I/We have disclosed to the School/College all information related to past disciplinary measures (including any suspension or expulsion) and/or any special learning or behavioural needs.

I/We are aware that I must immediately advise the School/College if any information provided is incorrect or changes or there are changes in my circumstances that are relevant to my application or to my student visa application or to my ability to support myself.

I/We agree that the student concerned will board with one of the School/ College's approved homestay families or live in accommodation that is approved by the School/College while enrolled at the School/ College (applies to students aged under 18 years).

I/We agree to advise the School/College immediately should the student's disciplinary record change to the extent that the information provided upon application or in an interview (either at the college or by telephone/ Skype) would now be different.

I/We agree to the use (including disclosure) of student information by the staff of the School/College and the parent/student appointed representative for any purpose related to the education or wellbeing of the student concerned both before and after the student's admission.

I/We hereby authorise the School/College to release, or make available through electronic or other means, to the student and the parents and/ or guardians of the student any information about the student which it creates, or receives in the course of the student's enrolment with the School/College, including course results and personal information relating to the student's wellbeing.

I/We understand that the final decision on whether UP Education will provide Immigration New Zealand visa nomination will be made by UP Education based on my application and information on this form.

I/We acknowledge, accept and agree to be bound by this "Acceptance of Terms", the relevant Contract of Enrolment in this application form and the "Enrolment Acceptance Form" (together, the Terms) by signing the "Acceptance of Terms" and "Enrolment

Acceptance Form" (and agree that both you and your parents must sign when you are Under 18).

I/We acknowledge and agree that where physical signing of either of this "Acceptance of Terms" or "Enrolment Acceptance Form" is not possible (for whatever reason), I/We agree that the Terms are accepted in accordance with the relevant provisions of the Contract and Commercial Law Act 2017 by checking the "I/we accept the Terms" box on the relevant form.

I/We acknowledge that UP Education can archive, display or utilise any artistic material generated by the student during the programme of study for use in UP Education publications, advertising, publicity and promotions.

I/We consent that the UP Education Director of Admissions and Student Services acts as guardian for the student if the need arises when the student has medical or mental health issues, and to act in the best interests of the student and parents.

I/We authorise the Director of Admissions and Student Services to discuss my student visa application for the programme offered with Immigration New Zealand, to obtain information regarding the processing of the visa application and the decision on the application.

I/We declare that all current and prior medical conditions of the student (including, for the avoidance of doubt, any significant injury, long-term illness, mental health issue, learning disorder or disability of any kind) have been fully and accurately disclosed in this application form (regardless of whether the student suffers ongoing issues or takes regular medication).

I/We agree that any images or videos taken of the student throughout the period of enrolment may be used by the School/College for promotional purposes.

\*School/College refers to all UP Education New Zealand Schools/colleges.

## Signature

Signature of student .....

Signature of parent/  
legal guardian .....

Date

DD/MM/YYYY

Date

DD/MM/YYYY

I/We agree that any images or videos taken of the student throughout the period of enrolment may be used by the School/College for promotional purposes.

## Consultant declaration:

I declare that I have personally conducted the interview process with the above student and I have sighted and confirmed the accuracy of all attached documentation.

Signature of consultant .....

Date

DD/MM/YYYY

Agency name .....

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## Contract of Enrolment

Applies to UP Education schools and colleges registered as Private Training Establishments (PTEs)

Enrolment is subject to availability of places within the College. If the College reserves a place for a student and offers enrolment then, subject to payment, this Contract of Enrolment is binding as a contract on the College and the student. This Contract of Enrolment will incorporate the "International Student Policy" (the IS Policy) available at [www.up.education](http://www.up.education) and the statutory terms summarised in this application form under the heading "Summary of terms implied by statute" (Statutory Terms). This Contract of Enrolment is the "contract of enrolment" entered into between the College and the student in accordance with the Education (Pastoral Care of International Students) Code of Practice 2016 (the Code) and shall be governed by and construed in accordance with the Code and all other applicable laws of New Zealand.

### Payment of Fees

- All fees must be paid in full prior to course commencement.
- Places are not guaranteed until the tuition fees have been paid in full.
- No student shall continue to be enrolled unless the appropriate tuition fees have been paid.
- Payments may be made in New Zealand Dollars or US Dollars to the bank account, or by cash/bank cheque. Bank drafts and telegraphic transfers or cheques should be to the credit of the College indicated on the Fee Request. The student's name and identification number must be entered on the document and quoted by the remitting bank.
- When payments are made by telegraphic transfer, the bank charges are debited to the student.
- On receipt of a payment in US Dollars, the student will be credited with the NZ Dollar equivalent amount based on the prevailing Westpac telegraphic transfer exchange rate, less any bank charges. Any deficit arising from a fluctuation in exchange rates must be met by students upon their arrival. Any surplus shall be held on behalf of the student as a credit towards future tuition and other fees.
- Payments by UP Education-approved credit cards will attract an additional fee of 2.0 percent. Payments must be arranged using the UP Education Credit Card Payment Form.
- All Funds received in payment of student fees will be protected as more particularly described in the Statutory Terms.
- A request to pay the course fees in instalments may be approved by the Director of Admissions and Student Services (in his or her sole discretion). This will attract an additional payment equivalent to 6 percent of the course fee. Applicants should be aware this may impact on the length of the student visa granted by Immigration New Zealand.

### Refund Policies

#### Tuition Fees

Up to 25% of tuition fees relate to costs incurred through pre-arrival services, such as interpreting and translation, assistance with formalities relating to

immigration procedures, travel to and accommodation in New Zealand and marketing recruitment costs. These fees may be retained by the College. When students are eligible for a refund of tuition fees the following fee payments may not be refundable:

- Administration Fee
- Insurance costs (when already purchased)
- Accommodation placement fee
- Fees relating to Homestay accommodation used by the student
- Fees relating to tuition already delivered
- Portion of Unused Tuition Fees – the College may retain a portion of unused tuition fees. Amounts retained will relate to costs that have been incurred or committed by the College and may vary depending on the time of year the request is received
- Export Education Levy

Subject to the exclusions and retentions described above and the terms of the Education Act 1989, a full or partial refund of fees may be payable by UP Education (on application by the student) in the following circumstances:

- The repayment of excess prepaid fees, either:
  - at the end of their final course; or
  - before the end of the course, if the student is in his or her final programme, all tuition fees have been paid, the student is over 18 and all College guaranteed accommodation has been prepaid
- If the College withdraws an Offer of Place because it is unable to provide the course (including if the College ceases to be a signatory or provider (as those terms are defined in the Education Act 1989)), all tuition fees are fully refundable.
- If a Conditional Offer of Place is made and the academic condition is not met, tuition fees are refundable less any costs incurred by the College prior to the College becoming aware of the academic condition not being met.
- Where an Offer of Place was made and the visa application declined by Immigration New Zealand, tuition fees are refundable less any costs incurred by the School/ College prior to the College becoming aware of the visa not being granted.
- A notice of withdrawal due to exceptional circumstances may, at the sole discretion of the Director of Admissions and Student Services, be accepted as grounds for a refund of tuition fees. The Director of Admissions and Student Services may require documentary evidence in support of the application for the refund, and a refund may not be made if the written notice of withdrawal is unreasonably delayed. Exceptional circumstances may include: inability to obtain a student visa; serious illness or disability of the student; death of a student or close family member (parent, sibling, spouse or child); and, political, civil or natural event that prevents arrival of the student. In the event of a withdrawal from a course/s 10 or more working days after course commencement, the College will

deduct any fees which have been paid or incurred by the College or other representatives (including the student's representative/agent fees). The cost of any additional services that were completed prior to withdrawal will also be retained.

- If a notice of cancellation/withdrawal is made in writing to the Director of Admissions and Student Services, the percentage of fees payable as a refund will be calculated in accordance with the table at the bottom of this page.

### Homestay Fee Refunds

- When written notice of cancellation is received prior to arrival that when UP Education has made a homestay placement as per the student's instructions then the student must pay the placement fee and the first two weeks of the homestay booked.

### Other Fees

- Accommodation fee refunds will be made after a student ceases Homestay accommodation following deduction of any fees or expenses owing in respect of accommodation and on release of UP Education from any guarantee it has given to Immigration New Zealand.
- Living expenses held when a student leaves UP Education may be refunded following a full reconciliation of that student's living expenses.

### No Refunds

- The College will not refund the tuition fees of any student whose Offer of Place is withdrawn as a result of:
  - the student obtaining entry to the College through the supplying of incorrect and / or fraudulent documentation; or
  - the student breaching the College Rules, Accommodation Rules, residential caregiver agreement or this Contract of Enrolment.
- The College will not refund the tuition fees of any student who is stood down, suspended or excluded from the College in accordance with this Contract of Enrolment and the IS Policy.
- Any excess fees or other funds that remain unclaimed for a period of one year or more from the end of a student's final programme will be forfeited.

### Payment of Refunds

- Refunds will be made by bank draft / telegraphic transfer in New Zealand Dollars or foreign currency equivalent at the time of the refund.
- The bank draft / telegraphic transfer will be made out to the student and sent to the student's home country address, unless other arrangements have been approved by the Director of Admissions and Student Services. This is usually within 10 working days of an application for a refund being received and the correct bank account information being provided.

Programme	Full refund of all fees	College to retain 25% of tuition and course-related fees paid	No refund
For programmes 3 months or longer in duration	Notice received by the College 21 working days or more prior to course commencement	Notice received by the College up to the end of the 10th working day following course commencement	Notice received by the College on or from the 11th working day following course commencement
For programmes less than 3 months in duration	Notice received by the College 6 working days or more prior to course commencement	Notice received by the College up to the end of the 5th working day following course commencement	Notice received by the College on or from the 6th working day following course commencement

### Notes

- Commencement of the course is inclusive of Orientation day, at which attendance is required.
- The Education Act 1989 provides for minimum refund thresholds in certain circumstances. As at June 2019, the refunds payable according to the table above fell within the thresholds determined by the Education Act 1989. If the minimum refund thresholds in the Education Act 1989 are adjusted downwards, the table above will be deemed to be adjusted downwards in order that the College's refund policy continues to comply with the relevant thresholds.

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## Infringement

### Disciplinary Action

The College may take appropriate disciplinary action in response to the conduct or behaviour of a student including standing down, suspending or excluding the student and terminating the Contract of Enrolment. Such action may be taken whether or not the conduct or behaviour occurred while the student was under the supervision or control of the College if satisfied on reasonable grounds that:

- The student's gross misconduct or continual disobedience is a harmful or dangerous example to other students at the College;
- Because of the student's conduct or behaviour, it is likely that the student, or other students at the College, will be seriously harmed if the student is not stood-down or suspended or excluded as the case may require;
- The student's conduct is in breach of the College rules, accommodation rules, residential caregiver agreement or this Contract of Enrolment (each as amended from time to time), and one or more of the following applies:
  1. The breach or breaches would constitute an ongoing risk to the student's education, health, safety, well-being or personal welfare for which the College is responsible under the Code;
  2. The breach or breaches would constitute an ongoing risk to another person's education, health, safety, well-being or personal welfare.

For further information regarding the College's obligations when taking disciplinary action and the procedure to be followed when taking such action, refer to the IS Policy available at: [up.education](http://up.education)

### Withdrawal of Offer of Place

The College may withdraw an Offer of Place and terminate the Contract of Enrolment if:

- A student obtains entry to the College through supplying incorrect/fraudulent documentation (whether supplied prior to or following course commencement)
- The student's visa application is declined by Immigration New Zealand (or the visa has expired or is subsequently withdrawn for any reason)
- The student is in breach of the Contract of Enrolment (including where the breach occurs prior to course commencement)
- The student is in breach of the College rules, accommodation rules or residential caregiver agreement (each as amended from time to time) including where the breach occurs prior to course commencement
- The College is unable to guarantee the accommodation arrangements for students under 18 (including students who will live with a parent or residential caregiver)
- The student does not have sufficient funds to pay tuition fees (and any other fees/costs) payable in relation to the programme of study and/or accommodation arrangements
- The College is unable to provide the course (including if the College ceases to be a signatory or provider (as those terms are defined in the Education Act 1989))
- The student or their parents fail to declare any relevant (as determined by the College) behavioural or disciplinary history or any health or mental health conditions (prior or existing) which the College views as a serious omission.

## Miscellaneous

### Intellectual Property

All intellectual property created by the student while attending the College will be owned exclusively by and for the benefit of the College.

### Recognition of Prior Learning

The College has a policy covering the recognition of prior learning. Applications for recognition of prior learning must be made on the prescribed form and be received by the College five working days prior to the commencement of study. No late applications will be considered.

## Student Accommodation

- International students under the age of 18 are required to board with homestay families registered and approved by the College for the duration of their study. Exceptions are only made for students who are staying with close family relatives year round (as "residential caregiver" as defined in the Code). Any such arrangement must meet with the approval of the Director of Admissions and Student Services.
- Students who are under 18 and who live with a parent or with an approved Residential Caregiver are required to have their accommodation arrangements approved by the College and to pay the U18 Accommodation Guarantee and Service Fee.
- The minimum length of student accommodation normally provided by the College is 8 weeks. Transport to and from the College is not included. Please note that a minimum advance payment of 24 weeks student accommodation is normally required for long term students. Advance payments of up to 40 weeks may be applicable to students from certain countries, as per visa regulations issued by Immigration New Zealand. Such fees will be held in support of any guarantee UP Education has been required to give to Immigration New Zealand.
- Fees for Homestay or other accommodation paid to UP Education will be held in trust for the student and released as required for payment of accommodation expenses.
- The possession, carrying, storing or discharge of any firearm (including any airgun, air rifle or air pistol) on or in any student accommodation (including any Homestay accommodation) is strictly forbidden.
- For further information regarding accommodation arrangements for international students please refer to the IS Policy available at: [up.education](http://up.education)

### Living Expenses

Money paid to UP Education for student living expenses will be held in trust and released to students at a rate of \$1250.00 per month, or on such other basis as may be agreed between UP Education and the student's guardian (or the student, if the student is over 18).

### Complaints Procedure

The College has a set procedure to resolve complaints. If the complaint is unable to be resolved satisfactorily within the College, it can be taken to the Campus Principal or sent in writing to the Director of Admissions and Student Services. If it is still not resolved, then the complaint can be taken to NZQA to process the complaint. NZQA is a government organisation and can provide an independent assessment of the complaint. Raising a complaint with NZQA will not adversely affect a student's immigration status.

Students can download the complaint form from [nzqa.govt.nz/assets/Providers-and-partners/Code-of-Practice/formal-complaint-form.pdf](http://nzqa.govt.nz/assets/Providers-and-partners/Code-of-Practice/formal-complaint-form.pdf)

Completed complaint forms, along with any supporting evidence, can be sent to:

The Complaints Officer  
Quality Assurance Division  
New Zealand Qualifications Authority  
PO Box 160  
Wellington 6140

or

Email or scan the completed form along with scans of any supporting evidence to [qadrisk@nzqa.govt.nz](mailto:qadrisk@nzqa.govt.nz)

For more information on the complaint process, students can contact NZQA on 0800 697 296, or refer to the Student Handbook.

### Medical and Travel Insurance

International students must have current medical and travel insurance which meets UP Education's approved requirements while studying in New Zealand.

### Obligation by the College

- The College undertakes to provide tuition as set down from time to time in the prospectus.
- The College may decline to offer a subject if there is an insufficient number of students wishing to study it or there is no staff member available to teach the course. At times, it may also be necessary to close the

roll in a subject if it is deemed to be full by the College Board.

- The College does not guarantee a position of employment or internships if you have a criminal conviction which may prevent you from being offered employment with a company.
- The College cannot be held responsible for conditions of post-study employment imposed by employers and airlines. The College cannot provide advice but can direct you to sources of employment advice.
- The College reserves the right to alter a course if deemed necessary and is not liable to any student if contracted services cannot be provided for any reason beyond the control of the college, such as the withdrawal of an agreement from a supplier (e.g. an airline), political unrest, industrial action, etc.
- The College advises that in programmes which include practical training and/or internships students must meet the requirements for English language proficiency, grooming, dress, attendance and good conduct. Please refer to the Student Handbook for more details.
- The College advises that in some programmes there are designated uniform/dress requirements. To be able to participate, students must meet the grooming standard.
- The College advises that specified criteria as advised by the lecturer/teacher must be reached before students can participate in trips outside of the College. Failure to meet these criteria will result in students being unable to participate, with no refund payable.
- The College advises that if students are absent from class a medical certificate is required before a make-up class can be attended. The College will advise when make-up classes can be attended and who may attend. Failure to meet College directions will mean students cannot complete the programme.

### Liability

To the fullest extent permitted by the Fair Trading Act 1986, Consumer Guarantees Act 1993 or otherwise at law or in equity, the College's liability, whether arising as a result of any breach of this Contract of Enrolment or on any other ground or basis (including liability as a result of negligence), will be limited to the fees actually paid by the student or applicant(s) or any other person (in respect of the student's or the applicant(s) tuition) to the College. Except for any liability arising from the Fair Trading Act 1986 or Consumer Guarantees Act 1993, under no circumstances will the College be liable to the student or the applicant(s) or any other person for indirect or consequential loss or damage of any kind (including loss of profits).

### Amendments

- As at July 2019, every attempt was made to present accurate information (including the fees) in this application form.
- UP Education reserves the right to change the programmes it offers and the fees, terms and conditions applicable to those programmes. UP Education will give students reasonable notice prior to making such a change. Where such a change has a material adverse effect on the student, the student may terminate this Contract of Enrolment by giving notice to the College within two weeks' notice of being informed of the change. Where the student terminates this Contract of Enrolment, the student will be entitled to receive a refund of any funds paid which relate to the period after the termination date.
- For the avoidance of doubt, the fees and materials terms and conditions which apply at the time that the student is offered and accepts enrolment to a College will apply throughout that enrolment.
- For the most up-to-date Contract of Enrolment, IS Policy, fees and course information, refer to our website: [up.education](http://up.education)

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