



**THE UNIVERSITY  
OF AUCKLAND**

**NEW ZEALAND**

Te Whare Wānanga o Tāmaki Makaurau



**ENGLISH LANGUAGE ACADEMY**  
—wholly owned by—  
THE UNIVERSITY OF AUCKLAND

# APPLICATION FORM 2010

Please tick selection where required  Please print clearly in English using **CAPITAL LETTERS**.

## PERSONAL DETAILS

Family Name: \_\_\_\_\_ First Name(s): \_\_\_\_\_  
 Date of Birth: \_\_\_ / \_\_\_ / \_\_\_  Male  Female Occupation: \_\_\_\_\_  
 Nationality: \_\_\_\_\_ Passport No: \_\_\_\_\_

## CONTACT DETAILS

Address: c/- IEC Online GmbH, Marienstrasse 19-20  
 10117 Berlin, Germany  
 Phone: +49 30 20458687 Fax: +49 30 20458688 E-mail: info@ieconline.de

## EMERGENCY CONTACT

(Compulsory to complete)

Name: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 Phone: \_\_\_\_\_ Fax: \_\_\_\_\_ E-mail: \_\_\_\_\_

## PROGRAMME OF STUDY

(Dates and fees may change after publication, please refer to the website for detailed information)

I WISH TO ENROL FOR THE FOLLOWING PROGRAMME(S)

### GENERAL ENGLISH

(any Monday except for New Zealand Public Holidays)

Full-time:  2-11 weeks: NZ\$410pw  12 weeks+: NZ\$390pw

PLEASE INDICATE DATES OF STUDY:

Start Date: \_\_\_ / \_\_\_ / \_\_\_ Finish Date: \_\_\_ / \_\_\_ / \_\_\_

I have a Working Holiday Visa and would like ELA to assist me with work placement

### FOUNDATION CERTIFICATE IN ENGLISH FOR ACADEMIC PURPOSES (FCertEAP) – \$8500

- Cohort 1 1st February 2010 – 25th June 2010  
 Cohort 2 5th July 2010 – 26th November 2010  
 Cohort 3 20th September 2010 – 4th February 2011 (Accelerated)

(A copy of the Conditional Offer of Place from a NZ university is required for this application)

### ACADEMIC ENGLISH – NZ\$4250 per module

- Block 1 1st February 2010 – 9th April 2010  
 Block 2 19th April 2010 – 25th June 2010  
 Block 3 5th July 2010 – 10th September 2010  
 Block 4 20th September 2010 – 26th November 2010

### 2009/2010 ACADEMIC ENGLISH – SUMMER PROGRAMMES

- Summer Academic Programme: 7 weeks  
 30th November 2009 – 29th January 2010 (NZ\$2870)  
 Summer Accelerated Module 3: 6 weeks  
 30th November 2009 – 22nd January 2010 (NZ\$2460)  
 Summer Accelerated Module 4: 8 weeks  
 30th November 2009 – 5th February 2010 (NZ\$3280)

### 2010/2011 ACADEMIC ENGLISH – SUMMER PROGRAMMES

- Summer Academic Programme: 8 weeks  
 29th November 2010 – 4th February 2011 (NZ\$3400)  
 Summer Accelerated Module 3: 7 weeks  
 29th November 2010 – 28th January 2011 (NZ\$2975)  
 Summer Accelerated Module 4: 8 weeks  
 29th November 2010 – 4th February 2011 (NZ\$3400)

## PROPOSED ENROLMENT

After finishing your study at the English Language Academy do you intend to:

- Study at The University of Auckland?  Return home?  
 Study at a different institution?  Undecided?

Do you have a conditional offer of place for a degree programme at The University of Auckland?  Yes  No

If yes, please specify the qualification and attach copy of letter: \_\_\_\_\_

## AGENT DETAILS

(you may use company stamp here)

**iec online GmbH**

Marienstrasse 19/20, D-10117 Berlin

Tel. +49 (0)30-20458687

www.ieconline.de

Name: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 Phone: \_\_\_\_\_ Fax: \_\_\_\_\_ E-mail: info@ieconline.de

## ACCOMMODATION DETAILS

Would you like accommodation to be arranged for you?  Yes  No Homestay Placement Fee NZ\$200

Homestay, No. of weeks: \_\_\_\_\_ (if you are under 18, homestay is compulsory)

Empire Apartments, No. of weeks: \_\_\_\_\_

The Empire Apartment is subject to availability.

## HOMESTAY INFORMATION

(We will attempt to meet your preferences but this may not always be possible)

Homestay family with children  Yes  No

Homestay family with a cat?  Yes  No with a dog?  Yes  No

Do you smoke?  Yes  No

Religion: \_\_\_\_\_

Please list any food you cannot eat: \_\_\_\_\_

## MEDICAL INFORMATION

Do you have any allergies or other medical requirements?  Yes  No

If yes please give details: \_\_\_\_\_

If you have any pre-existing medical conditions please give details: \_\_\_\_\_

Insurance is compulsory for all international students. Would you like ELA to arrange your insurance?  Yes  No

The ELA and the New Zealand government require that every international student has Medical/Travel Insurance. The ELA will automatically invoice you for insurance. If you wish to use your own insurance you must advise the ELA in writing and fax the ELA details of your insurance policy, including the certificate of insurance.

## ARRIVAL DETAILS

Would you like to be met at Auckland airport?  Yes (cost NZ\$80 one way to Auckland city\*)  No

**\*Students staying in an ELA arranged homestay or the Empire Apartment will receive a free one way transfer.**

Arrival Date: \_\_\_\_ / \_\_\_\_ / \_\_\_\_ Arrival Time: \_\_\_\_\_ Flight Number: \_\_\_\_\_

Note: You must provide arrival details no later than 10 working days prior to your arrival.

## MARKET RESEARCH

How did you find out about The University of Auckland English Language Academy?

Friends / Family

NZ Embassy / Education Centre

University of Auckland International Centre

Agent

Education Fair in: \_\_\_\_\_

Website

Advertising: \_\_\_\_\_

## STUDENT DECLARATION

**This form MUST be signed by the applicant or their parent/guardian if the student is under 18. Applications signed by agents, friends or family will not be accepted.**

• I declare the information in this application, or any attachments, to be true and correct.

• I understand and agree to the ELA Terms and Conditions of Enrolment dated 6 August 2007.

• I understand that it may be necessary for the ELA to hold and use information about me in accordance with this statement and the Privacy Act 1993. I authorise the ELA to collect, use and disclose personal information collected from me to appropriate institutions, subject to the provisions in the Privacy Act 1993.

• I agree that I have received and have read through a summary copy of the Code of Practice for the Pastoral Care of International Students.

**Please tick statement which applies to your situation:**

I declare that the signature inscribed below is my signature (the signature of the applicant to the ELA) or

I am under 18 years old and the signature below is the signature of a parent or legal guardian authorised to accept this contract on my behalf.

Family Name: \_\_\_\_\_ First Name: \_\_\_\_\_

Date: \_\_\_\_\_ Student Signature: \_\_\_\_\_

Please send this application to the Enrolment Officer at:

## THE UNIVERSITY OF AUCKLAND ENGLISH LANGUAGE ACADEMY

Level 5, 67 Symonds Street, Bag 163, Private Bag 92 019, Auckland, New Zealand  
P: 64 9 919 7695 F: 64 9 919 7899 E: ela@auckland.ac.nz www.ela.auckland.ac.nz

THE NEW  
WORLD CLASS.

EDUCATED IN  
NEW ZEALAND.

# PROGRAMME DETAILS & REQUIREMENTS

All fees listed are in New Zealand dollars and include Goods and Services Tax (GST).  
Dates and fees may change after publication, refer to ELA website for detailed information [www.ela.auckland.ac.nz](http://www.ela.auckland.ac.nz)

## ACADEMIC ENGLISH COURSES

### Foundation Certificate in English for Academic Purposes (FCertEAP) – NZ\$8500.00

The 20-week Foundation Certificate in English for Academic Purposes (FCertEAP) is a direct entry English language programme into University of Auckland courses. Students who successfully complete the FCertEAP will have fulfilled the English language requirements for entry into University of Auckland programmes. Students must still fulfill the academic entry requirements. Students must have a conditional offer of place for the University of Auckland.

- Cohort 1 1st February 2010 – 25th June 2010
- Cohort 2 5th July 2010 – 26th November 2010
- Cohort 3 20th September 2010 – 4th February 2011 (Accelerated)

### Academic English Modules

All Academic English programmes at the ELA are full-time and are available in five modules. Each module is 10-weeks in duration and students may enrol for more than one 10-week module. Modules have a minimum entry standard (refer to entry requirements).

### ACADEMIC ENGLISH – NZ\$4250 per module

- Block 1 1st February 2010 – 9th April 2010
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- Summer Accelerated Module 4: 8 weeks  
29th November 2010 – 4th February 2011 (NZ\$3400)

### INTRODUCTION TO ACADEMIC ENGLISH

**Entry Requirements:** An acceptable score in the ELA Placement Test which is equivalent to Academic IELTS 3.5 with reading and writing bands 3.5 (held the Wednesday before course commencement)

### MODULE I

**Entry Requirements:** An acceptable score in the ELA Placement Test which is equivalent to Academic IELTS 4.0 with reading and writing bands 4.0 (held the Wednesday before course commencement)

### MODULE II

**Entry Requirements:** An acceptable score in the ELA Placement Test which is equivalent to Academic IELTS 4.5 with reading and writing bands 4.5 (held the Wednesday before course commencement)

### MODULE III

**Entry Requirements:** An acceptable score in the ELA Placement Test which is equivalent to Academic IELTS 5.0 with reading and writing bands 5.0 (held the Wednesday before course commencement)

### MODULE IV

**Entry Requirements:** An acceptable score in the ELA Placement Test which is equivalent to Academic IELTS 5.5 with reading and writing bands 5.5 (held the Wednesday before course commencement)

### Summer Academic Programmes

The Summer Academic Programme is for students who wish to continue academic study over the summer period in New Zealand. The course commences in December, has a short break over Christmas and New Year, then continues in January. Please refer to [www.ela.auckland.ac.nz](http://www.ela.auckland.ac.nz) for dates.

### Working Holiday Students

The ELA can assist students on a working holiday visa with work placement in New Zealand. The ELA is in contact with a company in New Zealand that places students in casual work positions. If a student studies for a minimum of 6 weeks full time at the ELA, the ELA will pay the placement fee charged by the job search company. Please note that no promise is undertaken to guarantee work for the student. Students must be aware that they need a good command of English to work in New Zealand.

## GENERAL ENGLISH (Minimum 2 weeks enrolment)

The General English course is designed for students who want to improve their everyday language skills. General English is not designed for students intending to pursue tertiary study. Students cannot take IELTS Preparation as an afternoon option in the General English course.

**Levels:** Elementary, Pre-Intermediate, Intermediate, Upper-Intermediate, Advanced

**Tuition Cost:** Full time: 2-11 weeks. NZ\$410 per week, 12 weeks or more NZ\$390 per week.

**Entry Dates:** Every Mondays except New Zealand Public Holidays.

## IELTS, TOEFL, and CAMBRIDGE TKT PREPARATION

IELTS and TOEFL are available as afternoon options in both the Academic English and General English programmes.

### IELTS Preparation Evening Classes

The ELA offers part-time evening courses (8 hours per week over 4 weeks) and part-time Saturday courses (5 hours every Saturday over 6 weeks) for students who wish to prepare for the IELTS Exam. Training for both the Academic module and General module is offered. Please contact the ELA for dates or refer to [www.ela.auckland.ac.nz](http://www.ela.auckland.ac.nz).

### IELTS and Cambridge TKT Examination

The ELA is a registered IELTS and Cambridge TKT test centre. Please contact the ELA for dates or refer to [www.ela.auckland.ac.nz](http://www.ela.auckland.ac.nz).

## OTHER CHARGES

Registration Fee (paid once only for all courses)	NZ\$200	Book deposit	
Homestay Placement Fee (paid once only)	NZ\$200	(refunded when book is returned to ELA in good condition)	NZ\$60 per book
Airport pick-up one way to Auckland	NZ\$80*	Homestay Fee (under 18 years)	NZ\$240 (per week)
		Homestay Fee (18+ years)	NZ\$230 (per week)

\*Students staying in an ELA arranged homestay or the Empire Apartment will receive a free one way transfer.



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# TERMS & CONDITIONS OF ENROLMENT

as at 24 August 2009

The English Language Academy has agreed to observe and be bound by the Code of Practice for the Pastoral Care of International Students published by the Ministry of Education. Copies of the Code are available on request from this institution or from the New Zealand Ministry of Education website at [www.minedu.govt.nz](http://www.minedu.govt.nz).

## 1. STUDY PROGRAMME

1.1 Students apply for and are offered a place at the English Language Academy (ELA) based on a Study Programme (SP). A Study Programme will consist of any combination of the following:

- (a) an agreed number of weeks of General English;
- (b) an agreed number of ten week blocks of Academic English;
- (c) Foundation Certificate in EAP;
- (d) English for Special Purposes;
- (e) Teacher Training;
- (f) Any other programmes offered by the ELA.

1.2 Students applying for any of the following courses must meet minimum English language requirements:

- (a) Academic English.
- (b) Foundation Certificate in EAP.
- (c) General English.
- (d) English for Special Purposes.
- (e) Teacher Training.

A placement test administered by the ELA will determine whether students are eligible to enrol in the above named courses.

1.3 The minimum age for enrolment in all courses available for general enrolment at the ELA is 18 years.

## 2. BASIS OF CONTRACT AND PAYMENT TERMS

2.1 The ELA is a division of Auckland UniServices Limited, a company wholly owned by The University of Auckland. These terms and the student offer of place form a contract between Auckland UniServices Limited and the student.

2.2 An offer letter will be issued to the student, along with these Terms and Conditions of Enrolment, a Homestay Contract, where applicable, a summary of the ELA orientation programme and support services, as well as a summary of the Code of Practice for the Pastoral Care of International Students.

2.3 A student's place at the ELA will not be confirmed until all their fees for a Study Programme have been paid in full. Places in each course will be allocated to students as they pay their fees.

2.4 In all cases, tuition fees must be paid in full at least four weeks prior to commencement of their Study Programme or together with the student's acceptance in a Study Programme, whichever occurs last. Failure to pay tuition fees on the due date will result in the student's booking being cancelled.

2.5 The contract between Auckland UniServices Limited and the student is not in effect until the fees have been fully paid.

2.6 As there are a limited number of places in Academic English, the ELA will endeavour to give priority to students who have a conditional offer of a place in a degree or qualification at The University of Auckland.

2.7 Students will be accepted into all other courses on a first come, first served basis until the places are filled.

2.8 The ELA reserves the right to decline enrolment in a Study Programme and offer a refund as per section 3 below.

2.9 The ELA reserves the right to amend fees and these Terms and Conditions of Enrolment. Changes to these Terms and Conditions of Enrolment will apply to both future and current students. For the latest information please refer to [www.ela.auckland.ac.nz](http://www.ela.auckland.ac.nz). The latest Terms and Conditions of Enrolment will also be displayed around the ELA.

## 3. ALTERATION OF STUDY DATES AND REFUNDS

3.1 Students who have accepted and paid for a Study Programme must commence study on the date indicated on their Certificate of Enrolment. If students wish to change their date of study, they must advise the ELA in writing as follows:

- (a) at least one month prior to the original start date in the Certificate of Enrolment for Academic English programmes; or
- (b) at least two weeks prior to the original start date in the Certificate of Enrolment for General English or other ELA courses.

**Students who fail to do so will forfeit the following fees:**

(a) Academic English: Forfeiture of fees for one complete block (10 weeks) of Academic English. Students who arrive late without the appropriate notice period will at the discretion of the ELA, be placed in General English. There will be no refund of fees for the missed portion of the Academic English Block nor will the tuition fee difference be refunded.

(b) General English: Forfeiture of fees on a week-by-week basis until the ELA is notified of the new study date. Complete weeks will be deducted, not partial weeks. When the ELA is notified of the new study date, no further deductions will be made and the remaining fees will be credited to the new Study Programme, provided the student attends the course at the nominated study date.

(c) Other programmes: Only 50% of the tuition fees will be forfeited.

**NOTE:** Deferral of Study Programmes after the commencement date has passed is not permitted. Students will be permitted to defer their Study Programme ONCE only. Any further delay of study may result in the loss of some or all tuition fees and accommodation fees, where applicable.

### **Cancellation and Refunds**

**3.2** Full refunds (less the tuition registration fee) will only be given in the following circumstances:

- (a) New Zealand Immigration Services (NZIS) has refused to grant a student visa for study in New Zealand. (NB. Students from the People's Republic of China are not permitted to pay before NZIS has granted approval in principle).
- (b) the English Language Academy is unable to provide a place in the desired Study Programme.

**NOTE:** this clause does not apply to Specified Afternoon Options, which will only be available subject to sufficient demand.

(c) as provided in section 3.3.

**3.3** If a student requires a visa extension to attend all or part of a Study Programme and that visa extension is refused by the NZIS, other than on the grounds of a student's failure to comply with ELA Study Programme requirements such as minimum attendance, a full refund of the fees applicable to that Study Programme or part of that Study Programme (less the tuition registration fee relating to that course) will be provided.

### **Withdrawal From Study Programme**

**NOTE:** Refund penalties apply from the time tuition fees are paid.

**3.4** Where students wish to withdraw from their Study Programme they may do so at any point up to and including five working days after the start of their Study Programme as indicated in their Certificate of Enrolment. They will receive a refund of tuition fees paid relating to that part of their Study Programme not undertaken less:

- (a) the non-refundable tuition registration fee relating to that Study Programme;
- (b) any other fees stated in their letter of offer to be non-refundable relating to that Study Programme; and
- (c) a cancellation fee of:

- (i) 25% of the total tuition fee payable for that Study Programme in the case of Study Programmes of 20 weeks or less (Full time or Part time); or
- (ii) 40% of the total tuition fee payable for that Study Programme in the case of Study Programmes of 21 weeks or more (Full time or Part time).

### **Shortening of Study Programme**

**3.5** Where students wish to shorten their Study Programme they may do so at any point up to and including five working days after the start of their Study Programme as indicated in their Certificate of Enrolment. They will receive a refund of tuition fees paid relating to that part of their Study Programme not undertaken less:

- (a) a cancellation fee of 25% of the tuition fees relating to that part of the Study programme not undertaken. Students should note that as a result of shortening a Study programme they may not fulfil the requirements of a certificate or other qualification, which would normally be issued on completion of that Study Programme. Prior to making any decision students are recommended to obtain information on this.

**3.6** Students on a Student Visa are reminded that Student Visas are issued based on the duration of study in New Zealand as indicated in their Certificate of Enrolment from the ELA.

The terms of the Student Visa do not permit students to shorten their Study Programme at the ELA at any point. Accordingly, students on a Student Visa will need to produce a "Variation of Conditions" reflecting their shortened Study Programme from the NZIS, before they will be permitted to shorten their Study Programme.

**3.7** Students on a Limited Purposes Visa are not allowed to shorten or withdraw from their Study Programme. As indicated under the terms of the Limited Purposes Visa students are in New Zealand for an express purpose attached to a specified study period and study location. Cancellations in the first 5 days will only be permitted if a student intends to return home and the cancellation fees set out in section 3.4 will apply. Students must also cancel their visa and produce a confirmed ticket home before a refund will be processed. Money will not be refunded to the student in New Zealand.

**3.8** No refunds or shortening of a Study Programme is permitted after the first five days of the Study Programme, except as provided in sections 3.10, 8.5 and 8.6.

### **3.9 Refunds Through Agents**

Students, who enrol and pay through an educational agent and are granted a refund, will receive that refund via that agent. The agent will be instructed by the ELA to provide the refund to the student.

### **3.10 Special Circumstances**

If special circumstances of a compassionate nature occur that may necessitate withdrawal from a Study Programme, the Director of the English Language Academy may approve additional refunds to those provided in this section 3 at their discretion. Supporting verification and information must be supplied in writing. The validity of this information will be checked by the ELA and if it is proven that the information supplied is false, the ELA reserves the right to terminate the student's enrolment at the ELA with forfeiture of all tuition fees. Grounds for consideration will normally only involve medical or accident related illness of the student or immediate family.

## **4. HOMESTAY AND ARRIVAL DETAILS**

**4.1** The homestay placement fee and homestay accommodation fee must be paid in full at least four weeks prior to commencement of the homestay accommodation or together with the student's acceptance of homestay accommodation, whichever occurs last. Failure to pay on the due date will result in the student's booking being cancelled.

**4.2** Once the student commences the homestay, the minimum non-refundable period is four weeks, including the initial seven-day settlement period, unless the period of study is for less than four weeks. The homestay placement fee is non-refundable.

**4.3** If serious issues with the homestay family are identified within the initial seven-day settlement period, then the student can request to move to a new homestay immediately. If a student wishes to leave the new homestay, the minimum non-refundable period of four weeks for that homestay will apply but with the time spent at the first homestay taken into account. Please note: serious issues do not include homestay distance from the ELA, issues that can be resolved through discussion, or a request for a change of environment.

**4.4** If a student discontinues their homestay contract with the ELA, the student will be required to pay the homestay placement fee again if that student subsequently decides to continue with the homestay or to go into a new homestay.

**4.5** If a current ELA student who is not in a homestay decides to move into homestay, that student will be required to pay the NZ\$200 homestay placement fee and four weeks' homestay accommodation fee before a placement will be arranged.

**4.6** International students under the age of 18 are required to stay with a homestay family approved by The University of Auckland English Language Academy for the duration of their study.

## Cancellation

**4.7** After the initial four-week period, a minimum of one week's notice is required to cancel homestay accommodation. Where less than one week's notice is provided, up to one week's accommodation will be deducted from any refund.

**4.8** If the student cancels their homestay no later than 48 hours before their stated arrival time the student will receive a refund of all homestay fees less:

- (a) the non-refundable homestay placement fee; and
- (b) one week's homestay accommodation fee.

**4.9** If the student cancels their homestay less than 48 hours before their stated arrival time the student will receive a refund of all homestay fees less:

- (a) the non-refundable homestay placement fee; and
- (b) four weeks' homestay accommodation fee.

If booked for less than four weeks, there will be no refund.

**4.10** If any student aged 18 years and over arranges their own accommodation, the ELA will not be held responsible for any damage, loss or other incident that may occur in accommodation arranged by the student or an outside party.

## Arrival Advice

**4.11** Arrival details, including date, time and flight number must be advised in writing to the ELA at least ten working days prior to the Study Programme start date as indicated on the Certificate of Enrolment.

**4.12** Non-advice of a change of dates of arrival at least ten working days in advance will require the student to make a homestay payment from the date of arrival originally advised. If, as a result of the student not advising the ELA of the change of arrival details, the ELA has to source a new homestay, the student will be charged the homestay placement fee again.

**4.13** If "airport pick-up" is requested, and the student is not at the airport as advised to the ELA, the student will be required to pay for any further pick-ups.

**4.14** If a student arrives in New Zealand without giving the appropriate notice (ten working days) the ELA is not obligated to arrange homestay or airport pick-up. The ELA will undertake to provide emergency accommodation. However, any extra cost associated with this emergency accommodation will be at the student's expense.

**NOTE:** If you are delayed for any reason please let the ELA know as soon as possible.

## 5. IMMIGRATION AND VISAS

**5.1** 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, and can be viewed on their website at [www.immigration.govt.nz](http://www.immigration.govt.nz).

**5.2** International students require a student visa for study longer than three months. It is the student's responsibility to change their visa status where necessary and advise the NZIS of any changes. The ELA will take copies of relevant visa documentation on arrival in New Zealand.

**5.3** Where international students withdraw from a Study Programme and do not transfer to a degree or qualification at The University of Auckland as set out in section 8 below, the ELA will advise the NZIS. Students must be aware that a withdrawal from a Study Programme may result in their visa being forfeited.

## 6. ATTENDANCE

**6.1** Students must attend a minimum of 80% of the classes in their Study Programme. Where it becomes clear that a student may fail to achieve this 80% requirement the Academic Manager will provide them with a warning letter to give them an opportunity to correct attendance. The student's agent and parents, where applicable, will be advised.

**6.2** Following the issue of the warning letter, if the student's attendance does not improve immediately and it becomes clear that the requirement of 80% minimum attendance will not be reached, the student's enrolment at the ELA will be terminated and the tuition fees will not be refunded.

**6.3** Certificates of Attendance will not be awarded to students who fall below the 80% attendance requirement.

**6.4** Continuous absence from a Study Programme for more than ten class days without notification to the ELA in writing will be considered abandonment of the student's Study Programme. The student's enrolment will be cancelled and all fees will be forfeited.

**6.5** The NZIS will be advised of any student who does not meet the Study Programme attendance requirements.

**6.6** If a student is absent for medical or personal reasons, the student must advise their teacher in writing and provide appropriate supporting documentation e.g. a medical certificate.

## 7. HOLIDAY APPLICATION

### 7.1 Academic English

Students in an Academic English Study Programme may apply in writing for leave from one block (10 weeks) of their Study Programme and have their fees deferred to the next block subject to the following conditions:

- (a) they have already completed two blocks (20 weeks) of study at the ELA.
- (b) the student must return to study on the agreed date - failure to do so will result in forfeiture of all tuition fees, cancellation of the Study Programme and notification to NZIS.
- (c) only one leave period during the Study Programme will be allowed.

### 7.2 General English

Students in a General English Study Programme may apply in writing for leave from a maximum of two weeks of their Study Programme and have their fees deferred subject to the following conditions:

- (a) they are enrolled for a minimum of twelve weeks of study at the ELA.
- (b) the student must return to study on the agreed date - failure to do so will result in forfeiture of all tuition fees, cancellation of Study Programme and notification to NZIS.
- (c) only one leave period during the Study Programme will be allowed.

**7.3** No refunds will be given for leave periods taken.

**NOTE:** Students under the age of 18 must comply with the Code of Practice for the Pastoral Care of International Students when applying for Holiday Leave.

## 8. TRANSFERS

**8.1** If a student wishes to transfer from General English to Academic English, or vice versa, this may be approved subject to availability of space and at the discretion of the ELA. Students moving into Academic English will need to sit a test to ensure that their English is at Pre-Intermediate level or above.

**8.2** Students may not transfer out of Academic English into General English until the end of a complete ten-week block. Transferring students will not be compensated for the difference in tuition fees between Academic English and General English, but will be given a credit towards further study with the ELA to the value of the difference.

**8.3** Students wanting to transfer into Academic English may be required to pay additional tuition fees.

**8.4** The new Study Programme must be at least the same duration as the student's original Study Programme.

**8.5** Transfer to University of Auckland Degree Programmes

If students achieve their firm acceptance into a degree programme at The University of Auckland, the ELA will arrange for the remaining tuition fees to be credited to an enrolment in that degree at The University of Auckland without deduction. Students in Academic English must complete their block of study prior to the University intake dates in February or July. Students in General English must study until two weeks prior to the University intake dates in February or July. Continued study is required, regardless of whether students obtain IELTS results early. The following process and conditions apply;

- a. Students must provide the ELA with the original acceptance letter and receipt of tuition fees paid to the University of Auckland.
- b. The balance of tuition fees held by the ELA will be paid to the student once the course withdrawal period at the University has passed. The ELA will ascertain, through the International Office, that the student has not withdrawn their enrolment from the University of Auckland. Should a student withdraw, no fees will be refunded.

**8.6** Transfer to the University of Auckland Certificate in Foundation Studies and the Taylors College Foundation Year

If students achieve their firm acceptance into the University of Auckland Certificate in Foundation Studies operated by the Academic Colleges Group or the Taylors College Foundation Year, the ELA will arrange for remaining tuition fees to be credited. Students in Academic English must complete their block of study prior to the Foundation Studies intakes and students in General English must study until two weeks prior to the Foundation Studies intake dates. Continued study is required, regardless of whether students obtain IELTS results early. The following process and conditions apply;

- a. Students must provide the ELA with the original acceptance letter and receipt of tuition fees paid to ACG or Taylors College.
- b. 50% of the balance of tuition fees held by the ELA will be paid to the student once the course withdrawal period has passed. The ELA will ascertain, through either the Academic Colleges Group or Taylors College as applicable that the student has not withdrawn their enrolment. Should a student withdraw, no fees will be refunded.

Once the student has completed either the University of Auckland Certificate in Foundation Studies or the Taylors College Foundation Year, the student will be eligible for a refund of the balance of their tuition fees if they are accepted into a University of Auckland degree programme. The process in point 8.5a and b above applies. No refund will be given if the student does not gain acceptance into the University of Auckland for any reason. **SUNSET CLAUSE:** A student has a maximum of one calendar year from the time of departure from the ELA to request refund of any remaining tuition fees. After this period has passed, remaining tuition fees will be retained by the ELA.

**NOTE:** No refunds will be issued to any other institutions or programmes other than those named in clauses 8.5 and 8.6.

To be eligible for the refund process described in 8.6, the Foundation Year enrolled in must be either the University of Auckland Certificate in Foundation Studies or the Taylors College Foundation Year. Students who enrol in other Foundation Programmes and then move on to the University of Auckland will not be eligible for either a full or partial refund. If you have enrolled through an education agent, your refund may take longer as the ELA must liaise with your agent on the refund process.

## 9. USE OF AGENTS TO ENROL IN THE ELA

**9.1** Students who use agents to enrol in the ELA must ensure that the agent they use is an ELA approved agent. Approved agents will hold a current contract and representation certificate. If a student chooses to use the services of an agent neither authorised by nor holding a current contract with the ELA, then the ELA is not liable for any losses incurred by the student or misleading information provided to the student by the agent.

**9.2** Students are entitled to ask approved agents for the following;

- (a) a copy of the Code of Practice for the Pastoral Care of International Students published by the Ministry of Education.
- (b) the ELA Terms and Conditions of Enrolment.

It is in the student's own interest to ask for the above documents.

**9.3** If the student is unsure about any information provided by their agent, they should contact the ELA directly.

## 10. HEALTH AND TRAVEL INSURANCE

**10.1 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 <http://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 <http://www.acc.co.nz>

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

**10.2 ELA Policy on Health and Travel Insurance**

As part of the Code of Practice for Pastoral Care of International Students, a condition of study at the ELA is that all students must have health and travel insurance for the entire duration of their Study Programme. All students who apply to study at the ELA will AUTOMATICALLY be invoiced for medical and travel insurance (the ELA uses Studentsafe-University Insurance refer to [www.studentsafe.co.nz/wContent.asp?PageID=100003284](http://www.studentsafe.co.nz/wContent.asp?PageID=100003284)). This insurance must be paid unless the ELA approves the use of an alternative company. If a student wishes to arrange insurance through an alternative company they must provide the information below BEFORE they will be issued with a Certificate of Enrolment (receipt).

1. Name of Insurance Company
2. Policy Number
3. Certificate of Insurance which outlines levels of cover for medical expenses, loss of property, repatriation, personal liability, and how claims are made. The ELA will assess whether the levels of cover are suitable for the New Zealand environment.

Any student who refuses to take out insurance will not be permitted to enrol at the ELA. Any student who is found to have falsified their insurance certificate will be given the opportunity to take our Studentsafe - University insurance immediately and if they refuse to do so will have their enrolment terminated. NZIS will be notified as appropriate and no refund of tuition fees will be issued.

## 11. DISCIPLINE

11.1 All students are expected to abide by the laws of New Zealand, the Terms and Conditions of Enrolment and the Code of Conduct as set out by the ELA. Penalties and disciplinary procedures will apply in the event of a failure to do so. Penalties may include expulsion of the student with forfeiture of tuition fees.

11.2 The ELA has a smoke free policy. Smoking in the ELA premises is strictly forbidden.

11.3 All staff at the ELA will apply the rules fairly. However, if a student considers this has not occurred, the student may refer the matter in writing to the Director. Once the Director has conveyed their decision in writing to the student, no further discussion will be entered into with the Director. If a student still believes that the issue has not been resolved fairly, the student may then refer the issue to the International Education Appeal Authority as per section 12.4 below.

### Warning

Theft, consumption of alcohol and/or use of illegal drugs in the school, deliberate damage to ELA property and the use of physical and/or verbal abuse towards students or staff may result in immediate expulsion with forfeiture of tuition fees.

## 12. STUDENT GRIEVANCES POLICY

### 12.1 Study Programme Complaints

The ELA Code of Conduct given to students during orientation outlines the process students should follow if they have concerns relating to teaching or other academic matters. If, after following this process, a student still believes that the issue has not been resolved fairly, the student may then refer the issue to the International Education Appeal Authority as per section 12.4 below.

### 12.2 Homestay and Student Welfare Complaints

Complaints or issues relating to homestay should be directed to the ELA Homestay Co-ordinator in writing. All other issues should be directed to reception staff or student advisors in the first instance. If a student is unhappy with the outcome, the matter will be referred to the Student Welfare Manager, who will confer with the parties in dispute before making a decision. Once the Student Welfare Manager has conveyed their decision in writing to the student, no further discussion will be entered into with the Student Welfare Manager. If a student still believes that the issue has not been resolved fairly, the student may then refer the issue to the International Education Appeal Authority as per section 12.4 below.

### 12.3 Financial Issues

Issues relating to payment of fees and refunds are clearly stated in the Terms and Conditions of Enrolment. The Administration Manager and the Director will deal with any queries. Decisions will be conveyed in writing to the student.

### 12.4 External Procedures

Should a student believe they have an issue that has not been resolved fairly by the ELA, the student may refer the issue to the International Education Appeal Authority:

International Education Appeal Authority, c/o Ministry of Education, PO Box 1666, Wellington, New Zealand

## 13. LIMITATION OF LIABILITY

The liability to the student of the ELA and Auckland UniServices Limited (howsoever caused) in any matter relating to the Terms and Conditions of Enrolment, any homestay accommodation organised through the ELA, and the student's Study Programme will be limited to the return of the fees paid for that homestay accommodation or Study Programme. The ELA accepts no responsibility for any accident or injury or death to students while on the ELA premises or while students are involved in ELA organised activities.

## 14. THE PRIVACY ACT 1993

14.1 Personal information on the Application Form will be held by the ELA and may be used by any staff of the ELA for the following:

Calculation of fees, monitoring students' academic progress, administration of examinations and assessment, maintenance of order and discipline, providing student support services, and support and welfare of students in urgent situations.

14.2 The student consents to the disclosure of any personal information held by the ELA to the following:

- (a) any part or department of The University of Auckland;
- (b) the New Zealand Immigration Service;
- (c) the student's approved agent(s);
- (d) the student's homestay accommodation provider;
- (e) any member of Auckland UniServices Limited staff;
- (f) Parents, Guardians and emergency contacts as set out in the Application Form.

14.3 Students must inform the ELA of their current address and contact details and advise the ELA immediately of any changes to this information. A contact person in case of emergency is also required.

## 15. GOVERNING LAW AND JURISDICTION

These Terms and Conditions of Enrolment are governed by the laws of New Zealand and the parties agree to submit to the exclusive jurisdiction of the New Zealand courts in respect of all matters relating to these Terms and Conditions of Enrolment.

## 16. LANGUAGE

These Terms and Conditions of Enrolment are intended to be read in the English language. Where these Terms and Conditions of Enrolment have been translated into another language this is for information purposes only and the English language version will govern.

**Disclaimer:** The University of Auckland English Language Academy has taken all steps to ensure that the information is correct at the time of publication but notes that changes may occur in the following publication.