

Terms and Conditions of Enrolment

About ELA

English Language Academy (ELA) is a division of Auckland UniServices Limited. ELA is wholly owned by the University of Auckland. ELA has agreed to observe and be bound by the Code of Practice for the Pastoral Care of International Students (Code) made under the Education Act 1989 published by the Ministry of Education, which affords international students' rights and obligations in relation to receiving educational instruction from ELA. A copy of the Code is available from ELA or <https://www.nzqa.govt.nz/providers-partners/education-code-of-practice/>

1. Course and Programmes

- 1.1. Students wishing to study at ELA may apply for one or a combination of the courses offered by ELA (**Study Programme**).
- 1.2. ELA reserves the right to change course arrangements without prior notice.
- 1.3. All courses are subject to minimum student numbers.

2. Offer of Place

- 2.1. Students who apply for a Study Programme may be provided with a letter offering the student a place from ELA (**Offer of Place**), which will include details of the Study Programme, an invoice for the tuition fees payable and other important information. An Offer of Place does not guarantee the student's enrolment at the ELA. The Offer of Place is subject to these Terms and Conditions of Enrolment and any other conditions of enrolment specified by ELA.

3. Minimum Age Requirement

- 3.1. It is a condition of enrolment that students must be 18 years or older prior to commencing a Study Programme at ELA.

4. Minimum English Language Requirements

- 4.1. It is a condition of enrolment that international students meet the minimum English language requirements of their chosen course(s), as advised by ELA. The minimum English language requirements can be found on ELA's website (www.ela.auckland.ac.nz).

5. Student Permits/Visa

- 5.1. It is a condition of enrolment that international students obtain valid visas from Immigration New Zealand (**INZ**) to live and study in New Zealand. The Offer of Place does not guarantee that students will be issued with a student visa.

- 5.2. International students must maintain valid visas throughout the duration of their Study Programme at the ELA as a condition of their enrolment

6. Travel and Health Insurance

- 6.1. International students must have travel and health insurance for the entire duration of their Study Programme. Students will be invoiced automatically by ELA for such insurance, subject to a waiver in the event that the student can provide evidence of adequate insurance from an ELA approved insurer. A list of approved insurance providers is available at www.ela.auckland.ac.nz.

7. Payment of Tuition Fees

- 7.1. Students must pay the tuition fees for their Study Programme to ELA at least four (4) weeks prior to the commencement of their Study Programme, except in the following cases:

- (a) Students from the People's Republic of China are not permitted to pay the tuition fees before INZ has granted "Student Visa Approval in Principle"; and
- (b) CELTA students must pay the tuition fees for their Study Programme to ELA at least two (2) weeks prior to the commencement of their Study Programme.

- 7.2. The tuition fee/s are stated in the student invoice included with the Offer of Place. Tuition fees include ELA tuition fees, government taxes (where applicable) and in some cases programme materials. They do not include the following: registration fees, accommodation costs, airport transfers, travel and medical insurance, activities and other expenses the Student may incur. Please refer to the invoice for the total amount due. Fee security is guaranteed by the University of Auckland.

- 7.3. Places in each course will be allocated to students as they pay their tuition fees to ELA in full on a first come first served basis, until all places have been filled. ELA reserves the right to return the tuition fees paid by the student if all places have been filled at its sole discretion.

8. Enrolment

- 8.1. A student's place at ELA will be confirmed by ELA issuing the student with a Certificate of Enrolment or emailing an enrolment confirmation letter to the student except in the case of IELTS Preparation and CELTA. (**Certificate of Enrolment**).

- 8.2. These Terms and Conditions of Enrolment are to be read in conjunction with the Application Form and Offer of Place. These form part of the agreement between ELA and the student named in the Offer of Place upon the issue of the Certificate of Enrolment to the student (together the **Agreement**).

9. Start Date

- 9.1. Students enrolled in a Study Programme at ELA must commence their study on the date stated in their Certificate of Enrolment (**Start Date**). No late starts are permitted. All students must participate in ELA's orientation programme on the start date.

10. Accommodation

- 10.1. ELA can arrange accommodation for students upon request from the student subject to availability and the student entering into a further accommodation agreement with ELA. For more information go to www.ela.auckland.ac.nz/accommodation.

- 10.2. Students are permitted to arrange their own accommodation. ELA can direct those students to relevant advice and information to enable the student to understand their rights as a tenant in New Zealand.

11. Alteration of Study Dates

- 11.1. If students wish to change their start date they must make a written request to ELA at least two (2) weeks prior to the Start Date for all courses offered by ELA. Students who fail to do so must either complete their

- Study Programme or forfeit all tuition fees paid. Students are permitted to change their Start Date once only and only after all tuition fees have been paid.
12. **Extensions of Study Programmes**
- 12.1. If students wish to extend their Study Programme they must make a written request to ELA at least two (2) weeks prior to the Start Date for all courses offered by ELA. The minimum extension period is one (1) full block more in the case of General English, Academic English, FCertEAP, EPUS and EPPS. Extensions are at the discretion of ELA.
- 12.2. If the student's extension request is accepted by ELA, the student will be provided with a Letter of Offer and an invoice for the tuition fees of the extended Study Programme, which must be paid to ELA prior to the student commencing their next programme of study.
13. **Refund and Withdrawal Policy**
- 13.1. **Refunds and Reductions (FCertEAP, EPPS, EPUS):**
The deadline for withdrawing from a Study Programme with a refund or credit of fees is the second Friday of the block of study. If the student withdraws after the payment of tuition fees but within the deadlines above, the ELA will, upon application, refund the fees paid, less an administration charge of NZ\$1,060.00.
- 13.2. **Withdrawals (FCertEAP, EPPS, EPUS):**
Students wishing to withdraw from a programme after the second Friday of the block of study must apply to do so by applying to obtain the approval of the Academic Manager. The Study Programme will remain on the student's academic record and show as a withdrawal. Tuition fees will not be refunded. Application must be made on the Request to Withdraw Form. The last dates for withdrawals are set out below:

FCertEAP: Third Friday before the end of the block.
EPPS, EPUS: Second Friday before the end of the block.
- 13.3. **Refunds and Reductions (Academic English, General English, Business English, English for Engineering, English for Teaching – TESOL (TKT))**

Before starting the Study Programme:
- a) If the enrolment is cancelled in writing 14 days before 5.00pm on the Friday (NZT) prior to the start date, fees will be refunded with the exception of the Registration Fee and Accommodation Placement Fee.
- b) If the enrolment is cancelled in writing less than 14 days prior to the start date, fees will be refunded except for the Registration Fee, the Accommodation Placement Fee and 14 nights of Accommodation Fees (Homestay or Other).
- Once the Study Programme has started:

Students who withdraw from their Study Programmes within the timeframes stipulated below will receive a refund of the unused portion of their tuition fees less:
- a) In the case of Study Programmes of three months or more, a cancellation fee of 25% of the unused portion of the tuition fees, provided the withdrawal from their Study Programme within ten (10) working days of the Start Date of the beginning of their enrolment.
- b) In the case of Study Programmes of five weeks or more but less than three months, a cancellation fee of 25% of the unused portion of the tuition fees, provided the withdrawal from their Study Programme within five (5) working days of the Start Date of the beginning of their enrolment.
- c) In the case of Study Programmes under five weeks, a cancellation fee of 50% of the unused portion of the tuition fees, provided the withdrawal from their Study Programme within two (2) working days of the Start Date of the beginning of their enrolment.
- There is a \$60 refund processing fee for all of the refund scenarios detailed above in 13.3. All refund and reduction requests should be made to enrolment@ela.auckland.ac.nz.
- After the refund timeframes identified above, the ELA will not refund any fees except for unused accommodation fees.
- 13.4. Where a student has provided all required documentation in support of their visa application and Immigration New Zealand has declined to grant a student visa then the ELA will process a full refund and without deduction of a refund or administration fee, except in the case of online or distance learning courses.
- 13.5. Where the ELA requires a student to stop their Study Programme for not complying with the conditions of enrolment (15.1 – 16.1), the student will not be entitled to a refund if it is after the students refund period as identified in 13.3 above.
14. **Transfers**
- 14.1. Students may apply to ELA to transfer to a different Study Programme offered by ELA. Students enrolled in General English or Academic English may not transfer to another course once the course has commenced.
- 14.2. If the transfer application is accepted, the student will be notified by email and must confirm the transfer by completing a Change of Study Programme Form. Transfer to a different Study Programme is subject to availability of the course(s), payment of the full tuition fees, the student meeting the transfer requirements contained in the Offer of Place, these Terms and Conditions of Enrolment and any other conditions specified by ELA.
- 14.3. Where a student transfers to a degree programme at the University of Auckland (**University**) ELA will refund the unused portion of the tuition fees for the Study Programme (if any) when:
- (a) ELA is provided with the original acceptance letter from the University and receipt of tuition fees; and
- (b) The course withdrawal period at the University has passed; and

- (c) ELA has received confirmation from the International Office of the University, that the student has not withdrawn their enrolment from the University.
- 14.4. A student has twelve (12) months from the date the student transfers to a degree programme at the University to request refund of any remaining tuition fees or such fees shall be forfeited.
15. **Behaviour**
- 15.1. All students must abide by the laws of New Zealand, this Agreement, ELA policies and ELA's Code of Conduct advised from time to time. Failure to do so may result in suspension or expulsion of the student with forfeiture of tuition fees.
- 15.2. For more information regarding behaviour or the Code of Conduct, refer to the Student Handbook.
16. **Attendance**
- 16.1. The student must attend one hundred (100) percent of their classes in their Study Programme in a punctual manner. Disciplinary procedures will apply in the event of a failure to do so, such as suspension or expulsion of the student with forfeiture of tuition fees.
- 16.2. For more information regarding attendance, refer to the Attendance Policy in the Student Handbook.
17. **Absences**
- 17.1. If the student is absent for medical or personal reasons, the student must advise ELA Reception or their teacher at least 30 minutes before the start of their class. If the student is absent for two (2) school days or more the student must provide ELA with a recognised doctor's certificate written in English. The certificate must be produced when the student returns to ELA. Students are not entitled to attend additional classes or receive refunds for missed classes.
18. **Emergency Leave Applications**
- 18.1. Special leave requests are subject to the discretion of ELA's Academic Manager whose decision is final.
- 18.2. Students are not entitled to refunds of tuition fees for the time they are on leave. Further ELA will not provide compensation for closures due to any public holidays or other necessary closures.
- 18.3. For more information regarding Leave, refer to the Student Handbook.
19. **Personal Information of Students**
- 19.1. The student agrees that their Personal Information (as defined in the Privacy Act 2020) on the Application Form and collected by ELA from time to time will be held by ELA and may be used by any staff of ELA for purposes of monitoring students' education, academic progress, health and wellbeing, the calculation of fees, administration of examinations and assessment, maintenance of order and discipline, providing student support services and support and welfare of students in urgent situations. The student has the right to access and correct information held by ELA.
- 19.2. The student consents to the disclosure of any Personal Information held by ELA to the University, INZ, and the student's agent, accommodation provider, parents or legal guardians, emergency contact, medical or legal professionals or others, to enable ELA to provide academic, administrative and welfare support.
20. **Use of agents to enrol in the ELA**
- 20.1. Students who use agents to enrol in ELA are encouraged to use an ELA approved agent listed on ELA's website. The student is responsible when changing agents to notify their original agent and ELA. Agents work with the ELA on a commission basis.
21. **Term and Termination**
- 21.1. The student's enrolment at ELA will end when their Study Programme ends.
- 21.2. The student's enrolment will be terminated by ELA and tuition fees will be forfeited if:
- the student's breaches this Agreement;
 - the student has been provided with a final written warning letter by a member of the ELA's Senior Leadership Team to give them an opportunity to correct attendance (including punctuality) or behaviour, and the student's attendance or behaviour does not improve immediately following issue of the final written warning letter;
 - the student is absent from a Study Programme for more than ten (10) consecutive class days without notification to ELA in writing will be considered abandonment of the student's Study Programme.
- 21.3. ELA must immediately report any onshore student's termination of enrolment to INZ.
22. **Complaints**
- 22.1. All ELA staff will apply the rules in a fair and reasonable manner. In the first instance, the student should direct a complaint to the relevant staff member, a teacher or the Student Support Advisor. If a student considers that the complaint has not been dealt with in a fair or reasonable manner, they may make a complaint in writing to ELA's Student Experience and Campus Manager who will confer with the parties in the dispute. All information will be presented to the Director of ELA who will make a final decision and convey the decision in writing to the student. If the student considers that the issue has not been resolved fairly, the student may then refer their complaint to:
- iStudent Complaints**
 Website: www.istudent.org.nz
 Phone: 0800 00 66 75
 Email: complaints@istudent.org.nz
- New Zealand Qualifications Authority (NZQA)**
 Website: www.nzqa.govt.nz
 Phone: 0800 697 296
 Email: qadrisk@nzqa.govt.nz
23. **Third party tour operators**
- 23.1. Students must advise ELA reception the date of the tour and name of the third party tour operator prior to attending any tour. Students who take part in such

tours organised by third party tour operators do so that their own risk and ELA accepts no liability for such third party organised activities.

24. **Limitation of Liability**

24.1. ELA shall not be liable to the student in any circumstances for any consequential loss, indirect loss, loss of income, profits, or loss or damage to persons or property relating to this Agreement, the student's Study Programme, ELA organised activities or accommodation organised through ELA. In the event the liability cannot be excluded, the maximum liability of ELA to the student shall be limited to the return of the fees paid to ELA for that Study Programme or accommodation.

24.2. To the extent permitted by law, the liability to the student of ELA whether under contract, tort (including negligence), breach of statutory duty or other actionable wrong of any kind relating to this Agreement, the student's Study Programme, ELA organised activities or accommodation shall be limited to return of the fees paid to ELA for that Study Programme or accommodation.

24.3. To the extent permitted by law, the University of Auckland shall not be liable to the student for any loss or damage whatsoever and howsoever caused arising directly or indirectly out of relating to this Agreement, the student's Study Programme, ELA organised activities or accommodation organised through ELA. This exclusion of liability applies to liability in contract, negligence (or any other tort), statute or any other source or principle of legal liability. This clause is enforceable by the University of Auckland in terms of the Contracts (Privity) Act 1982.

25. **Governing Law and Jurisdiction**

25.1. The Agreement is governed by the laws of New Zealand and the student and ELA agree to submit to the exclusive jurisdiction of the New Zealand courts in respect of all matters relating to the Agreement.

26. **Language**

26.1. The Agreement is intended to be read in the English language. Where this Agreement has been translated into another language this is for information purposes only and the English language version will prevail in the event of any inconsistency.