

# International Student Enrolment Terms and Conditions

The following are the terms and conditions of your enrolment with UCOL as an International student.

## **The UCOL limitation of liability**

In signing the Admission Form (International Students), you agree that, to the extent permitted at law, the liability of UCOL to you, however, it arises, if established, is limited to the amount of the tuition fees that you pay to UCOL for the enrolment period in which the liability arises.

## **Disputes and complaints**

In signing the Admission Form (International Students) you agree to abide by UCOL's statutes and policies for resolving disputes and complaints.

## **Events beyond the control of UCOL**

If UCOL is unable to perform its obligations by reason of riot, earthquake, volcanic activity, fire, storm, strike, lockout, acts of terror, outbreak of illness, operation of law or other like cause beyond the control of UCOL, then UCOL shall be released from its obligations if and to the extent that UCOL is prevented or delayed from performing by reason of that force majeure, but without prejudice to any pre-existing claim or pre-existing liability.

## **Privacy**

In signing the Admission Form (International students), you acknowledge that UCOL collects and stores information about you. Some of this information is and will be provided by you. Some of it will be collected by UCOL in the programme of your enrolment at UCOL. UCOL will disclose such information to other organisations such as the Ministry of Education (funding and student statistical returns), New Zealand Qualifications Authority (Record of Learning registration and Unit Standard outcomes), Tertiary Education Commission, Industry Training Organisations (funding and academic outcomes), the Nursing Council, the Professional Registration Board, Ministry of Social Development (confirmation of enrolment and academic outcomes), Inland Revenue Department (student loan interest rebate), AS@U, Department of Immigration and any agencies or others who support particular students through scholarships and prizes, payment of fees or other awards (if you are a recipient of one of these awards).

UCOL may also use such information for marketing purposes, to select students for qualifications, to manage internal administrative processes and for internal reporting. Information about students may be supplied to, and sought from, other educational institutions for the purpose of verifying academic records or otherwise.

In addition, you agree that UCOL may release information about you to Government agencies such as the New Zealand Police, Department for Courts, Department of Corrections, Department of Immigration and the Accident Rehabilitation Compensation Insurance Corporation. In signing the Admission Form (International Students), you authorise the collection, holding and disclosure referred to above. Under the Privacy Act 1993, you may ask UCOL to provide you with copies of the information it holds about you. If you disagree with any such information, you may ask to have it corrected.

Cancellation or postponement of programmes/qualifications UCOL may, at its discretion, at any time (whether before or after a programme(s)/qualification(s) has started, or whether or not UCOL programme(s)/qualification has been partially completed) for any reason cancel any programme(s) or qualification(s) offered. If a programme(s) is cancelled or a qualification not offered, fees paid (not including fees for preceding enrolment periods) will be refunded to you, or to the person or organisation who paid them on your behalf. Under these circumstances, no form of compensation will be paid by UCOL to you or to the person or organisation who originally paid your fees.

UCOL may also postpone the start date of a programme(s) or start date of study for a qualification offered. If the new start date does not suit you, we will refund the fees to you, or to the person or organisation who paid them. No compensation is payable by UCOL to you or anyone else. If you have partially completed programme(s)/qualification(s), UCOL may still cancel the programme(s)/qualification(s), and no compensation is payable. No compensation will be payable to you by UCOL for the cancellation by UCOL of a programme(s)/qualification(s), for any reason, regardless of whether you have completed a number of days, weeks or months of a programme(s)/qualification(s), or whether you have completed one or more years towards a qualification.

In enrolling at UCOL, you acknowledge that UCOL may decide to cancel or postpone programme(s)/qualification(s) from time to time for a variety of reasons, including (but not limited to) insufficient participants, financial constraints and resourcing issues. If you are studying at UCOL but offshore you acknowledge that UCOL may deliver the programme by distance if circumstances arise that UCOL deem it desirable.

### **Provisional enrolment at UCOL**

Your admission and enrolment is provisional on: UCOL being satisfied as to your identity and being satisfied, based on all the information you have supplied, that UCOL ought to confirm your enrolment; and UCOL selecting you for a place, if places in the qualification(s)/course(s) you have selected are limited; and UCOL being satisfied that you meet the entry criteria (if any) and the English competency requirements; and UCOL sighting your passport containing evidence that you have the appropriate permit/visa to study at UCOL in the qualification(s); and UCOL receiving evidence of insurance policies for travel and health; UCOL receiving in full all of the UCOL tuition fees, all other costs set by UCOL (if any) and Students' Association fees (where applicable); and If UCOL offers you a place, UCOL receiving your acceptance of that offer before its expiry. UCOL may, in its sole discretion, waive, in writing, some of the provisional enrolment conditions.

### **UCOL statutes and policies**

You agree to be bound by the UCOL statutes, code of conduct and policies, including all new and amended statutes, code of conduct and policies.

### **Refunds, withdrawals and changing qualifications**

The [International Student Fees and Refunds Procedure](#) forms part of your contract with UCOL. Before applying for admission and enrollment, you acknowledge that you have read and understood it. The International Student Fees and Refunds Procedure also contains provisions on what you must do if you want to change your course(s)/qualification(s) or withdraw from study at UCOL.

### **Professional occupation registration**

You agree that if entry into a profession/occupation is regulated by law, then UCOL makes no representation about entry into the profession/occupation in respect of your study at UCOL. Entry into that profession/occupation is subject to the applicable law, regulations and rules of the profession/occupation concerned.

### **Payment of fees**

If UCOL offers you a place and if UCOL receives acceptance of that offer, then you:

1. Agree to pay UCOL all UCOL tuition fees and all other UCOL fees before the first date teaching starts for your qualification.
2. If UCOL allows you to start studying after the first date that teaching starts, then you agree to pay all UCOL fees before the date you are due to start studying.
3. Even if you do not attend, you will be required to pay all UCOL tuition fees and all other UCOL prescribed fees unless UCOL receives your withdrawal in the manner required by UCOL within the time required by UCOL for international students.

### **Information supplied**

You have attached to the Admission and Enrolment Form (International Students) (or agree to promptly send) certified proof of your highest level of achievement at secondary school (if under the age of 20 years) and previous/current study (if any).

### **Visa and insurance**

You agree to provide UCOL with evidence of an appropriate permit/visa and medical insurance for the duration of your enrolment at UCOL. If you do not have a valid permit/visa or medical insurance, then UCOL may cancel your enrolment.

### **Information received**

You acknowledge that you have received current and complete information concerning:

1. All tuition fees, course costs and items required to be supplied by you associated with your nominated programme of study;
2. The UCOL application requirements and conditions of acceptance;
3. [Refund conditions](#);
4. English language proficiency requirements;
5. The UCOL staffing, facilities and equipment;
6. The qualification(s) UCOL offers;
7. Medical and travel insurance requirements;
8. Types of accommodation available in New Zealand;
9. A summary of the [Education \(Pastoral Care of Tertiary International Learners\) Code of Practice 2021](#)