# 2025 NZMA ENROLMENT TERMS & CONDITIONS

Enrolment is with New Zealand Management Academies Ltd, referred to hereafter in this document as NZMA. On successful completion of this programme, NZMA will award the qualification. NZMA is a registered PTE, and a Category 1 provider on NZQA's External Evaluation & Review (EER) rating. This means NZQA is Highly Confident in both NZMA's educational performance, and capability in self-assessment.

## 1. ELIGIBILITY FOR ENROLMENT

## Eligibility for Enrolment as a Domestic Student

Domestic Student as defined by section 10 of the Education and Training Act.

To be enrolled as a domestic student, Applicants must be:

- a New Zealand citizen, or
- the holder of a residence class visa granted under the Immigration Act 2009 or,
- person to be treated as if they are not an international student under The Tertiary Education (Domestic Students) Notice 2024.

Applicants must provide evidence of citizenship or New Zealand residency. To do so, Applicants must produce one of the following:

- Citizenship status using their National Learner Number (NSN) – applicable for NZ citizens only.
- New Zealand certificate of citizenship.
- New Zealand passport.
- Birth certificate with place of birth stated as New Zealand, Cook Islands, Tokelau, or Niue.
- Statement of Whakapapa, including date of birth, countersigned by a kaumatua.
- Overseas passport with evidence of NZ residency visa.
- o Immigration NZ refugee certificate of identity.

Applicants must provide original documentation to NZMA, or alternatively provide a certified copy. A certified copy is a photocopy, photograph or scanned copy of the original document, signed as being a true and accurate copy by an official of the issuing authority or a person authorised to certify a copy such as a Justice of the Peace (JP).

## 2. CREDIT RECOGNITION OF LEARNING

Skills and knowledge gained through past study and experience may be recognised as outcomes already achieved for credit towards a programme of study.

Recognised credits may reduce programme duration and or fees, and change eligibility for student loans, funding schemes and allowances, therefore applications for Credit Recognition of Learning should be made at enrolment.

Further details in the published student handbook.

Credit recognition and transfer (CRT): Credit awarded and credentialed by a tertiary provider, will be recognised and transferred by NZMA as full or partial credits where achievement of comparable outcomes and credits is at a level consistent with the intended programme of study. There are no fees for CRT processing.

**Recognition of prior learning (RPL):** Existing skills and knowledge gained through work experience etc, may be recognised for credit towards the intended programme of

study, where evidence of prior learning is assessed and recognised by NZMA as equivalent to programme credits. Time limitations for recognition for RPL are generally set at five years. Extensions may be granted on a case–by-case basis where knowledge and skills remain current though evidence of other work or study. Fee may apply for RPL, refer to published fees.

## 3. FEES & COURSE COSTS

#### 3.1 Tuition Fees and Associated Costs

Refer to <u>published fees</u> for the tuition fees for individual programmes, applicable course related resources/costs, and any associated fees for student services.

Total fees, course costs and all other financial commitments associated with the intended programme and enrolment are listed here. Prior to fees invoicing, NZMA will check student eligibility for government funded programmes based on the information provided in the enrolment form. Applicants must ensure they have options in place to pay fees should they not qualify for any of the government funded programmes.

Once accepted on a programme, the student will be sent an invoice with the full tuition costs fee and any applicable student services fee. The invoice will include any fee adjustment where the information provided to NZMA in the enrolment form online qualifies the student for government funded programmes and/or recognised credit of learning (where applied for).

**Tuition Fees include:** NZQA fees; All tuition, workbooks, manuals, site visits and class excursions.

**Tuition Fees exclude:** Student Services Fees (SSF) covering support and provision of various student services (except where fee exempt by fund and or mode of learning). Some programmes have additional resources or items students are required to purchase or provide that are not covered by tuition fees e.g. uniforms, personal computing devices; these are listed under <u>published fees</u>.

Note: the period prior to confirmation of enrolment during which a student may change their enrolment or withdraw from a programme with applicable fees refund is outlined under section "Fee Protection, Withdrawal & Refunds".

# 3.2 Eligibility for Government Funded Programmes

Youth Guarantee Funded Programmes: To be eligible for a limited place in a Youth Guarantee (YG) funded programme, the Applicant must meet course entry requirements, be a Domestic Student not enrolled in secondary school; and either aged 16 to 24 years (inclusive) at the time they

commence the YG programme or 15 years of age at the time they commence the YG programme, with an early leaving exemption from their school.

Māori & Pasifika Trades Training Funded Programmes: To be eligible for a limited place in an eligible Māori & Pasifika Trades Training (MPTT) funded programme, the Applicant must meet course entry requirements, be a Domestic Student, identify as Māori or Pasifika, and be aged 16 to 40 years of age (inclusive) at the start date of the first course in the programme.

#### 3.3 Payment of Fees

The balance of fees is due prior to date of programme commencement. Students are to follow the banking instructions on the fees invoice attached to their acceptance letter. All monies are banked into The New Zealand Public Trust Limited who administer the fees as per the legislative requirements for Protection of Student Fees under the Education and Training Act 2020.

The balance of course fees can be paid by StudyLink Student Loan; Direct Debit on Campus; Online Banking; arrangement of NZMA Payment Plan; or (where eligible) government funded programmes and allowances.

Should payment of fees not be arranged or received within two weeks of the programme start date, student will be liable for any legal or debt collection costs incurred for unpaid fees.

Student must advise their Course Advisor where a delay to fee payment is anticipated. It is a condition of enrolment to pay all invoiced fees as they become due. NZMA will terminate a student's enrolment where fees due have not been paid within two weeks of start date, or agreed payment plan.

# 4. FEE PROTECTION, WITHDRAWAL & REFUNDS

The following applies for programme fees paid in accordance with legislative requirements under the Education and Training Act 2020 [Protection of student fees 355-359], and NZQA Student Fee Protection Rules 2022, where programmes are more than 3 months' duration.

# 4.1 Student Fee Protection

The New Zealand Qualifications Authority (NZQA) requires private training establishments (PTEs) to provide security for the repayment of prepaid fees should NZMA be unable to deliver the course in the event of a course closure.

The Student Fee Protection Mechanism in place at NZMA is an NZQA approved Static Trust backed by a Bank Bond. 100% of student fees paid in advance to NZMA are held separately by Public Trust in the trust account, and paid to NZMA over time, as the course is delivered to the student.

# 4.2 Domestic Student Withdrawal - Refund Entitlements

Where student is eligible for a refund (including <u>course</u> <u>cessation/course closure</u>), NZMA will endeavour to refund fees to the party that paid them i.e. the Ministry of Social Development (Studylink) or Inland Revenue in the case of student loans, or directly to the Student, or to any other party nominated by the Student.

#### (a) Withdrawal within the refund period

- All tuition fees will be refunded minus a deduction of 10% of the fees paid or \$500.00 (whichever is the lesser amount) where withdrawal occurs within the refund period.
- Refund Period starts when the fees are paid and ends 8 calendar days after and including the scheduled start date of the programme.
- Programme Start Date refers to scheduled first day
  of the programme, or any other day that NZMA
  permits the student to begin attendance/study. The
  exception to this is distance learners, for whom the
  Start Date is the date of the student's first login to
  the LMS.

## (b) Withdrawal outside the refund period

- Where a student wishes to withdraw their enrolment on a programme, they are to notify the campus in writing of their intention to withdraw.
- Refund period expires on or after 9 calendar days of programme's start date.
- There is no refund entitlement where withdrawal occurs after the refund period has expired.
- Consideration of refund outside of the refund period may be given where there are exceptional circumstances, and where an application for a refund is made by the student within 1 month of the last day attended.
- There will be no refund where a student has been expelled for breach of regulations as outlined in the published <u>student handbook</u>, has not filled out an accurate enrolment application and the contract terminated, or, excluding course cessation and/or closure events - wants to transfer to another provider.

# 4.3 Course Postponement, Cessation and Closure - Refund Entitlements

NZMA reserves the right to postpone or cancel courses due to insufficient demand, unavailability of suitable training staff or facilities or similar disruption. Students enrolled on the postponed or cancelled course, will be advised and offered alternative training dates or a full refund.

In the event that NZMA ceases to offer a course or closes, affected students may choose between continuing study with an alternative campus or provider (where available) or receiving a Pro Rata Refund of prepaid student fees, for the balance of the course based on the number of full weeks required to complete the course.

Pro Rata Refund: NZMA and Public Trust will pay the amount of a Pro Rata Refund, within 5 working days from the date of the notification of the withdrawal for course closure or cessation, except where NZQA permits a longer period.

o Transfer to Alternative Provider: where student chooses to continue training with another provider, NZMA will support students with the transfer and ensure all relevant and reasonable costs relating to students associated with the cessation of the course are met. Fees held by the existing Trust on behalf of the Student will be transferred to the Alternative Provider or their Trust in accordance the Student Fee Protection Rules 2022.

# 5. PERSONAL INFORMATION & DATA PRIVACY

The <u>Privacy Act 2020</u> has the stated aim of protecting the privacy of individuals. It also governs the collection, use, storage, and disclosure of personal information. NZMA is required to collect, hold, handle, use and disclose personal information in accordance with the twelve information privacy principles in the Act.

# 5.1 Collection, storage, use and disclosure of personal information – Enrolment & Academic Records

Students have the right to access to personal information about them (subject to exceptions in the Privacy Act 2020). Where a student disagrees with any such information, they may ask to have it corrected.

NZMA collects and stores information from Enrolment and Academic records to:

- Manage the business of NZMA (including internal reporting, support and administrative processes, and selection of scholarship and prize winners).
- Comply with the requirements of the Education and Training Act 2020 and other legislation relating to maintenance of records (other includes legislation governing the maintenance of official records and for accountability for public funding).
- Supply information to government agencies and other organisations as identified and stated in these terms and conditions.

Information disclosed by a student/applicant in relation to a personal need, impairment, disability, neurodiverse, health or condition, is securely stored within the student management system with restricted access permissions. Learning and support staff will be notified of students who identify themselves as having a disability, impairment and or neurodiversity. NZMA staff with user access permissions may review this information where their role further supports student wellbeing and learning to better plan for and support student needs.

NZMA staff will follow the principles of the Privacy Act, treating personal information as private. NZMA will not use or disclose a student's personal information other than for the purpose it was collected except where we are obligated for legal, or safety reasons as follows.

 Disclosure is necessary to avoid endangering someone's health or safety and /or to protect students at risk where a serious health, safety, or wellbeing issue has been identified.

In the event NZMA has reasonable grounds for believing that disclosure of information is necessary to prevent or lessen a serious threat to the student's life or health, NZMA will contact the emergency contact person nominated by the student in the enrolment form and or as updated by the student, and where required, external services.

Domestic learners under 18 years: NZMA must contact the student's next of kin and / or guardian if there is concern regarding the student's wellbeing or safety. NZMA must share information related to the student's enrolment status with the parent/guardian co-signing the enrolment form.

- Disclosure of information is necessary to uphold or enforce the law: to agencies such as New Zealand Police, Department of Justice, WorkSafe, Ministry of Social Development, and the Accident Compensation Corporation (ACC).
- Disclosure of information to Studylink to establish the status of student loans, check on application progress, and notify where a student is not attending or participating in class. Any information obtained from StudyLink is treated as confidential.

# 5.2 Supply of information to government agencies and other organisations

Excluding the identified external agencies and organisations within these terms and conditions, any request for information about a student from a third party (individual or organisation) must be in writing, clearly stating what information is required and why, and under what authority it is being sought. NZMA will only release the requested personal information after gaining the student's written consent to the identified third party.

Information collected through Enrolment and Academic records may be supplied to other educational organisations for the purpose of verifying academic records.

# **Government Agencies**

In handling data supplied by Student/Applicant in the enrolment form, government agencies are required to comply with the provisions of the Privacy Act 2020.

Data collected for enrolment and academic records may be supplied to the below government agencies for their operational purposes. Government agencies may additionally use data collected from NZMA for cross agency data integration, to develop policy advice for government, and to conduct statistical analysis and research.

- the Ministry of Education and Department of Internal Affairs (National Student Index (NSI) data matching with the New Zealand birth register to verify enrolment information).
- o the New Zealand Qualifications Authority
- the Tertiary Education Commission (administer the tertiary education system, including allocating funding)

- the Ministry of Social Development (in relation to student loans and allowances)
- Inland Revenue (in relation to student loans, IRD numbers for Final Year Fees Free Refunds)
- o Statistics New Zealand
- Agencies which support particular students through scholarships, payment of fees or other awards (for student recipients of such awards).

## **DECLARATION**

Terms & Conditions apply to every student enrolled with NZMA. Read them carefully before you accept them.

In ticking the declaration, completing and submitting the Enrolment Application Form online, you (the Applicant/Student) confirm you have read, understood, and accepted these enrolment Terms & Conditions, and that you:

**Fees** – undertake to pay all fees as they become due, and to meet any late fees and collection charges associated with debt recovery.

**Rules** –agree to comply with the <u>published student</u> <u>handbook</u> rules and policies of NZMA regarding attendance, academic integrity and progress, conduct and use of information systems.

**Media** – consent to NZMA using photographs and/or video images taken of you for the purpose of marketing and media during and after your enrolment where required for business purposes such as publication, promotion, news or events.

Identity & Personal Information - declare that to the best of your knowledge, all the information supplied on, and with, the enrolment form is true and complete, you consent to the disclosure of personal information as described in enrolment Terms & Conditions. Where you have supplied a National Student number on this enrolment form, and your National Student Index status is verified, you confirm you are the legitimate owner of this identity.