

Yoobee College of Creative Innovation is the trading name for the registered PTE Yoobee Colleges Ltd. Your enrolment is with Yoobee Colleges Ltd. and your qualification is issued by Yoobee Colleges Ltd. By enrolling in any Yoobee Colleges Limited short course, all students agree that they have read, understood, and accepted all terms and conditions of enrolment with this institution.

GENERAL

- Places on courses cannot be guaranteed until Yoobee Colleges Limited receives the full course payment and a confirmation email or letter is issued.
- Yoobee Colleges Limited reserves the right to cancel or reschedule courses up to two days prior to the start date due to low enrolments or circumstances beyond our control – a full refund will be provided in this case.
- Yoobee Colleges Limited reserves the right to modify the fees, scheduled time and course structure.
- Yoobee Colleges Limited may suspend an enrolment if false information has been supplied or required information is not supplied by the due date.
- Students agree to grant Yoobee Colleges Limited non-exclusive rights to the use of work created by them through the course of their studies with Yoobee Colleges Limited including, but not limited to, for use in Yoobee Colleges Limited publications, advertising, publicity and promotions. Those rights may be exercised in any form during studies or following the cessation of their enrolment.
- Yoobee Colleges Limited may collect, store and use any personal and course related customer information for internal purposes, or as requested by the Tertiary Education Commission, the New Zealand Qualifications Authority or other Government agencies in accordance with the Privacy Act 1993. Customers are entitled to request to see personal information held about them by Yoobee Colleges Limited. For more information on this please see page 3 & 4 of this document.
- In the event of any dispute or controversy arising, the parties agree to resolve the dispute as soon as possible. The parties shall, without delay, continue to perform their respective obligations under these terms and conditions, not affected by the dispute. The well-being of students should not be compromised in any way.
- Yoobee Colleges Limited does not have a duty of care for under 18 year old students who are on unsupervised class breaks. If this is not acceptable, parents and caregivers should make alternative arrangements.
- Students must comply with all health and safety procedures, guidelines, instructions and notices communicated. Students must take reasonable care of their own health and safety while on campus and ensure their actions do not adversely affect the health and safety of others.
- Students must comply with the published rules and policies of Yoobee Colleges Limited with regard to attendance (including scheduled offsite activities), academic integrity and progress, conduct, health & safety and to provide Yoobee Colleges Limited with up-to-date contact information.

FINANCIAL

- For the Course Withdrawal and Transfer Policies, please see pages 2 & 3 of this document.
- The full amount of the course fees are to be paid at the time of enrolment, or if eligible, by invoice arrangement with the employer or educational establishment.
- All students agree to pay all fees associated with their enrolment and to meet any late fees and collection charges associated with debt recovery.
- A tax invoice will be issued from the Accounts team which will detail any outstanding and paid amounts depending on how the student enrolled.
- In any circumstance, Yoobee Colleges Limited cannot provide a refund on any course related costs or material associated with the student's programme.

TECHNOLOGY USE POLICY

- Students must adhere to copyright limits and conditions according to the copyright guidelines and license displayed on campus.
- Students must not use any information and communications technology systems and resources must be used for programme related work only.
- Students must not download or upload information via a personal device without permission.
- Gaining unauthorised access to another person's property, files, data, programmes or materials is strictly prohibited.
- Students must not damage, disable, vandalise, hack or destroy technological systems, files or resources.
- Unauthorised copying, downloading, uploading or theft of software, copyright material and/or other intellectual property is strictly prohibited.
- Accessing or supplying prohibited or offensive material that might be deemed illegal, pornographic, obscene, sexually explicit, indecent or vulgar is strictly prohibited.
- Yoobee Colleges Limited requires that all technology resources be used for educational purposes, unselfishly, with good manners and for the good of the community as a whole.
- All who access and use these resources will abide by all applicable policies, legal and contractual requirements, and the highest standard of ethical principles and practices.
- Breach of or disregard for access and acceptable use policies are grounds for revoking privileges, and may lead to additional sanctions by the Yoobee Colleges Limited.

COURSE WITHDRAWAL POLICY

Please see page 3 of this document for the COURSE WITHDRAWAL POLICY - Period and Notice Guide.

- All withdrawal requests must be done in writing via email to the Co-ordinator or a relevant member of the Short Course Team. Each request will be considered according to the course withdrawal policy. Please see below guide on Page 3 for notice periods associated with the programme.
- If the withdrawal/cancellation is due to an issue caused by Yoobee Colleges Limited, please speak to the coordinator. Each withdrawal is handled on a case-by-case basis, and a refund cannot be guaranteed.
- If a student withdraws or cancels their enrolment once the course has commenced, or during the course at any point they will not be entitled to a refund.
- If a student enrolls into any programme with Yoobee Colleges but they do not attend the full number of lessons of the course due to any reason, Yoobee Colleges Limited is not obligated to provide a refund, transfer request, or facilitate any extra lessons.
- In the circumstance a class needs to be postponed due to unforeseen circumstances as decided by Yoobee Colleges Limited, the institution will ensure the full learning hours are delivered, usually by adding an additional lesson at the end of the programme. All NZ public holidays are accounted for in the scheduling of the lessons.
- If the student enrolled in a programme but did not arrive on the first lesson (No Show), if the student did not follow the withdrawal process listed then they will not be eligible for a refund and will be charged the full outstanding amount.

COURSE TRANSFER POLICY

In the case the student needs to transfer their enrolment to another intake, Yoobee Colleges Limited has a strict policy around how this is managed.

- Once the student has requested for their first transfer, from this point onwards their enrolment will not be eligible for any withdrawal period benefits e.g refund eligibility as listed in these terms and conditions.
- **First Transfer to next available intake** - Free of charge provided this is completed no less than 48 hours prior to the course commencing and is completed in writing to the Short Course Team.
- **Second Transfer to next available intake** - A fee will be invoiced to the student of \$100.00 NZD. This also must be completed no less than 48 hours prior to the course commencing and is completed in writing to the Short Course Team.
- **Third Transfer and beyond** - The student will be charged the full amount of the course and will not be eligible for a refund. If the student would still like to enrol in the programme from this point forth, the student will have to submit and pay for a new enrolment.

- Due to there being numerous reasonings for a transfer request or refund, Yoobee Colleges Limited will not be accepting refund requests or withdrawal requests that are outside of the standard policy listed for any of the below reasons, but not limited to:
 - Sickness of any kind including COVID-19 related (Please refer to transfer policy)
 - Work commitments.
 - Change in personal circumstances.
 - Overseas or relocation.
 - Partial attendance of a programme or if the student is late for a class.
 - Not meeting the entry requirements including basic computer proficiency and equipment access. (Students are responsible for ensuring they meet the entry requirements listed on the course website pages upon enrolment.)
- Any special refund requests will be considered and can be emailed to the coordinator and may be escalated to Management. Yoobee Colleges Limited is not obligated to accept any refund requests that are listed outside the standard policies stated in this document.

COVID-19 RELATED

- Please stay home if you have cold, flu, or COVID-19 symptoms. Do not come to campus. Call your doctor or Healthline on 0800 358 5453 for advice about getting tested. If you have been told to self-isolate, you must do so immediately and follow government advice and please let Yoobee staff know immediately.
- Yoobee Colleges Limited is able to deliver any programme under any Traffic Light Setting under the COVID-19 Protection Framework, please see current framework advice here: <https://www.yoobee.ac.nz/yoobee-faculties/short-courses/short-course-information-hub/frequently-asked-questions/>
- Due to the ability of being able to deliver courses on campus or online at any Traffic Light Setting, students will not be eligible for any refunds or transfers that are associated with COVID-19 reasoning including but not limited to, the traffic light settings changing to 'Red' or COVID-19 illness or isolation requirements. Students will only be eligible for a refund, withdrawal request or transfer that abides by the standard policies stated on page 2 of this document.
- Yoobee Colleges Limited has different guidelines for students to abide by at each Traffic Light Setting. Students must take responsibility of ensuring when they enrol that if they do not meet the requirements that they are doing so at their own risk.
- For any of Yoobee Colleges Limited's strictly online delivered programmes, students do not have to present a valid vaccine pass upon enrolment.

COURSE WITHDRAWAL POLICY - Period and Notice Guide

Course Type	Withdrawal Period & Notice	Refund Amount
For courses of 2 days or less (10 learning hours) i.e Essentials, Some Holiday Programmes and NCEA Credit Courses	More than 14 calendar days prior to course commencement date	Full refund
	Between 10 and 14 calendar days prior to course commencement date	You will receive a 75% refund on the course costs. (Paid or to be invoiced)
	Within 9 calendar days prior to course commencement date	No refund (Outstanding invoice will be issued)
For courses of more than 2 days but under 5 weeks (30 learning hours) i.e Some Holiday Programmes and Custom Courses	More than 14 calendar days prior to course commencement date	Full refund
	Between 2 and 14 calendar days prior to course commencement date	You will receive a 75% refund on the course costs. (Paid or to be invoiced)
	Within 1 calendar day prior to course commencement date	No refund
For courses of 5 weeks or more but less than 3 months (42 learning hours) i.e Training Packages and some NCEA Courses	More than 14 calendar days prior to course commencement date	Full refund
	Between 5 and 14 calendar days prior to course commencement date	You will receive a 75% refund on the course costs. (Paid or to be invoiced)
	Within 4 calendar days prior to course commencement date	No refund (Outstanding invoice will be issued)
Micro-credential programmes only	More than 14 calendar days prior to course commencement date	Full refund
	Between 14 calendar days prior and 5 calendar days after the course commences	You will receive a 75% refund on the course costs. (Paid or to be invoiced)
	More than 5 calendar days after the course commencement date.	No refund (Outstanding invoice will be issued)

DOCUMENTATION

The purpose of any enrolment form Yoobee Colleges Limited requests for the student to complete is to obtain the information they need to enrol the student in a programme of study at their organisation. Yoobee Colleges Limited also need to collect information which is required by the Ministry of Education and other government agencies for statistical and administrative purposes.

- For certain programmes, to qualify as a domestic student, and so be entitled to the Government tuition subsidy, you must be a citizen of New Zealand (including students from the Cook Islands, Tokelau, or Niue who have New Zealand citizenship) or a permanent resident of New Zealand or a citizen or permanent resident of Australia residing in New Zealand. You must provide evidence of citizenship or permanent residency and to do so you must produce one of the following:
 - Birth certificate with place of birth stated as New Zealand, Cook Islands, Tokelau, or Niue.
 - New Zealand passport.
 - Australian passport.
 - A statement of Whakapapa, including date of birth, countersigned by a kaumatua.
 - Certificate of citizenship or letter of confirmation.
 - Proof of New Zealand or Australian Permanent Residency.
- The student can bring the original documentation to a physical campus to be sighted by a designated staff member, alternatively please provide a certified copy. This means a photocopy of your original document, signed as being a true and accurate copy by a Justice of the Peace (JP), Barrister or Solicitor, Notary Public, Court Registrar or Deputy Registrar, Member of Parliament, Land Transport New Zealand, Public Trust, or local authority employee designated for this purpose
- When a learner is in a remote community and unable to access a person listed in the Oaths and Declarations Act, a member of the New Zealand Police, school principal, minister of religion, or general practitioner is acceptable.
- Please note that your name, date of birth and residency as entered on this enrolment will be included in the National Student Index, and will be used in an Authorised Information Matching programme with the New Zealand Birth Register.

PRIVACY STATEMENT & USE OF INFORMATION

- A copy of this signed document will be stored on the student's electronic student file and will be readily available to them upon request, they may request to see any information held about them and amend any errors in that information.
- The Institute collects and stores information from this form to:
 - Manage the business of Yoobee Colleges Limited (including internal reporting, administrative processes and selection of scholarship and prize winners).

- Comply with the requirements of the Education Act 1989 and other legislation relating to maintenance of records and accountability for public funding.
- Supply information to government agencies and other organisations as set out below.
- In signing this enrolment form you authorise such disclosure on the understanding that the institute will observe the conditions governing the release of information, as set out in the Privacy Act 1993, the Education Act 1989 and other relevant legislation.
- You may request to see any information held about you and request that any errors in that information be amended or noted. To do so, contact the Enrolments Officer.
- NB: The Privacy Act came into force on 1 July 1993 with the stated aim of protecting the privacy of natural persons. It requires the Institute to collect, hold, handle, use and disclose personal information in accordance with the twelve information privacy principles in the Act which can be viewed on the Privacy Commissioner's web site: <http://www.privacy.org.nz>

Supply of Information to Government Agencies and Other Organisations

The Institute supplies data collected on this form to government agencies, including:

- The Ministry of Education.
- The New Zealand Qualifications Authority.
- The Tertiary Education Commission.
- The Ministry of Social Development (in relation to student loans and allowances).
- Inland Revenue (in relation to Fees Free).
- Immigration New Zealand and the Ministry of Business, Innovation and Employment (for those who are not New Zealand citizens or permanent residents).

Those agencies use the data collected from tertiary education organisations to:

- Administer the tertiary education system, including allocating funding and fees free funding for Tertiary study.
- Develop policy advice for government.
- Conduct statistical analysis and research.

The institute may add your personal details (name, date of birth and residency) to the National Student Index, which is managed by the Ministry of Education.

The Ministry of Education may supply data collected on this form to Statistics New Zealand for the purposes of integrating data with data collected by other government agencies, subject to the provisions of the Statistics Act 1975. Integrated data is used for the production of official statistics, to inform policy advice to government and for research purposes.

When required by law, the institute releases information to government agencies such as the New Zealand Police, Department of Justice, Ministry of Social Development, and the Accident Compensation Corporation (ACC).

Information collected on this form may be supplied to other educational organisations for the purpose of verifying academic records.

Fees – In signing this enrolment form you undertake to pay all fees as they become due, and to meet any late fees and collection charges associated with debt recovery. The institute’s policy on withdrawal and refund of fees are outlined on this form.

Rules – In signing this enrolment form you undertake to comply with the published rules and policies of the institute with regard to attendance, academic integrity and progress, conduct and use of information systems. For a copy of these please refer to the Student Handbook or ask for a copy from campus. A copy will be given to you in the first week of the course depending on your programme.

Identity – If you have supplied a National Student number on this enrolment form, and your National Student Index status is verified, you are deemed to have declared that you are the legitimate owner of the claimed identity.

ACKNOWLEDGEMENT

If accepted onto the programme, you agree to comply with the protocol as outlined in the Student Handbook, available on request or download.

- Students who are enrolled with Yoobee Colleges Limited agree to consent to:
 - The disclosure of personal information as described in section ‘Privacy Statement - Use of Information’ of this document.
 - Yoobee Colleges Limited contacting me via telephone, post, email and/or text message, regarding my enrolment and programme, during and after I have finished my studies, for Yoobee Colleges Limited services, Alumni news or events.
 - You authorise disclosure of personal information held by Yoobee College of Creative Innovation, a trading name of Yoobee Colleges Ltd, to members of your family where necessary to promote and/or further your interests. These contacts are also able to be contacted in an emergency. The specified names and contact details are detailed on your application form.
 - Grant Yoobee Colleges Limited non-exclusive rights to the use of work created by me through the course of my studies with Yoobee Colleges Limited including, but not limited to, for use in Yoobee Colleges Limited publications, advertising,

publicity and promotions. Those rights may be exercised in any form during my studies or following the cessation of my enrolment.

- Students who are enrolled with Yoobee Colleges Limited agree to declare:
 - You declare that all the information you have supplied on this form and any attached documentation to be true and complete and you acknowledge that Yoobee College of Creative Innovation, a trading name of Yoobee Colleges Ltd, may suspend your enrolment if false information has been supplied or required information not supplied by the due date. You also understand the additional costs that are required, which are excluded from the course costs and are listed on the website. Where I have supplied a National Student Index number on this enrolment form, and my NSI status is Active, I am the legitimate owner of the claimed identity.
 - I have no health-related issues or criminal convictions, current or pending which will prevent me from participating if enrolled in a practicum work placement. I understand that it is my responsibility to immediately disclose any significant changes to information on the form, including health related issues and criminal convictions, and that failure to disclose could result in termination of enrolment.
 - I understand that non-disclosure of relevant information and/or provision of false information may invalidate my enrolment application, and if the enrolment application is accepted, may lead to termination of my enrolment.