

TERMS & CONDITIONS

Verified documents

Copies of all your original documentation attached must be sighted and signed as true and accurate copies of the original by a person authorized to do so, such as a Justice of the Peace or Lawyer or Skills Update authorised agent.

Refund Policy

Many of Skills Update's programmes do not have fees. In the event fees are collected for your programme of study the following policy applies.

Programmes that are 3 months or longer in duration:

Domestic students are entitled to a fee refund if they withdraw from a programme or training scheme within the first nine calendar days of programme start date. Skills Update at its own discretion allows a refund for up to 10% of the programme duration.

For example:

If you enrol into a 20-week programme, we will allow withdrawals with fees refund for up to 2 weeks i.e. 10% of the programme.

If you would like to withdraw from the programme after 9 days but before 10% of the programme duration you need to apply in writing for a refund. All withdrawals within the first nine days of the programme are refunded automatically.

In any event when fees are refunded, we reserve the right to deduct the lesser of 10% of fees paid or \$500.

Programmes that are less than 3 months in duration:

Refund Account

When a student is entitled to a fees refund, the refund will be made to the source of the fees. If the fee is paid by Studylink or TEC Fees Free Scheme or a Scholarship, the fees will be directly refunded to the source and proof of refund is provided to the student. We are unable to refund these fees directly to the student or their nominated bank account.

Student acknowledgment

The purpose of the Student Acknowledgment is to make sure that:

- a) You understand the student fee protection arrangements that have been put in place by us to protect your student fees;
- b) You understand what happens to any refunds (if there are any) of your student fees if a course closure event occurs; and
- c) You provide the necessary information about yourself and your student fees.

By signing the Student Acknowledgment, you are agreeing that:

- d) You are aware that Skills Update has entered into the Student Fee Protection Static Trust Deed with Public Trust ("Trustee") for the protection of your Student Fees ("Trust Deed").
- e) You understand that if a course closure event occurs, it will be the Trustee's duty to make sure the correct amounts of any refunds (if there are any), are distributed to entitled students in accordance with the Trust Deed and the New Zealand Qualifications Authority Policy. As such, your refunds may need to be paid to another school if you enrol in another course (the alternative provider), your student loan provider such as Study Link (the loan provider), yourself, or anyone else who should be paid your refund (such as any person who may have paid your fees for you) (the third party).
- f) You understand that personal information about yourself will be given to the New Zealand Qualifications Authority, the Trustee and the Auditors of Skills Update

I acknowledge and agree that:

If a course closure event occurs and I transfer to an alternative provider with the approval of the Qualifications Authority, any amount agreed by me, up to the entitled student amount attributable to me will be transferred from the Trust Fund to that alternative provider;

- a) if a course closure event occurs and I owe money to a loan provider (as set out below) in respect of that course, the Trustee is authorised to repay the tuition fees portion of the entitled student amount attributable to me, less any amount transferred to an alternate provider, directly to that loan provider to the extent required to settle the amount due to the loan provider;
- b) subject to (a) above, if a course closure event occurs and the Trustee refunds any amount directly to me, the Trustee will refund the entitled student amount attributable to me by way of direct credit to my bank account or cheque posted to my last known postal address notified to the Trustee;

c) if another party is entitled to receive any refund of the entitled student amount attributable to me, I will provide the Trustee with the contact details of that party (as set out below) to which the refund should be sent;

d) personal information about me and information about my student fees may be supplied by Skills Update to the Qualifications Authority, Auditor or the Trustee or by the Trustee or Auditor to the Qualifications Authority;

e) my information will be held by Skills Update

f) after the payments contemplated in (a), (b) and (c) above have been made, the trusts on which the Trustee was holding the Trust Fund will have been discharged;

g) any interest earned on the Trust Fund prior to payment under (a), (b) or (c) above will vest in and be payable to Skills Update for its own benefit, and I will have no claim to such interest; terms used in this student acknowledgment shall have the meaning as defined in the Student Fee Protection Static Trust Deed between Skills Update and the Trustee, a copy of which has been made available to me by Skills Update (the "Deed").

Use of information and privacy statement

Skills Update collects and stores information from this form to:

- manage the business of Skills Update (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 official records and accountability for public funding
- supply information to government agencies and other organisations as set out below.

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

Supply of information to government agencies and other organisations

Skills Update supplies data collected from your enrolment 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
- Immigration New Zealand (a branch of the Ministry of Business, Innovation and Employment): for those who are not New Zealand citizens or permanent residents.
- Studylink

Aforementioned agencies use the data supplied by tertiary education organisations to:

- administer the tertiary education system, including allocating funding
- develop policy advice for government
- conduct statistical analysis and research.

The Ministry of Education may supply data collected on this form to Statistics New Zealand for the purposes of integrating data with other data collected by 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, Skills Update 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.

In signing this enrolment form you authorise such disclosure on the understanding that Skills Update 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 your Campus Administrator.

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 Institution to collect, hold, handle, use and disclose personal information in accordance with the twelve information privacy principles in the Act.

<https://www.privacy.org.nz/the-privacy-act-and-codes/privacy-act-and-codes-introduction/>

