



Auckland International College (AIC) Terms and Conditions

By accepting an offer from the Academy for International Community (NZ) Limited (**Provider**) to attend Auckland International College (**AIC**), each Student (**Student**) and that Student's Parent, Parents, guardian or fee payer (**Parent** or **Parents**) agree to be bound by these **Terms and Conditions**.

The Student and the Parents shall be bound by these Terms and Conditions (and any updated version of them) for the entire duration of a Student's enrolment and attendance at AIC.

A Student's enrolment at AIC will be deemed to be ongoing unless:

1. the Parents and the Student submit a leaving form to AIC in respect of that Student; or
2. the Student is expelled from AIC in accordance with these Terms and Conditions.

Enrolment Dates

Enrolment for each course begins six (6) months prior to the commencement date of the relevant course and closes on the last day of the academic term in which the relevant course commences.

Student Fees & Charges Policy

AIC Student fees and charges are established by the AIC Council and set out in the official Fees Schedule. Parents and Students become liable to the Provider for all AIC fees and charges on the date of enrolment, or the start date of the course, whichever is sooner.

Liability for fees and charges is not reduced in any way if Students do not attend some or all of the course classes. Additional external examination or registration fees, if not paid at the time of enrolment, must be paid by a date specified by the Provider. If not paid by the date specified by the Provider, the Student will be ineligible to enter for the examination. Attendance by a Student (without formal enrolment) at any AIC class will be deemed to be the Parents' and the Student's acceptance of liability for all fees and charges associated with the course.

Student fees and charges are reviewed by the AIC Council from time to time and any changes in respect of the same will be advised in writing to the Parents. Any changes to fees and charges will apply from the commencement of the next academic term following such written advice.

Refunds and Cancellation Policy

Any request for refund of fees and charges associated with formal withdrawal from a course must be made in writing to the Principal by or before the seventh day after the course's scheduled commencement, which is detailed in the Offer of Place. A formal withdrawal before the last withdrawal date will be eligible for a refund of all AIC fees and charges for that course less an administrative charge of 10% of total fees paid, or NZ\$500 (incl. GST), whichever is the lesser amount. Please note: Recruiting agents' fees will be deducted from the refund amount. A formal withdrawal after the last withdrawal date will not be eligible for refund. In exceptional circumstances refunds may be made on compassionate grounds at the discretion of the Director. Approved refunds will be made by bank transfer to the party making the original payment within six weeks of receipt of the completed refund application. Subject to the above, if a Student leaves AIC for any reason before the completion of a term there will be no refund of tuition, boarding or any other fees paid or payable for that term. The Provider ensures that fees paid by international Students are maintained in a separate account to the extent required to secure and protect refunds payable where an international Student becomes entitled to a refund in accordance with the above, or where a refund arises because the Provider ceases to provide a course of instruction or ceases to operate generally.

Attendance

1. Students must attend classes each AIC teaching day and arrive on time for morning and afternoon classes;
2. If a Student is unable to attend AIC because of illness or another reason, AIC must be contacted and the situation explained as soon as possible;
3. If a Student is away sick for more than three days, a medical certificate may be requested by AIC;
4. If leave from studies is required by a Student, this must be first approved by the Principal. An application in writing must be made to the Principal, with the reason clearly stated;
5. If a Student fails to attend AIC regularly or is absent without good reason, the Student may face disciplinary action and may not be allowed to continue study. If the Student is on a visa, the New Zealand Immigration Service will also be informed and the Student's visa may be cancelled;
6. A Student must meet certain entry criteria to advance into the next year level at AIC. Should that Student not meet the specified entry criteria for that year level they may be given the option to repeat their current year, at the Provider's sole discretion.

Student Accommodation

Students attending AIC, and not residing with Parents or approved relatives as designated caregivers, are required to reside in the AIC boarding house or with an AIC homestay family for the duration of their enrolment. Homestay Students are required to live in AIC homestays only, organised and managed by AIC or by AIC's homestay provider. In the event that there are no vacancies in the AIC boarding house, Students wishing to reside there will be placed on a waitlist and reside in an AIC homestay until a boarding house vacancy becomes available.

Behaviour

Students must:

1. treat fellow Students and staff with respect;
2. treat the property of fellow Students and staff with respect;
3. complete set work by the required deadlines;
4. report any damage to AIC property immediately. Students may be charged for any damage caused by them;
5. return any borrowed AIC property in good condition. Students may be charged a replacement fee for any lost or damaged AIC property;

6. take responsibility for keeping toilets, Student areas and classrooms tidy and clean.

Students must never:

7. put themselves in danger in any way, including any form of self harm;
8. use bad or offensive language at any time;
9. harass any Student or staff member, sexually or otherwise (and whether personally or by electronic or other means);
10. bring drugs, alcohol or tobacco onto AIC premises or into an AIC homestay, or use alcohol, drugs or tobacco on AIC premises or in an AIC homestay. AIC reserves the right to require a Student to take a urine or blood test if under suspicion of drug or alcohol use. The Provider also has the right to search the property of Students and seize and retain drugs, alcohol or tobacco;
11. be violent or make any threats of violence;
12. vandalise or abuse any AIC or AIC homestay facilities, buildings or equipment;
13. bring any sort of weapon onto AIC premises, AIC Boarding or into an AIC homestay;
14. smoke or spit anywhere on or around AIC premises or in an AIC homestay while wearing AIC uniform or representing AIC;
15. enter into any form of cheating, including plagiarism, or any other dishonest practice;
16. put any other Student or staff member in danger or subject to any other risk or harm and any such breach will be treated as gross misconduct.

Students must comply with and are subject to all AIC policies, procedures, rules, regulations and requirements at all times, whether or not the Student is under the supervision of AIC. These are available in the AIC College Library or upon request. Attention is drawn in particular to the Drug Policy, Alcohol and Smoking Policy, Surrender, Retention and Search Policy and Student Management Policy.

Discipline:

If AIC rules and regulations are not followed on AIC premises, or in AIC homestay the following process will apply:

1. A verbal warning will be given*; then
2. A written warning will be given, which will be recorded on the Student's file. The Parents will be contacted and informed as deemed appropriate by AIC*; then
3. A second (final) written warning will be given and the Student will meet with the Principal*. The Parents will be contacted and informed. This may result in suspension and/or expulsion from AIC by the Provider.

* Each type of offence is treated independently in this process.

Serious misconduct may result in an acceleration of this process, with one or more of these warnings being bypassed. Gross misconduct may result in immediate stand-down, suspension and/or expulsion.

Any disciplinary action will be taken in accordance with the principles of natural justice.

Stand-down

The Principal may stand down a Student for up to 5 days.

Suspension

In the event that a Student is suspended, the Provider will decide on the period of suspension.

Expulsion

If a Student is expelled, that Student cannot continue with any course at AIC and will not receive a refund for the part of the course that has not been attended. If the Student expelled from AIC is on a Student visa, then AIC is required to advise the NZ Immigration Service of the expulsion. If this happens, the NZ Immigration Service may cancel the Student's visa.

Student Rights and Responsibilities Students have a right to:

1. academic freedom (as defined by the Education Act 1989) as freedom, within the law, to question and test received wisdom, to put forward new ideas and to state controversial or unpopular opinions;
2. a reasonable standard of support services and facilities;
3. fair evaluation and assessment;
4. open and accurate information;
5. competent and effective teaching;
6. programmes which meet the required internal and external standards for approval;
7. respect for social and cultural differences, and personal privacy;
8. freedom from any form of unjust discrimination or harassment;
9. fair treatment within the learning environment;
10. have problems dealt with quickly and fairly;
11. support from AIC to make well-informed enrolment decisions that are appropriate to the educational outcomes sought by the Student.

Students have a responsibility to:

1. notify the Admissions Administrator of any change in contact details (address, email, phone number, etc.), accommodation type, medical conditions or special needs;
2. be careful (take care using equipment and facilities, wear suitable clothing, not endanger themselves or others);
3. respect others (be sensitive to personal, social, cultural and gender differences; respect the needs, rights and freedoms of others);
4. observe the AIC rules at all times (know what is expected, meet course requirements, be honest in submitting work and in sitting exams, obey restrictions, avoid inappropriate or unacceptable behaviour).

Dress Standards: Students shall abide by the AIC Uniform Code.

Education (Pastoral Care of International Students) Code of Practice 2016 (including Amendments 2019): The Provider has agreed to observe and be bound by the Education (Pastoral Care of International Students) Code of Practice 2016 (including Amendments 2019) (**Code**). Copies of the Code are available on request from AIC, and links to the Code are on the AIC website.

Complaints Procedure: The AIC complaints procedure is detailed in Student Handbooks and displayed in all classrooms. In the case of international Students, unresolved disputes against the education provider are handled by NZQA www.nzqa.govt.nz or www.istudent@org.nz for unresolved contractual or financial disputes.

New Zealand Ministry of Education: In accordance with the provisions of Section 35A of the Education Act, 1989, AIC is a fully registered private secondary school. AIC's most recent evaluation by education quality assurance agencies is available on the Education Review Office website <https://www.ero.govt.nz/review-reports>

Immigration: Full details of visa and permit requirements, advice on rights to employment in New Zealand while studying, and reporting requirements are available through the New Zealand Immigration Service, and can be viewed on their website at www.immigration.govt.nz.

Health Services: Most international Students are not entitled to publicly funded health services while in New Zealand. If a Student receives medical treatment while in New Zealand, he or she may be liable for the full costs of that treatment. Full details on entitlements to publicly funded health services are available through the Ministry of Health and can be viewed on their website www.health.govt.nz/new-zealand-healthsystem/guide-eligibility-publically-funded-health-services.

Students are required to participate in a health education programme during Year 11. The programme will include discussions on contraception and sexually transmitted diseases.

Accident Insurance: The Accident Compensation Corporation provides accident insurance for all New Zealand citizens, residents and temporary visitors to New Zealand, but Students may still be liable for all other medical and related costs. Further information can be viewed on the ACC website at www.acc.co.nz.

Insurance: International Students must have appropriate and current insurance coverage (including insurance which covers travel costs, medical care and costs associated with repatriation, expatriation and funeral expenses) while studying in New Zealand. If requested, the Student and the Parents will provide evidence of such insurance cover to the Provider. The Provider will, if required, arrange standard international Student cover through Southern Cross Healthcare or Marsh Limited at the cost of the Student.

Privacy Act

The Provider takes its obligations under the Privacy Act 1993 very seriously, including those relating to the collection, storage and use of any personal information.

The Student and the Parent consent to the Provider collecting personal information during the enrolment process and during the period in which a Student is enrolled at AIC for the purposes of use in connection with the education and well-being of the Student. It may be used by any of the staff of AIC or any consultant to AIC in connection with that purpose. Students have the right to access and correct their personal information held by the Provider.

The Student and Parent consent to photographs and other visual images of persons taken at AIC or AIC Boarding being used by the Provider for promotional or information purposes in respect of AIC without any payment to the Student or Parent.

Medical Conditions: Parents and/or Students must disclose in writing, in the Application for Enrolment Form, any medical condition or disease suffered by that Student and, if any medical condition or disease arises after enrolment, must provide in English:

1. written details of that medical condition or disease and any prescription medicine that the Student takes or may reasonably and foreseeably be required to take during his/her enrolment at AIC;
2. written details of the administration of the prescription medicine; 3. copies of any relevant medical practitioners' reports.

The terms "administration", "disease", "medical practitioner" and "prescription medicine" have the meanings ascribed to them by the Medicines Act 1981.

If requested by the Principal, the Student's Parents must:

1. provide the Council with written confirmation from a medical practitioner as to the details set out in the Application for Enrolment Form, and any further information the Council reasonably requires;
2. meet with the Principal and/or staff to discuss the matter.

If the Provider accepts the Application for Enrolment of a Medicated Student (as referred to in AIC's Student Medication Policy (**Policy**)), the following will apply:

1. The Medicated Student's Parents will be responsible for providing AIC with all the necessary prescription medicine; 2. The Provider and the Student's Parents will otherwise comply with their respective obligations as set out in the Policy.

In an emergency, while all reasonable steps will be taken to obtain consents of Parents the Provider shall be entitled to rely upon the recommendations of a medical practitioner as to the appropriate treatment of a Student, which may include surgery.

Educational Needs: Parents and/or Students must disclose in writing, in the Application for Enrolment Form, any Individual Educational needs which may require inclusion strategies to be implemented.

The Provider reserves the right to alter or amend the AIC courses or policies, procedures, rules, regulations and requirements.

Off Campus Activities: Off campus activities (such term to include day outings and overnight excursions), individually and or in a group, may be required for Students where included in their educational programme PROVIDED that a Student shall not be required to perform any physical pursuit if they do not have the physical capability to do so as has been certified by a medical practitioner. If an extra cost is requested by the Provider for the off campus school or boarding activities, such cost shall be paid prior to the date of the off campus school or boarding activities or by such a date as AIC may reasonably require. The Provider will take all care in the direct or indirect supervision of Students participating in school or boarding off campus activities and will fully comply with its legal obligations such as those contained in the Education Act 1989. However, the Provider accepts no responsibility for any loss, damage or injury suffered or incurred by any Student participating in an off campus school or boarding activity. Without limiting this, a Student, or if the Student is under-18, the Parent of such Student shall be liable, and indemnifies the Provider for any such loss, damage or injury suffered or incurred as a result of any act or omission by that Student or, as applicable, for his or her child while participating in an off campus school or boarding activity.

IB General Regulations: Diploma Programme

Parents are required to read and accept the IB general regulations for the Diploma Programme available at <http://www.aic.ac.nz/index.php/ibdiploma-regulations.htm>

Past school records:

Most colleges and universities require prospective Students' academic records from the most recent 4 years of their schooling. Therefore, every AIC Student must submit at least 2 years' worth of original paper past school records and any official examination results, e.g. NCEA, Cambridge, TOEFL, IELTS etc. These must be consecutive paper records. If Students have any non-holiday gaps in their schooling, these must be explained. Any sickness resulting in a gap in schooling must be explained by a doctor's official letter. Original paper records must be brought to AIC staff. They will be inspected to see if they are adequate and returned, upon request, once copies are made. International Students should bring the documents at the start of term three of Year 11. Domestic Students should bring the documents as soon as possible.

Changes to terms and conditions

These terms and conditions may be amended by the Provider from time to time and any such amendments will be notified to the Parent and the Student not less than four (4) weeks prior to the change taking effect whenever reasonably possible.