TERMS AND CONDITIONS

1. Schools Definition

ICL Graduate Business School, NZQA provider #7548 (ICL), Auckland English Academy, NZQA provider #7940 (AEA), and Bridge International College provider #7375 (Bridge) are part of ICL Education Group and are referred to as 'the Schools'. Students applying for Business, Computing, ECE, and other programmes at NZQAF Level 5 and upwards will be enrolled at ICL GBS. Students applying for Communication English, IELTS Preparation Course and the AEA TESOL Instructor Course will be enrolled at AEA (completion of English Language courses will not be able to be noted on the learner's NZROA). Students applying for EAP, NZCEL Level 3, 4 & 5 and APA will be enrolled at Bridge.

2. Enrolment Conditions

a. Enrolment is subject to meeting the academic and English language requirements of the programme of study, payment of full fees in advance for the whole course, proof of a valid visa and appropriate insurance cover (see *9. Insurance*), the provision of all requested documentation by the schools and attendance at Orientation. Students who do not meet the above requirements will not be enrolled and will not be eligible to attend classes.

b. Agreement to provide up-to-date address and contact details at all times.

3. Fee Protect Policy

In line with NZQA regulations, the schools AEA, Bridge and ICL provide fee protection for all student tuition fees, which are protected by a standard trust during the refund period and via a bank bond trust from after the refund period to the end of your course. Payments for accommodation and living expenses are protected by a standard trust at all times. This arrangement has been accepted by the New Zealand Qualifications Authority as meeting the requirements of the Education and Training Act 2020 and the Student Fee Protection Rules 2026.

4. Withdrawal and Refund Policy

The following refund scheme applies below:

a. If your course is less than five weeks, you have until the end of the 2nd day of the course to withdraw and receive a refund of at least 50% of the tuition fees. If you withdraw two or more days after the same start date you are not entitled to a refund. The refund period starts on the first day on which the school requires you to attend to receive tuition as part of the course.

b. If your course is between five and twelve weeks you have up until the end of the 5th day of the course to withdraw and receive a refund of at least 75% of the tuition fees. If you withdraw five or more days after the same date you are not entitled to a refund. The refund period starts on the first day on which the school requires you to attend to receive tuition as part of the course.

c. If your course is more than three months you have up until the end of the 10th working day to withdraw and receive a full refund of tuition fees less any costs incurred by the Schools up to a maximum of 25%. If you

withdraw on the 11th working day or more after the same date, you are not entitled to a refund. The refund period starts on the first day on which the school requires you to attend to receive tuition as part of the course.

d. The Schools may retain up to the specified amount above (c) provided the cost is justified.

e. The enrolment fee is non-refundable.

f. Expenses incurred offshore on student recruitment and visa applications are non-refundable.

g. If requested the Schools will provide you with details of the cost components for the purpose of working out the maximum deductible percentage. In the event of a dispute over the amount deducted, you can refer the matter to the Dispute Resolution Scheme (Study Complaints | Ngā Amuamu Tauira) by calling 0800 00 66 75, emailing help@studycomplaints.org, or visiting www.studycomplaints.org.nz.

h. Conditions a–c also apply if you are unable to get a visa, or if you cancel your application before you arrive in NZ or before the first day on which the school requires you to attend to receive tuition as part of the course. The Schools will consider applications for refunds in exceptional circumstances. Any refund will be made at the discretion of the CEO or delegated authority.

i. If the Schools are for some reason unable to offer your course, or the School ceases to be a provider or a signatory to the Education (Pastoral Care of Tertiary and International Learners) Code of Practice you are entitled to a full refund of all fees paid. In the event that your course is cancelled after its commencement date, you will be refunded all unused fees proportional to the number of weeks not delivered. Every attempt will be made by the School to enrol you in another course suitable to your needs.

j. Domestic students are entitled to a refund if they withdraw from a programme or course as per section 357 of the Education and Training Act 2020, and if the course is of three months' (thirteen weeks) duration or more and the withdrawal occurs up to the end of the eighth day after the first day on which the school requires you to attend to receive tuition as part of the course. The refund amount must equal to the sum of the amount paid less a deduction of the lesser of 10% of the fees paid or $500.

k. Domestic students withdrawing from courses of less than three months duration (thirteen weeks) refer to the same refund policy of international students (paragraphs a, b).

l. Provider-initiated withdrawal may occur where continuation of enrolment is no longer appropriate or possible, including as an outcome of another approved academic, conduct, attendance, immigration or enrolment process. A provider-initiated withdrawal does not, by itself, create an entitlement to a refund. Any refund entitlement will be determined according to the applicable statutory refund period, this policy, and the circumstances of the withdrawal.

5. Homestay Policy

A minimum of two weeks' notice must be given to book a homestay or student residence. If the school arranges homestay accommodation for you, the minimum period will be four weeks or the full course if shorter. All homestay fees must be paid in full before placement in accommodation. Students who have not paid the homestay fees in full will not be placed in a homestay.

The homestay placement fee, homestay fee and the ongoing administration must be paid two weeks in advance.

The administration fees and the placement fee for this period are non-refundable. All homestay students must follow the Homestay Rules as set out in the Student Handbook. If the student moves out of the homestay, both the host family and the Schools must receive 2 weeks' notice of the student's intention to leave, otherwise there will be a cancellation fee, please refer to the *Homestay Fee and Guidelines Agreement*.

If a student goes on an approved holiday and wishes to return to the homestay, a holiday retainer will be charged. Please refer to the Homestay Fee and Guidelines Agreement.

6. Students Under the Age of 18

Students under the age of 18 must stay either in a homestay approved by the Schools, with their parent or with a designated caregiver. Parents of U18 students must sign the U18 Application Pack (Indemnity, health and medical disclosure, student code of conduct and handover plan). All students U18 and their guardians must read, agree to and sign the U18 student code of conduct in the pack.

7. Airport Pickup

Three working days' notice and flight details are required for pick up / drop off from the airport. Please note that airport pick up may be a shared ride. For airport transfer cancellations, more than 48 hours' notice is needed to receive a refund. Refunds will not be given for cancellations if less notice is given.

8. Visa

All international students are required by law to have a valid visa for the duration of their study at the Schools. Student visas must be updated for programme renewals/extensions and a copy provided to the Schools before the visa expiry date. International students without a valid visa are not entitled to attend classes until they have provided a copy of their visa to the Schools before the first day of their programme of study. Students are required to maintain their visa conditions while studying at the Schools. Immigration New Zealand will be informed of students who do not hold a valid visa, breach their visa conditions or have a change in circumstances.

9. Insurance

All international students studying at the Schools are required to have appropriate insurance in accordance with the Code. It must cover all of the following:

a. the student's travel—
i. to and from New Zealand; and
ii. within New Zealand; and
iii. if the travel is part of the course, outside New Zealand; and
b. medical care in New Zealand, including diagnosis, prescription, surgery, and hospitalisation; and
c. repatriation or expatriation of the student as a result of serious illness or injury, including cover of travel costs incurred by family members assisting repatriation or expatriation; and
d. death of the student, including cover of—
i. travel costs of family members to and from New Zealand; and

ii. costs of repatriation or expatriation of the body; and
iii. funeral expenses.

The Schools provide insurance with Orbit Protect Premium, which gives comprehensive coverage. Please see the ICL price list and Orbit Protect International Student Insurance Policy for full details. For renewal/extensions of courses, a copy of the updated insurance policy must be provided before the policy expiry date. Students who have not provided an up-to-date insurance policy will not be eligible to attend classes until an appropriate policy is provided. Furthermore, students will be fully liable for all medical costs incurred in NZ as a result of injury or illness, except for any amount covered by Accident Compensation until such a policy is provided.

10. Academic and English Language Assessment

The Schools have the right to decide the level of study based on the professional judgment of the Programme Leader/Tutor giving regard to what is in the best interest of the student. The Schools have the right to question the authenticity of any English-medium education, or any assessment provided. The Schools reserve the right to test applicants on arrival, and if their English does not meet the School's entry requirement, the applicant may be asked to withdraw or pay for additional English language tuition. If the applicant withdraws, the withdrawal and refund conditions apply as stated above.

11. Change of Programme Timetable and Content

The Schools have the right to change the programme content and dates without notice.

12. Materials and Book Fees

ICL Graduate Business School and Bridge International College charge material fees which are required for key texts. Auckland English Academy charges a weekly material fee. Material fees are published on the websites.

13. Bring Your Own Device (BYOD)

ICL Education Group schools are a Bring Your Own Device (BYOD) environment. An e-learning device (laptop/notebook/tablet) is required for use in class and for self-directed learning at school at ICL Graduate Business School and Bridge International College. Students at Auckland English Academy may find a smartphone sufficient for short courses of two or three weeks, but a laptop/notebook/tablet is strongly recommended for longer courses. Use of the School's internal WIFI network and IT facilities is subject to the rules as set out in the School's Student Handbook.

14. Holidays

For students enrolling in Graduate Business School, holidays are not normally given outside of the scheduled trimester breaks. For students enrolling in English Programmes, holidays are given as per the Holiday Procedure of the School. Please check the School's Student Handbook for more details. Any students who take a leave of absence without the permission of the Programme Manager or Director of Studies will be marked as absent.

No compensation is given to any students for days the Schools are closed on public holidays. The normal weekday rate is payable for weeks in which there are holidays.

15. Timetables

Although the Schools take account of overall student needs when creating timetables, it is not possible to develop or adjust timetables to suit the particular needs of individual students.

16. Code of Conduct

All students are required to attend all of their scheduled classes, to come to class on time and to behave in a responsible way while attending the Schools and in the homestay in accordance with the School's published policy (against a required attendance rate of 100%, violence, discrimination, harassment, bullying, carrying weapons, using illegal drugs, stealing etc. See Student Handbook). Students who breach the published rules of the Schools will receive warning letters and may be withdrawn from the School as per School's published procedure. English programme students will not receive a certificate. Immigration New Zealand will be informed of the change in circumstances and their visa may be withdrawn.

17. The Conditions for Terminating the Contract of Enrolment

a. The enrolment conditions include the circumstances under which the student's conduct may be in breach of the contract of enrolment (including conduct that occurs while the student is not under the immediate supervision or control of the signatory).

b. The type of disciplinary action that may be taken by the Schools include a report of an issue of concern, a first warning letter, a second warning letter, a withdrawal letter, or the termination of enrolment without warning at the discretion of the General Manager or Chairman.

c. Any disciplinary action is dealt with in accordance with the principles of natural justice.

18. Health and Safety

a. In the case of a medical emergency, I consent to my medical information being released to emergency services including ambulance staff, Police, hospitals and doctors.

b. I have disclosed any preexisting medical conditions, prescribed medication being taken, disabilities or special assistance required to ICL.

19. Use of Information and Privacy Statement

The Privacy Act 2020 has the stated aim of protecting and promoting the privacy of individuals. It governs the collection, use, storage and disclosure of personal information. ICL Education Group handles personal information in accordance with the 13 information privacy principles in the Act.

ICL Education Group collects and stores personal information from this form to:

- comply with the requirements of the Education and Training Act 2020 and other legislation relating to maintenance of records
- manage its business, including internal reporting and administrative processes (this includes information required for enrolment, academic delivery and assessment, student support and wellbeing, immigration compliance, regulatory reporting, and quality assurance and audit purposes); and
- supply information to government agencies and other organisations, as set out below.

The institution will comply with all legal requirements in relation to the use and disclosure of personal information, as set out in the Privacy Act 2020. You are entitled to see any information that ICL Education Group holds about you and request that any errors in the information be corrected. To do so, contact the ICL Education Group's Data Protection Officer: Gordon Bobin, CEO, ICL Education Group at gordonbobin@icl.ac.nz.

Disclosure of personal information to government agencies

ICL Education Group may supply personal information collected on this form to the following government agencies:

- Tertiary Education Commission
- Ministry of Education
- New Zealand Qualifications Authority
- Ministry of Social Development
- Inland Revenue
- Ministry of Business, Innovation and Employment, including Immigration New Zealand; and
- when required by law, New Zealand Police, Department of Justice and the Accident Compensation Corporation.

The government agencies listed above may use the personal information supplied to them to:

- administer the tertiary education system, including allocating funding and the administration of the Fees Free schemes
- develop policy advice for government
- conduct statistical analysis and research
- update the New Zealand Record of Achievement
- include in the National Student Index or use in an authorised information matching programme with the New Zealand Birth Register
- fulfil their statutory responsibilities
- supply it to Statistics New Zealand to be integrated in Statistics New Zealand's Integrated Data Infrastructure.

Disclosure of personal information to other agencies and organisations

ICL may also supply personal information as applicable to:

- other educational organisations for the purpose of verifying academic records
- Education New Zealand for the purposes of supporting international students
- scholarship providers for the purposes of administering scholarships
- debt collection agencies for the purposes of recovering unpaid fees

- placement providers where necessary for arranging, supporting, and assessing practicum or work-integrated learning placements
- English New Zealand for the purposes of compliance with membership standards, quality assurance, and audit requirements
- insurance providers (including approved providers used by ICL from time to time) for the purposes of verifying and administering student insurance cover in line with the Education (Pastoral Care of Tertiary and International Learners) Code of Practice 2021

International students and overseas privacy obligations

ICL may collect and process personal information from individuals located outside New Zealand, including from the European Union. In such cases, ICL will take reasonable steps to ensure that personal information is handled in accordance with applicable international privacy requirements, including the General Data Protection Regulation (GDPR), where relevant.

Storage of personal information

ICL stores personal information in secure electronic systems and, where applicable, physical records.

Electronic records are stored in approved systems, including student management, learning management, and administrative platforms.

These systems may be hosted in New Zealand or overseas (including Australia or other jurisdictions), depending on the service provider. Where personal information is stored or processed outside New Zealand, ICL takes reasonable steps to ensure that appropriate safeguards are in place to protect the information in accordance with the Privacy Act 2020.

ICL uses appropriate technical and organisational measures to protect personal information against loss, unauthorised access, use, modification, or disclosure.