

# Conditions of Enrolment

## COURSES

- 1.1 CCEL reserves the right to change course arrangements without prior notice including running classes online.
- 1.2 The minimum age is 13 years. Students under the age of 18 years (U18) must study full time and in day classes.
- 1.3 Minimum student numbers are needed for all courses.
- 1.4 If, after the placement test taken on arrival at the school, a student is found to be at a level which is not appropriate for their booked course, the school reserves the right to place the student in an appropriate level class. Course upgrade fees may be charged where applicable.

## PAYMENT OF FEES

- 2.1 Fees include all taxes where applicable. Fees may change in certain circumstances, e.g., a change in tax.
- 2.2 Fees must be paid in full, in advance, for the period of study requested on the enrolment form.
- 2.3 All fees are for full weeks and if there is a short week because of a public holiday, the remaining part of the week is counted as a full week. No compensation is given for public holidays when CCEL is closed.

## CANCELLATION AND REFUNDS

**Before starting the course (due to failure to obtain a visa, voluntary withdrawal or change in personal circumstances)**

- 3.1 If this enrolment is cancelled in writing 2 weeks before 5:00 pm on the Friday (New Zealand Time) or (Thursday when Friday is a public holiday) prior to the nominated starting date, fees will be refunded except for the enrolment and accommodation placement fees or 10% of payment, whichever is the lesser.
- 3.2 If this enrolment is cancelled in writing less than 2 weeks before 5:00 pm on Friday (New Zealand Time) or (Thursday when Friday is a public holiday) prior to the nominated starting date, fees will be refunded except for the enrolment fee, accommodation placement fee, and 2 weeks' homestay fee or one week's student residence fee or 25% of the total residence fee, whichever is greater.

**Once the course has started (due to voluntary withdrawal or change in personal circumstances)**

- 3.3 For enrolments of up to four weeks if the student withdraws within the first two days of the course, CCEL will refund 50% of the unused weekly tuition fees.
- 3.4 For enrolments of five to eleven weeks if the student withdraws within the first five days of the course, CCEL will refund 75% of the unused weekly tuition fees.
- 3.5 For enrolments of twelve weeks or more if the student withdraws within the first ten days of the course, CCEL will refund all fees except for NZ\$500 or 10% of the unused weekly tuition fees, whichever is the lesser.
- 3.6 After the above withdrawal deadlines, CCEL will not refund any fees except for unused homestay fees.
- 3.7 CCEL does not refund fees or give a free extension of the course if the student:
  - Arrives late for the course without notifying CCEL
  - Takes time off during the course (unless by prior agreement as set out in clauses 5.1, 5.3 and 5.4)
  - Leaves before the course is finished
- 3.8 CCEL does not give extra weeks of part-time study in place of pre-paid full-time study.
- 3.9 Extensions are not entitled to be refunded
- 3.10 CCEL reserves the right to alter its refund policy in the event of a change to New Zealand legislation.
- 3.11 CCEL will notify Immigration New Zealand of students who withdraw from their course.
- 3.12 If CCEL requires a student to leave for not complying with the conditions of enrolment (see clauses 7.1 - 7.4, 8.1 and 8.2), CCEL will not refund tuition fees if such requirement is after the student's refund period (see clauses 3.3 - 3.5).

## STUDENT FEE PROTECTION

- 4.1 CCEL complies with NZQA requirements to protect student fees. Student fees are not at risk if there is a closure event at CCEL.

- 4.2 All student fees are transferred directly to an independent Trust Account. After the applicable refund period (see clauses 3.3, 3.4 and 3.5), tuition fees will be paid to CCEL on a pro rata basis in arrears. This means that CCEL can only receive fees after students have received the tuition for it. The trustee's contact details are: Philip Gainsford, Chartered Accountant  
7 Cicada Place, Christchurch 8042,  
New Zealand Phone: +64 3 942 2447  
Email: phil.gainsford@gmail.com

## HOLIDAYS DURING COURSES

- 5.1 Students can take a maximum of one week's holiday for each 12 weeks of study without losing tuition.
- 5.2 CCEL will not give refunds or course extensions for holidays over this allowance.
- 5.3 Students must apply for their holiday at least one week before their proposed holiday date. If not, CCEL may not agree to the request and the student will lose the tuition fees.
- 5.4 CCEL will only give extensions for holidays on General English courses, not other courses.

## ACCOMMODATION

**All CCEL-organised accommodation is subject to availability.**

- 6.1 For enrolments requiring CCEL-organised accommodation, CCEL needs booking and payment to be completed at least 3 weeks before the accommodation start date.
- 6.2 For accommodation extensions, fees must be paid at least 2 weeks before the new accommodation period begins. Payment must be in full. If the same accommodation is not available for the extension, an accommodation change fee may be charged (at CCEL's discretion).
- 6.3 If the student does not pay their accommodation fees, they may lose their accommodation booking.
- 6.4 If the student wants to leave a CCEL homestay early, the student must inform in writing both the host family and CCEL about the plans to leave one week before the planned new leaving date. CCEL will refund any remaining pre-paid homestay fees, minus any costs recoverable by CCEL.
- 6.5 For students in student residence, if they decide to move out early, no refund is available.
- 6.6 All CCEL student accommodation is carefully selected and monitored by CCEL staff, in accordance with the Code.
- 6.7 If the student wants to change accommodation, CCEL needs a minimum of 2 weeks' notice. A fee of NZ\$100 may be charged at CCEL's discretion.
- 6.8 CCEL needs the following documents to be signed by a parent or legal guardian for all students U18: Fee Protection Form; Parental Letter; Conditions of Enrolment and Indemnity Document (The Indemnity Document is only required for students who are not in CCEL homestay or not living with a parent or legal guardian). These documents must be returned to CCEL at least 3 weeks before a student's course commences.
- 6.9 CCEL requires U18 students who are not staying in a CCEL homestay or living with a parent or legal guardian to stay with a Designated Caregiver. The definition of a Designated Caregiver can be found in clause 5.1 of the Code\*
- 6.10 CCEL will charge a fee to visit and police vet the Designated Caregiver of U18 students before the student arrives. If the Designated Caregiver does not meet standards, the student then must stay in a CCEL homestay.
- 6.11 CCEL will try to meet students' homestay preferences, but this may not always be possible.

## ATTENDANCE AND BEHAVIOUR

- 7.1 The student must obey the laws of New Zealand.
- 7.2 The student must attend all lessons punctually and must comply with the conditions of his/her visa to stay in New Zealand.
- 7.3 The student must behave considerably both at CCEL and in CCEL-organised accommodation.
- 7.4 CCEL has a zero tolerance for harassment and considers any form of harassment to be unacceptable.
- 7.5 If the student does not comply with these conditions, CCEL will:
  - 7.5.1 find out if there is a reason for the problem and try to help
  - 7.5.2 start the process of up to 2 warning letters and continue to support the student.

- 7.5.3 if the student does not change their behaviour, CCEL may cancel the student's accommodation and/or enrolment. Note - if CCEL terminates a course, we must advise Immigration NZ.

## EQUAL OPPORTUNITIES

- 8.1 CCEL is committed to providing a safe environment for its students which is free from any form of discrimination, including discrimination on the grounds of age, race or colour, ethnicity or national origins, sex, sexual or gender orientation, disability, religious or ethical belief, marital status, employment status, and political opinion.
- 8.2 CCEL has zero tolerance for discrimination and considers any form of discrimination to be unacceptable.

## LIABILITY AND INSURANCE

- 9.1 Each student must have adequate medical and travel insurance. CCEL is required by the Code to ensure that students have insurance that covers specified situations. These can be found in clause 65 of the Code\*
- 9.2 Students must provide evidence of appropriate and current medical and travel insurance on enrolment. This insurance must cover the student from the time they leave their home, and their full length of time spent in New Zealand. CCEL will only accept overseas insurance policies with an English translation.
- 9.3 CCEL will keep a record of each student's policy.
- 9.4 CCEL cannot be held responsible for any sickness, injury, damage or loss incurred (including loss of fees) within CCEL or on CCEL activities or tours.
- 9.5 CCEL shall not be liable if the services offered cannot be provided for reasons beyond our control.
- 9.6 CCEL shall not be responsible for pastoral care of students who are not in NZ (e.g., if a student leaves New Zealand between courses).

## GRIEVANCE PROCEDURES

CCEL is open to feedback and is committed to solving problems and resolving grievances in good faith.

- 10.1 If a student has a complaint about CCEL breaching the Code, they should follow CCEL's formal complaint process first. To request a copy of this please email [study@ccel.co.nz](mailto:study@ccel.co.nz)
- 10.2 CCEL is a member of English New Zealand. If CCEL cannot resolve a student's complaint, they can contact English New Zealand for help. The address is English New Zealand, P.O. Box 35283, Christchurch 8640. Phone: 03 383 7153 or email [admin@englishnewzealand.co.nz](mailto:admin@englishnewzealand.co.nz)
- 10.3 The student can also contact the New Zealand Qualifications Authority (NZQA) by phone on 0800 697 296 or email [qadrisk@nzqa.govt.nz](mailto:qadrisk@nzqa.govt.nz)
- 10.4 Or, if it is a financial or contractual dispute, they can contact FairWay Resolution by phone on 0800 77 44 22. More information is available on the FairWay Resolution website: [www.fairwayresolution.com/istudent-complaints](http://www.fairwayresolution.com/istudent-complaints)

## TRANSLATIONS

- 11.1 The English version of all CCEL information and Conditions of Enrolment takes precedence over any translation to other languages should there be any difference in meaning or interpretation.
- 11.2 Please refer to the CCEL website for the latest version of the Conditions of Enrolment and Fees. [www.ccel.co.nz](http://www.ccel.co.nz)

\* For any information about the code refer to [nzqa.govt.nz/assets/Providers-and-partners/Code-of-Practice/Tertiary-and-International-Learners-Code-2021/NZQA\\_Pastoral-Care-Code-of-Practice\\_English.pdf](http://nzqa.govt.nz/assets/Providers-and-partners/Code-of-Practice/Tertiary-and-International-Learners-Code-2021/NZQA_Pastoral-Care-Code-of-Practice_English.pdf)

## STUDENT

Name:

Date:

Signature:

## Parent/Guardian

Name:

Date:

Signature:

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