

TERMS AND CONDITIONS OF ENROLMENT

Enrolment

- Enrolment is subject to the following conditions which are legally binding under New Zealand law.
- Enrolment is completed after an Offer of Place has been accepted by the student and fees have been paid in full to the Duke Institute of Studies.
- The student authorizes Duke D.H. Kyeong to deposit the student's fees in the Trust Account on the student's behalf.
- Fees must be paid before enrolment is confirmed.
- Class placement depends on a student's tested level of ability and attainment

Course Dates and Fees

- Duke Institute of Studies is open all year except on Public Holidays.
- Course fees are worked out in calendar weeks, including Public Holidays. No reimbursement of fees or extra tuition is provided to cater for public holidays.
- Public Holidays are: Christmas Day, Boxing Day, New Year's Day, Second of January, Waitangi Day, Good Friday, Easter Monday, Anzac Day, Queen's Birthday, Labour Day, Auckland Anniversary Day.

Homestay Accommodation

- Homestay accommodation is full board which includes breakfast and evening meals 7 days a week and lunch on weekends.
- Cancellations and early withdrawals - refer to Refund Policy.
- DIOS has a registered Homestay Agent to make arrangements for students' accommodation requirements when needed.
- Homestay accommodation is arranged for the period the student is enrolled at the Institute. Students must leave the homestay at the end of their course of study.
- Duke Institute of Studies is not responsible for any accident or illness of a student, or loss or damage to their personal possessions during their stay with a host family. The compulsory insurance package includes cover for travel, medical and student fee protection.
- The School's Homestay Co-ordinators are Duke Kyeong, the Liaison Manager (currently Sumiko Fukao) and our Homestay Contractors.

School Rules

- Students must obey the school rules and laws of New Zealand.
- Any student who breaks the school rules, is guilty of serious misbehaviour or is convicted of a criminal offence while studying at the school may be expelled with no refund of fees - refer Refund Policy.
- New Zealand Immigration Service will be informed if a student on a Student Visa/Permit fails to comply with their permit requirements.
- A copy of the school rules may be found on the Institute's website (www.duke.ac.nz) or as requested.

Liability

- The Institute is not liable for any damage, loss or injury to students or their property. We strongly advise students to take out contents insurance for their personal property. DIOS can assist with this.
- The Institute shall not be liable to any student or parent if contracted services cannot be provided for any reason beyond the school's control (force majeure). (All students' fees are protected under the compulsory insurance package they subscribe to upon enrolment).
- The Institute reserves the right to alter courses, fees, terms and conditions at any time without prior notice.

Medical and Travel Insurance

- Both medical and travel insurance are covered under the School's compulsory insurance package that students subscribe to as part of their enrolment procedure.

Fee Refund Policy

- To apply for a refund, the student must submit a written Notice of Withdrawal to the Principal stating the reason for the request to withdraw.
- The Institute's refund policy complies with Ministry of Education policy and NZQA regulations.

Refund of Tuition Fees

a. Effective before the start date

- Cancellations made in writing before the course start date will result in a full refund LESS 10% or \$500 whichever is the lesser. If a student's visa application is declined, the school will refund all tuition fees Less 10% or \$500 whichever is the lesser.

b. Effective after the start date

- For courses of 3 months or longer, students withdrawing within the first ten working days of the course must be refunded in full less a deduction for costs incurred by the PTE, up to a maximum of 25% of the fee total paid. Cancellations must be made in writing. If a student's visa is declined, the school will refund all unused tuition fees LESS costs up to a maximum of 25% of the fee total paid. We, the Duke Institute of Studies, will provide to you (the student) details of the cost components for the purpose of working out the maximum deductible percentage. In the event of a dispute over the cost component deducted, you can refer the matter to the International Education Appeal Authority.
- Regardless of the course duration, any student who cancels their enrolment after the first ten working days of course commencement will not be entitled to a refund. (see compassionate grounds below).
- A refund may be given after ten working days of course commencement on compassionate grounds at the sole discretion of the Principal. A 30% administration fee will be deducted from unused tuition fees.

Early withdrawal and refund requirement

- Where a foreign student enrolled at a PTE on a course of study or training, that is less than three months' duration, withdraws from such a course, the following minimum refund entitlement will apply.

a. For courses of up to and including four weeks and six days:

- Where a foreign student withdraws within the first two days of the course for which attendance of students at the PTE is required, the PTE may retain up to 50% of the full amount of any payments made by the student to the PTE in respect of the course; and must refund the balance to the student; unless
- Two days constitutes the full amount of tuition paid for by the student, in which case the provider may retain 100% of the payment made in respect of the course.

b. For courses of five weeks or more but less than three months:

- Where a foreign student withdraws within the first five days of the course for which attendance of students at the PTE is required, the PTE may retain up to 25% of the full amount of any payments made by the student to the PTE in respect of the course; and must refund the balance to the student. We remind PTEs that the eight-day period (that is, eight days from the first day of the course) still applies to course of three months or more.

Homestay cancellation or early withdrawal

- Cancellation of homestay will result in a full refund LESS the homestay placement fee.
- If a student decides to withdraw early from their homestay, during the homestay period, they will receive a full refund of remaining homestay fees, provided two weeks' notice is given.
- Relocation by a student into another homestay is not subject to additional fees unless a complaint by the homestay provider is made in which case an additional homestay placement fee is payable.

Code

- Duke Institute of Studies is a signatory to the *Code of Practice for the Pastoral Care of International Students* published on the Ministry of Education website (www.minedu.govt.nz).

Health and/or Special Needs: If you have any health issues or special needs that the school may need to be aware of for any reason, you must advise the school on enrolment.

Protection of student fees

- The insurance policy taken out by students when they enrol covers them for unrealised tuition fees. In the event of closure (due to insolvency, regulatory closure or withdrawal of accreditation) you can contact your insurer direct at www.studentcareinsurance.com or by e-mail on enquiries@studentcareinsurance.com.

Student orientation

- Upon arrival the DIOS Orientation Handbook is summarized for the student: School Rules, Grievance Procedures, School times, Student Attendance policy, the Code of Practice for the Pastoral Care of International Students, DIOS policy on textbooks, and contact details for NZQA and the International Educational Appeal Authority are explained.
- A copy of the full Orientation Handbook is found in every classroom or is available at the office, or from the Director of Studies.

The range of our English language courses

The level of our courses ranges from Beginners to Advanced stage. They can be undertaken on either a full-time or part-time basis. Our courses are accredited by NZQA, and include:

- **General English Proficiency**
- **English for College Preparation**
- **Academic English for IELTS Preparation**
- **English for Agriculture**
- **Holiday Programme of English & Cultural Activities**
- **TESOL (Teaching English as a Second Language)**
- **Integration into New Zealand Course (English for Migrants) - TEC contract.**

in addition we provide:

- All our courses are designed to enable students to learn the theory (or expand existing knowledge) and simultaneously implement this into general conversation in any given situation. We offer after-school personalized revision upon request.
- As DIOS expands the number and range of courses it has to offer, these will appear on the website (www.duke.ac.nz).

Payment of fees should be made:

- (1) in person at the **Duke Institute of Studies Limited** in NZ\$, or
- (2) by **Bank Draft** to Duke Institute of Studies Limited in NZ\$, or
- (3) by **Telegraphic Transfer** in NZ\$ to

<p>Account Name: Duke Institute of Studies Student Fee Protection Trust Duke Trust Account Number: 12 3035 0671094 000 Bank name: ASB Bank Birkenhead</p>
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- (4) The sender will pay all bank charges.