

2023/2024 NZLC Terms and Conditions

New Zealand Language Centres (NZLC) trades as NZLC Auckland.

Note: The signed NZLC Enrolment Form, the accompanying Privacy Policy, these Terms and Conditions and all terms & conditions related to the particular course(s) and services as detailed on the NZLC Enrolment Form and all aspects of the information provided on our website represents the contract between the student and NZLC ("the Terms"). If multiple courses are under one enrolment form, they will be treated as a whole and the NZLC Refund Policy applies from the start date of the first course rather than each individual course. By signing this form, the student (or authorised parent or legal guardian) understands and agrees to the Terms and declares that the information provided is correct and complete and they have not withheld any information that could affect their enrolment.

NZLC Quality Assurance Commitment

- NZLC has been rated as a Category 1 School in accordance with the external evaluation and review carried out by NZQA (New Zealand Qualifications Authority) <http://www.nzqa.govt.nz/providers/details.do?providerId=853215001>
- NZQA Code of Practice: NZLC has agreed to observe and be bound by the Education (Pastoral Care of Tertiary and International Learners) Code of Practice 2021 managed by NZQA (New Zealand Qualifications Authority). Copies of the code are available at www.nzqa.govt.nz
- NZLC will provide students with education and related services in accordance with the selection of services made on the NZLC Enrolment Form.
- NZLC will provide the above services selected by students in accordance with our policies, operating standards, student rules and regulations and above-mentioned Code of Practice.
- NZLC will from time to time, following commencement of the course/s, provide students with activity services or introduce students to third party activity service providers, on such additional terms as shall be agreed on an activity-by-activity basis.
- NZLC Fee Protection Policy: All student fees are transferred directly to an independent Trust Account. Walker Wayland Auckland Ltd is the nominated trustee for the protection of all NZLC Student fees. Fees are released to NZLC by the Trustee on a draw down basis as a student's course is provided by NZLC.
- NZLC reserves the right to open or close courses or classes, create, cease or change any activities due to unforeseen circumstances or events with minimum notice, as the need arises. This will not override the student's rights under the NZLC Fee Protection Policy above.

NZLC Conditions of Acceptance

- NZLC reserves the right to cancel course(s) and services which do not meet the minimum student number.
- The usual weekly tuition rates apply for weeks where the dates fall on public holidays.
- Entry test: All NZLC students must agree to sit a 'level assessment test' upon arrival at the school. Class/level allocation will be based upon the results of this test. For entry into Academic, Teacher Training and Work Placement programmes, a placement test is required and other entry criteria must be met.
- Fees: NZLC fees will be charged in accordance with those stated on the NZLC Fees and Courses current at the time of processing the enrolment.
- Special needs and medical conditions: Students may be required to submit additional documents if requested by NZLC prior to or after arrival. NZLC will assess the information and decide whether it is appropriate to commence/continue a course at NZLC.

NZLC Enrolment Deadlines

Visa Type	Enrolment Form	Payment	Flight Details
Visitor* / Working Holiday	4 weeks	4 weeks	4 weeks
Student / Visitor**	8 weeks	8 weeks	4 weeks

NZLC reserves the right to decline the course and services if enrolment forms and details are not sent within the required timeframe.

Visitor* - Visa-waiver countries
Visitor** - Non Visa-waiver countries

- NZLC requires students to submit an enrolment form, make payment and send their flight details by the indicated weeks above in advance of the intended start date, in order for NZLC to arrange the services. Failure to make full payment of the course fee by the specified deadline may result in the course being cancelled. Enough time must be allowed to apply for the correct visa to enter New Zealand.
- For enrolments submitted less than the minimum period above, contact should be made with info@nzlc.ac.nz to check course and service availability and the appropriate enrolment procedure.
- If students need to apply for a visa to enter NZ and have not yet confirmed it 4 weeks prior to the course start date, or if they are not able to make payment and/or provide flight details prior to the minimum required weeks above, NZLC must be informed immediately to discuss the options in order to avoid the maximum cancellation penalty fee, or to avoid the students' enrolment and/or the requested services being cancelled.

NZLC Enrolment Procedure

STEP 1 - Choose the appropriate course(s) and services

Check the NZLC Fees and Courses & services information on our website www.nzlc.ac.nz or contact info@nzlc.ac.nz

STEP 2 - Enrol

- Send the completed NZLC Enrolment form to:
NZLC Auckland: akenrol@nzlc.ac.nz
- NZLC will send an offer letter and an invoice which outlines the fees and chosen services requested by the student. If NZLC has any doubts or questions about the enrolment, NZLC staff will communicate in advance.

STEP 3 - Payment and Flight Details

- Send Flight Details to:
NZLC Auckland: akenrol@nzlc.ac.nz
- Make the payment with the **STUDENT NUMBER** as the **REFERENCE** and send the remittance statement to accountsreceivable@nzlc.ac.nz.

Methods of payment:

- Cash
- EFTPOS
- Bank or company cheque
- Convera (was Western Union) <https://students.convera.com/nzlc#/>
- TransferWise <https://transferwise.com>
- Credit card (Visa or Master - 2.25% surcharge applies) <https://nzlc.ac.nz/invoicepayment/>
- Bank/Telegraphic transfer (please use your student ID number as the reference)
(Bank charges: Please add your bank's international fund transfer fees/charges to the total amount to avoid an incomplete payment)
Account Name: Walker Wayland Auckland Ltd
Account number: 12-3110-0065474-02
Bank name: ASB Bank Limited
Branch: East Auckland Commercial Banking Branch
Branch physical address: 381 Great South Road, Greenlane, Auckland, 1051
SWIFT code: ASBNNZ2A

STEP 4 - Confirmation

Once NZLC receives the full payment and subject to meeting all other entry criteria, the NZLC Enrolment Department will send a receipt of payment and a COE (Confirmation of Enrolment) stating the student's name, date of birth, period of study, course type and accommodation period. These documents can be used when applying for a visa. However, NZLC provides no guarantee that providing such information will result in a visa application being accepted.

NZLC Cancellation, Withdrawal, Changes and Refund/ Penalty Policies and Procedure (Effect from 1 May 2023)

A written request must be sent to NZLC in all cases.

4 weeks or more before courses/services commence:

Enrolment Fee	No Refund
Homestay Arrangement Fee	<ul style="list-style-type: none"> No homestay arrangement process started: 100% Refund After homestay arrangement process has started with confirmation of flight details and payment (regardless if the homestay confirmation was released): No Refund Homestay dates/duration change request*: If the confirmed homestay family cannot accept the revised date/s, an additional Full Homestay Arrangement Fee is required. If the confirmed homestay family can accept the revised date/s, \$100 homestay dates/duration change fee* may apply.
Homestay Fee	100% Refund
Tuition Fee	100% Refund
Airport transfer/Insurance	100% Refund
All other arrangement fees incurred	No Refund (except Textbook/Material Fee)

Less than 4 weeks before courses/services commence:

Enrolment Fee	No Refund
Homestay Arrangement Fee	No Refund Homestay dates/duration change request*: If the confirmed homestay family cannot accept the revised date/s, an additional Full Homestay Arrangement Fee is required. If the confirmed homestay family can accept the revised date/s, \$100 homestay dates/duration change fee* may apply.
Homestay Fee	<ul style="list-style-type: none"> 2 - 4 weeks' notice: No penalty Less than 2 weeks' notice: 1 week penalty <p>If there is any doubt that the arrival date will change from the original schedule, NZLC needs to be advised immediately in order to request one of the options below. (The above penalty fees apply for A, C and D):</p> <ol style="list-style-type: none"> Change the start date to allow more time for the visa application. Please allow at least 8 weeks for the visa process. NZLC requires at least 4 weeks' notice to arrange homestay. \$100 homestay dates/duration change fee* may apply. Follow the student's original schedule – for cases where the visa may come back just in time or close to the planned arrival date. (No refund applies for any days missed if student arrives after the original start date). Cancel the accommodation option with NZLC and make own arrangements. Put the homestay arrangement process on hold to avoid the maximum cancellation penalty. As soon as the student's visa has been approved, please contact NZLC to check the availability of homestay before purchasing travel tickets. Please note that NZLC might take up to 4 weeks to place students in homestay once visa approval notification has been received.
Tuition Fee	100% Refund
Airport transfer /Insurance	<ul style="list-style-type: none"> At least 2 working days' notice prior to arrival/insurance start date: 100% Refund Less than 2 working days' notice prior to arrival/insurance start date: 50% Refund Less than 24 working hours notice prior to arrival/insurance start date: No refund Student did not arrive with provided flight details (No Show): No Refund. To schedule a new pick-up time, re-arrangement fee will be at 50% of the original airport transfer arrangement fee
All other arrangement	No Refund (except Textbook/Material Fee)

After courses/services commence:

(including students who fail to participate or stop attending the course within the refund period)

Enrolment Fee	No Refund
Homestay Arrangement Fee	No Refund
Homestay Fee	<ul style="list-style-type: none"> 2 or more weeks' notice: 100% Refund. Homestay dates/duration change request fee* of \$100 applies. Less than 2 weeks' notice: No Refund
Airport transfer /Insurance	No Refund (the return airport transfer fee is refundable with at least 2 working days' notice)
Tuition Fee	<ul style="list-style-type: none"> Courses less than 5 weeks: Students who withdraw within the first 2 days of the course will be entitled to a refund of 50% on the tuition fees. Courses of 5 weeks or more but less than 3 months: Students who withdraw within the first 5 days of the course will be entitled to a refund of 75% of the tuition fees. Courses of 3 months or more (International students only): Students who withdraw within the first 10 working days of the course will be entitled to a full refund of the total tuition fee, less a deduction of costs incurred by NZLC, up to a maximum of 25% of the fees paid. Courses of 3 months or more (domestic students only): Students who withdraw within the first 8 days of the course will be entitled to a full refund of the total tuition fee, less a deduction of the lesser of 10 percent of the fees paid or \$500. Note: multiple courses on one enrolment form are treated as a whole
All other arrangement	No Refund

Circumstantial Policies for homestay

If there is any doubt that there will be change from the original schedule, nzlc needs to be advised immediately in order to avoid the maximum penalty

Homestay Family change request after arrangement process has started / Additional homestay placement	An additional full homestay arrangement fee required (note: depending upon availability, it may take up to 4 weeks to find new homestay)
Homestay shortening	<ul style="list-style-type: none"> 2 or more weeks' notice: 100% Refund. Homestay dates/duration change request fee* of \$100 applies. Less than 2 weeks' notice: No Refund
Extension with the same homestay	NZLC can guarantee homestay for the paid period. If students wish to stay longer in the same homestay, they must inform NZLC Accommodation staff at least 2 weeks in advance. The extension is subject to availability. Homestay dates/duration change request fee* of \$100 applies.
Damage or loss to property	NZLC cannot be held liable for any damage or loss to property a student has caused in their NZLC Homestay. Students must notify the provider immediately if anything is not in order; otherwise, they could be held liable for the repair cost.
Holiday away from homestay for periods of 14 nights or longer	50% of the usual homestay rate and 2 weeks' written notice is required to hold the homestay room.

*Homestay Dates/Duration change request fee: \$100

No fee applies	<ul style="list-style-type: none"> Holiday away from homestay request Before homestay arrangement confirmation letter is released After homestay arrangement confirmation letter is released : change start/finish date or duration by 1 to 7 days with minor or no adjustment on the invoice Shortening homestay: less than 2 weeks' notice
Fee applies	<ul style="list-style-type: none"> After homestay conformation letter released : change on start/finish date/s or duration by 8 days or more Shortening homestay: 2 or more weeks' notice Extending homestay with same family (with different family a full placement fee applies)

Circumstantial Policies and Additional Fees:

Course Deferral	Adjustment fees apply if there are any changes made at the time of re-enrolment.
Credit Note	NZLC may accept a "Course Credit Note" for some special circumstances at the discretion of the campus Principal and upon receiving the Credit Note application fee of \$100. The course must recommence within 12 months from the date of the original course completion date. Students will need to pay any difference between the tuition fees charged for the original postponed course and the new course, prior to course recommencement. A \$250 fee for reissuing a COE will be charged if requested.
Visa Denial	Tuition Fee: Full refund for the unused weeks All other fees: Refer to NZLC Cancellation, Withdrawal, Changes and Refund/Penalty Policies and Procedures above (evidence required).
Visa Cancellation	In the case of non-compliance with visa conditions after arrival in New Zealand wherein students are forced to cancel all or part of their course, no refund is available for any unused weeks, and the above cancellation policy applies for service fees (evidence required).
Missed Days due to late arrival	If students arrive after the commencement date, there is no refund for these "missed days".
Unpreventable Event/ Natural Disaster	In the event that NZLC must close due to an unpreventable event or natural disaster (e.g. power blackout, storm), then there will be no refund for any "missed days"
Course Cancellation by NZLC	The course can be transferred to another NZLC course or a full refund applies.
Course Entry Requirements Not Met	If the student does not meet the entry requirements of a specific course originally enrolled in, the course can be transferred to another NZLC course.
Misconduct and Termination	No refund is available for unused study weeks caused by termination of enrolment due to misconduct and the above cancellation policy applies for service fees.
Refund	Refunds will be paid directly to the student, or the student's education consultant, within 4 weeks of receiving the written request and bank details unless written permission is provided by the student and/or the education consultant to pay to another party.
Additional Fees	<ul style="list-style-type: none"> Reissuing a COE: \$250 Revising enrolment more than 3 times: Additional 50% to 100% of the original enrolment fee Additional Accommodation Arrangement: 50% to 100% of the original accommodation arrangement fee Re-issuing a Graduation Certificate and Report: \$50

For more details on the withdrawal and refund rules in NZ, refer to the NZQA website: www.nzqa.govt.nz

NZLC Young Learners (under 18yrs) Rules and Regulations

- A parent's full contact details and signature are required on the NZLC enrolment form
- Young Learner students must agree to the following rules as well as the rules and procedures outlined in the Pre-Enrolment Handbook, (sent with offer letter):
 - Attend class every day.
 - No smoking or drinking alcohol.
 - No bad language or rude hand gestures.
 - No fighting at any time.
 - Be polite at homestay and school.
 - Come to school before 8.30 a.m. every day.
 - Return home by 6.00 p.m. every day.
 - Respect school property, listen to your teacher and follow their class rules.
- 16 and 17 year-old students can participate in a General English or Academic English course for 18 years and above after their maturity level is assessed and confirmed by the Academic Department
- All Young Learner students must book NZLC return Airport pick up service unless a designated person is appointed by the parent(s) in writing and confirmed by NZLC.
- All Young Learner students must enrol in a full time course unless the parent(s) confirm in writing that the student will be with them or a designated caregiver.
- If the Young Learner student is not going directly back to their home country after their NZLC course finishes, a release letter must be submitted and signed by the parent(s).

NZLC undertakes to comply with the accommodation provisions for Young Learners set out in the NZQA Education (Pastoral Care of Tertiary and International Learners) Code of Practice 2021. The categories of accommodation that will be accepted by NZLC are:

- NZLC Homestay (Full payment of homestay fees is required for the whole duration of the enrolment.)
- Parent(s) (parent must accompany the student to school on the first day and bring their own valid visa and passport)
- Non-NZLC Homestay ('NZLC Education Consultant Appointed Homestay Form' needs to be completed with full details which meet NZLC Homestay requirements for Young Learners; a \$250 assessment fee may apply)
- Designated Caregiver appointed by parent ('NZLC Designated Caregiver Appointment Form' needs to be provided: a \$250 assessment fee per visit apply.)
- A local High School homestay family (Confirmation Letter required)

All Young Learner accommodation providers will be sent the "Hosting YL Guidelines", which must be read and followed.

NZLC Homestay Arrangement Policies

In addition to the NZLC Homestay rules and regulations, students must also comply with the rules set down by the homestay family.

Homestay

Once NZLC receives the full payment and flight details, NZLC will begin to arrange the homestay arrangement process. NZLC requires at least 4 weeks' notice for homestay arrangement. The confirmation letter with homestay details will be sent at least one week prior to the student's departure.

The standard Homestay option is single room placement with half board. (A furnished single room, breakfast and dinner on weekdays and three meals on weekends). NZLC will try to match the student homestay preferences as selected on the enrolment form but this cannot be guaranteed.

Twin share, Young Learner Full Board or Special Meal options are also available upon request. Check-in/check-out should be the weekend prior to the course start date and the weekend of course completion.

NZLC Airport Transfer Arrangement Policies

Once NZLC receives the full payment and flight details, NZLC can begin to arrange airport transfer services. The confirmation letter with details will be sent at least 1 week before the student's departure.

Additional Services / Procedures

NZLC Course Transfer Policy: Students can request a course change between morning, afternoon and evening courses with at least 1 week written notice (subject to course availability and meeting entry criteria).

Holiday Request: Students are able to have a 2-week extendable holiday for every 12 weeks of full-time study and up to 8 weeks holiday per year. 4 weeks' written notice is required. The extended holiday weeks will be added on to students' original finishing dates provided the visa and insurance are valid for the entire time (1 week = Monday to Friday).

NZLC Student Conduct, Obligations and Provision of Information

Visas: All students must have a valid visa with rights to study during the entire duration of their enrolment at NZLC and must comply with the relevant visa conditions all the time. All students must inform NZLC immediately if their visa status changes. Full details of visa and permit conditions can be viewed at www.immigration.govt.nz. NZLC is legally obliged to report any breaches of visa conditions to Immigration New Zealand and cancel the student's course(s).

Cost of Living: All students must understand the cost of living in New Zealand before planning to come to New Zealand. Information about cost of living can be found at: www.studyinnewzealand.govt.nz/live-work/cost-of-living/#module-78

Travel and Medical Insurance: The NZ Government (NZQA) requires all international students to have appropriate and current medical and travel insurance for the duration of their enrolment at NZLC and for travel to and from New Zealand, regardless of the type of visa they hold. Schools can only accept insurance policies written in English and which meet the requirements set out in the latest NZQA Education (Pastoral Care of Tertiary and International Learners) Code of Practice 2021.

An acceptable insurance policy includes:

- Medical care in New Zealand, including diagnosis, prescription, surgery, and hospitalisation; and
- 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
- Death of the student, including cover of: 1. travel costs of family members to and from New Zealand; and 2. costs of repatriation or expatriation of the body; and 3. funeral expenses
- A reputable and established insurer with a credit rating no lower than 'A' from Standard and Poors or B+ from A.M Best.
- An insurer who is able to provide 24-hour service, seven days a week.
- Amounts for health cover should be for an unlimited sum insured.

For more information, visit: www.nzqa.govt.nz

To avoid confusion, NZLC strongly recommends arranging a policy through NZLC prior to arrival in New Zealand. Insurance will be arranged with an NZQA compliant insurer such as Southern Cross www.southerncross.co.nz.

If the student's own insurance policy does not meet the conditions outlined above, the student will be required to upgrade their policy or order one through NZLC, which can be requested at any time during the enrolment process or on arrival.

If travel/medical insurance is purchased through NZLC, the insurance will be purchased 3 days before the student's NZLC start date to cover the travel period. If a student is travelling to NZ more than 3 days before their NZLC start date, the student must inform NZLC in order to arrange an earlier cover date for the insurance.

Conduct & Behaviour: All students must comply with New Zealand law and regulations as well as NZLC rules and regulations.

Change of Contact Details: All students must inform NZLC immediately if their address, phone number, email address and other contact details in New Zealand change while undertaking an NZLC course.

Attendance: Students are expected to attend 100% of their course(s).

Young Learners: Any missed classes will be followed up immediately and the NZLC Disciplinary process will be initiated.

Students 18+ years: If an adult student is going to be absent from a class, NZLC must be informed. Attendance is marked per session. If students are late to class, they may be marked absent or not permitted to enter the class until the next session. Students can check their attendance at NZLC. NZLC issues a warning letter when a student's current attendance falls below 90%, 85% and 80%. A final warning letter will be issued if attendance still does not improve, and a termination of enrolment may result if a student's overall attendance falls below 80%.

Academic Report & Course Completion Certificate: All students receive an academic progress report and a course completion certificate. If the student's final attendance rate is less than 80%, a non-compliance statement will be clearly shown on the student's leaving certificate.

Disciplinary & Termination Process

If students fail to meet the obligations under this agreement, NZLC will either give a verbal warning or a warning letter explaining what is wrong, what needs to be done and when it must be done by. If students do not comply with the warning, this agreement may be terminated immediately. NZLC reserves the right to terminate this agreement at their sole discretion if a student's conduct, behaviour or attendance is deemed unsatisfactory. If the student's enrolment is terminated, they will be asked to leave immediately, without entitlement to a refund or deferral. In addition, NZLC will report the termination to Immigration New Zealand where applicable. If applicable, NZLC will also notify the student's education consultant/parents of the decision.

Liability/Warranty/Consents

Student Testimonial: By submitting this signed enrolment form, the student consents to the free use of their photo and any written references / samples for NZLC promotional or professional development purposes.

Liability: Consumer Guarantees Act - nothing in this clause shall limit or reduce the student's rights (if any) under the Consumer Guarantees Act 1993 unless the student requires NZLC services for the purpose of business in which case they agree that the Consumer Guarantees Act will not apply. Exclusion and Limit of Liability - NZLC will not be liable to the student for any loss or damage (whether direct, indirect or consequential) whatsoever whether caused through breach of contract or breach of any other obligation owed for any other reason, or through the negligent omission or any other act of a third party, or through any event beyond NZLC's control, except as cannot be excluded by law. The student will indemnify and hold NZLC harmless in respect of all losses, damages and costs (on a full indemnity basis) incurred by or awarded against NZLC arising out of any claim by any person in relation to the student's conduct in New Zealand.

Warranty/Consents: The student warrants that as a party to this agreement they are a person aged over 18 years and/or have legal capacity to execute this agreement in respect of the student. If the reader is not a student then they warrant that all the obligations under this agreement have been explained to the student. In the event that the student suffers a personal injury or illness at any time during their course in New Zealand, they consent to the arrangement of such medical intervention as is necessary to preserve life and/or wellbeing by NZLC, NZLC education consultants and/or third party service providers, and the student (or person responsible) releases NZLC from any liability in respect of such action, and will indemnify and hold NZLC harmless for all cost or liability we incurred in respect of such action.

NZLC Grievance & Complaint Procedures (Dispute Resolution)

If a student has a complaint about any part of their study and additional services received, the following procedure must be followed:

- The student should discuss the matter with an advisor from the Academic, Accommodation or Student Services Department.
- The advisor will try to help the student to find a solution and discuss the matter with any other parties involved, e.g. teacher, homestay family.
- If the student is not happy with the action taken, the advisor will discuss the situation with the manager of the relevant department and he/she will take whatever action he/she considers appropriate and will report back in writing to the advisor.
- The advisor will meet with the student to discuss the response and to find out if the student is satisfied with the outcome.
- If the student remains unsatisfied, he/she may be asked to discuss the matter in a meeting with the NZLC Principal. The student may bring a support person to this meeting.
- NZLC management will prepare a written reply where applicable.
- If the student is not satisfied with this outcome, the student will be directed to English New Zealand. (PO Box 35283, Christchurch 8640. Email: admin@englishnewzealand.co.nz. Ph: +64 (0)3 383 7153.
- If the student is still not satisfied, they can contact the following authorities.

**The Complaints Officer
Quality Assurance Division**
PO Box 160 Wellington 6140
Ph: 0800 697 296 (free phone)
Email: risk@nzqa.govt.nz
Website: www.nzqa.govt.nz

iStudent Complaints (money or contracts)
PO Box 2272, Wellington 6140
Ph: 0800 00 66 75 (free phone)
Email: complaints@istudent.org.nz
Website: www.istudent.org.nz

New Zealand Language Centres (NZLC) Ltd Privacy Policy

PERSONAL INFORMATION:

Your personal information is being collected by New Zealand Language Centres Limited. We are committed to being open and transparent about how we manage personal information. We only collect, store, use and disclose your personal information in accordance with our Privacy Policy. This policy applies to anyone submitting personal information (including enrolment applications) to us or using our services. By providing personal information to us or using our services, you agree to the terms of our Privacy Policy. If you do not agree to the terms of our Privacy Policy, we will not be able to provide you with our services.

Our Privacy Commitment: We are committed to being open and transparent about how we manage your personal information. Our Privacy Policy aims to communicate, in the clearest way possible, how we treat your personal information. We encourage you to read this Privacy Policy carefully. It will help you make informed decisions about sharing your personal information with us. At New Zealand Language Centres ("NZLC") we have a few fundamental principles:

- We will always collect, store, use and disclose personal information in accordance with all applicable privacy laws. However, we have also put in place this Privacy Policy to protect personal information you submit or we collect.
- We will only use your personal information when it is necessary for us to deliver your services or perform other necessary business functions and activities.
- We will not use or disclose your personal information for purposes unrelated to our business activities and the services we provide, unless we first obtain your consent.

Privacy Policy: This Privacy Policy sets out how we comply with our privacy obligations under the Privacy Act 2020 (New Zealand) and European Union General Data Protection Regulations. We are bound by the requirements of those laws, which regulate how we may collect, store, use and disclose your personal information. Those laws also specify other requirements, such as how individuals may access, correct and delete information held about them. When we say "personal information" we mean identifiable information about you, such as your name, email, address, telephone number, qualifications and so on. When we say "sensitive information" we mean a special category of personal information containing information regarding racial or ethnic origin, religious beliefs or special categories of personal information that merits higher protection such as health information and information relating to children. In this Privacy Policy "we", "us" and "our" and "NZLC" collectively refers to New Zealand Language Centres Limited and its related companies and affiliates.

Your Consent: NZLC is an NZQA (New Zealand Qualifications Authority) rated Category 1 School that provides a range of education related services specialising in language education. Our business relies on the collection of personal information that is submitted by you, or with your authority, to enable us to better assess your suitability and eligibility for enrolment at one of our language centres and to provide such education and support to you on an ongoing basis ("Services"). By using our Services or providing your personal information to us, you consent to our collection, storage, use and disclosure of your personal information (and any sensitive information you provide) in accordance with this Privacy Policy.

Changes to this Privacy Policy: We may amend the terms of this Privacy Policy from time to time, and will notify you of any changes by posting an updated version on our website or by sending you a notice via email. It is your responsibility to check this Privacy Policy periodically for changes, and to keep your email address current. Your continued use of our Services following notification of any changes to this Privacy Policy constitutes acceptance of those changes. If you do not agree with any aspect of the updated Privacy Policy, you must immediately cease all use of our Services.

WHAT INFORMATION DO WE COLLECT?

Information you provide to us directly: Our usual practice is to collect personal information directly from you, when you complete any form, including our physical or online enrolment forms, register or apply to use our Services, or provide any other information in connection with your use of our Services. A few examples include:

- Personal details: given name(s); photograph; education background; passport number; travel and insurance details; visa status; health information, and other typical content provided as part of an application process.
- Demographic information: gender; date of birth; age; nationality; title; language.
- Contact details: correspondence address; telephone number; email address.
- Consent records: records of any consent you may have given and the subject matter of that consent.

Sensitive information you provide: We may collect or obtain sensitive information and personal information that merits higher protection directly from you (for example, information relating to a child (under 18 years of age) or your application contains health information).

Information we get from third parties: We collect or obtain personal information from authorised third parties (e.g. our authorised overseas retail partners, education providers, Immigration New Zealand, law enforcement agencies). This includes information such as public information, education or qualifications, references, competency or medical tests.

Information we collect automatically: We may collect personal information about you automatically when you visit our websites or use our Services, like your IP address and device type. Some of this information may be collected using cookies and similar tracking technologies.

Information we create in relation to performance of the Services: We may also create or obtain personal information, such as records about your interactions with us.

Information you make public: We may collect or obtain your personal information that you manifestly choose to make public, including via online channels such as social media (e.g. LinkedIn, Facebook etc.)

You can always choose not to provide your personal information to us, but it may mean that we are unable to provide you our Services.

HOW IS YOUR PERSONAL INFORMATION PROCESSED?

Where we collect personal information or sensitive information, we will only process it:

- to perform a contract with you; or
- where we have legitimate interests to process the personal information or sensitive information and these interests are not overridden by your rights; or
- in accordance with a legal obligation; or
- where we have your consent.

NZLC collects your personal information so that we can provide you our Services and any related services you may request. In doing so, NZLC may use the personal information we have collected from you for purposes related to our Services including:

- to process and administer our Services, and to help us develop, improve, manage, administer and facilitate our Services and business operations;
- to contract with authorised individuals;
- to process your personal information for NZLC's internal business purposes;
- to verify your identity and application details;
- for general internal purposes (such as record keeping, database management, training, billing);
- to assist with the resolution of any issues relating to our Services;
- to comply with all laws and regulations in all applicable jurisdictions; and
- to communicate with you.

By using our Services, you consent to your personal information and sensitive information being collected, stored, used and disclosed in this way and for any other use you authorise. NZLC will only use your personal information for purposes described in this Privacy Policy, or with your consent.

IN WHAT VERY LIMITED CIRCUMSTANCES MIGHT WE DISCLOSE YOUR PERSONAL INFORMATION?

Your personal information will not be sold, traded rented or otherwise provided to others without your consent.

We will only disclose your personal information outside NZLC and its related companies if it is necessary and appropriate to facilitate the purpose for which your personal information was collected pursuant to this Privacy Policy, including the provision of our Services, or a directly related purpose. This may include, for example, disclosure of personal information to:

- credit agencies, homestay providers, local schools, activity providers where applicable as part of your application process for our Services;
- New Zealand agencies such as Ministry of Education, NZQA, Tertiary Education Commission and Immigration New Zealand, to enable us to provide our Services; and
- third party service providers, including any sub-contractors, to enable us to provide our Services.

We will not otherwise disclose your personal information unless we believe on reasonable grounds that you have provided your authorisation. However, you should be aware that we may be required to disclose your personal information without your consent in order to comply with any court orders, subpoenas or other legal process or investigation including by tax authorities, if such disclosure is required by law. Where possible and appropriate, we will notify you if we are required by law to disclose your personal information.

INTERNATIONAL DATA TRANSFERS

When we disclose data, it may be transferred to, and processed in, countries other than New Zealand – such as Hong Kong and Singapore, where some of our data hosting servers are currently located. There may be differences with New Zealand's privacy laws. However, rest assured, where we disclose personal information to a third party in another country, we place safeguards to ensure your personal information is protected. For individuals in the European Economic Area (EEA), this means that your personal information may be transferred outside of the EEA. Where your personal information is transferred outside the EEA, it will only be transferred to countries that have been identified as providing adequate protection for EEA data (like New Zealand), or to a third party where we have approved transfer mechanisms in place to protect your personal information (e.g. by entering into the European Commission's Standard Contractual Clauses). For further information, please contact us using the details set out in the contact section below.

STORAGE AND SECURITY

We are committed to protecting the security of your personal information and we take all reasonable precautions to protect it from unauthorised access, modification or disclosure. NZLC implements and maintains security measures that are designed to provide reasonable protection against the loss, interference or misuse of your personal information and to prevent unauthorised access, modification or disclosure of that information.

WHAT ABOUT LINKS TO OTHER WEBSITES?

Our website may contain links to other websites that are not under our control. These websites may use cookies. It is the responsibility of those third parties to collect appropriate consents from you in order to permit their own cookies (to the extent this is required by law) and to inform you about the cookies they use. You should check the privacy policy on all third party websites to ensure you are comfortable with third party cookies. We have no responsibility for linked websites, and provide them solely for your information and convenience. We specifically disclaim responsibility for their content, privacy practices and terms of use, and we make no endorsements, representations or warranties about their accuracy, content or thoroughness. Your disclosure of personal information to third party websites is at your own risk.

EMAIL, TEXT AND TELEPHONE COMMUNICATIONS

We are committed to full compliance with the Unsolicited Electronic Messages Act 2007. By subscribing to emails and/or text communications, or otherwise providing your email address and/or mobile number, you consent to receiving emails and/or texts (as the case may be) which promote and market our products and services, or the products and services of others, from time to time. You can unsubscribe from our email communications and/or text communications at any time by clicking the "Unsubscribe" link in any promotional or marketing email or text received or by emailing info@nzlc.ac.nz. Once you have unsubscribed from the email or text communications, you will be removed from the corresponding marketing list as soon as is reasonably practicable.

HOW YOU CAN ACCESS OR CORRECT YOUR PERSONAL INFORMATION

It is your responsibility to ensure that the personal information you provide is accurate, complete and up-to-date.

You may request access to the information we hold about you, or request that we update or correct any personal information we hold about you, or ask us to restrict or cease processing your personal information or even delete your personal information, by setting out your request in writing and sending it to us at info@nzlc.ac.nz. We will review your request as soon as reasonably practicable to comply with our legal obligations. If we are unable to give you access to the information you have requested, we will give you reasons for this decision when we respond to your request.

RETENTION

The length of time we keep your personal information depends on what it is and whether we have an ongoing business need to retain it (for example, to provide you with a service you have requested or to comply with applicable legal requirements such as money laundering and financial reporting legislation or Ministry of Education and NZQA requirements). We will retain your personal information for as long as we have a relationship with you and for a period of time afterwards where we have an ongoing business need to retain it, in accordance with our internal retention policies and practices. Following that period, we will make sure it is deleted or anonymised. Otherwise, as a general rule, we only keep your personal information for as long as we require it for the purposes of providing you with our Services.

PRIVACY OFFICER

We take your concerns seriously. If you have any concerns about privacy or the use or collection of your personal information by NZLC, please contact our Privacy Officer at info@nzlc.ac.nz and include the words 'ATT: THE PRIVACY OFFICER' or call us on 09 303 1962. We will respond as quickly as possible (our target response is 20 working days) and handle all complaints in a way that is fair and consistent. However, if you remain dissatisfied, you can make a formal complaint with the Office of the Privacy Commissioner.

This represents our Privacy Policy as at 7 May 2021.