

## Student Agreement

Programme of study:

Commencement date:

End date:

I \_\_\_\_\_ agree to the following terms and conditions:

Pacific Hotel Management School (PIHMS) enters into a contractual relationship with its students when they accept an offer of admission for a particular programme of study. This contract governs the relationship between each student and PIHMS while that student is enrolled in that programme of study and is called the 'Student Agreement'.

These are the terms and conditions of the Student Agreement.

- You confirm that (to the best of your knowledge) all of the information provided to PIHMS by you (or on your behalf) remains accurate and complete.
- Tuition Fees for the Programme must be received by PIHMS on or before commencement date.
- You will fulfil all the requirements specified by PIHMS for the programme of study.
- You agree to be bound by the Regulations of PIHMS (as amended from time to time). An electronic copy of the Regulations are available on PIHMS web site.
- You agree to observe all statutory health and safety regulations while participating in the Programme.
- You authorise PIHMS to access and use the information from the TEC Literacy and Numeracy tests for teaching and learning purposes.
- You authorise PIHMS to supply significant others a report on potential risks (health or wellbeing), academic progress or financial matters. (e.g. parents, caregivers or financial sponsor as indicated in your enrolment) Yes  No
- You authorise PIHMS to publish photos and videos taken of you whilst on a programme. Yes  No
- You agree that Lockdown Browser and Respondus software will be installed on your electronic device during orientation.

### 1. Withdrawal and refunds

Refunds of tuition fees will be made in accordance with the Withdrawal and Refund Policy and Procedure.

- Tuition Fees will not be refunded and will be forfeited to PIHMS if you decide to abandon the Programme or if you are suspended or dismissed for misconduct.
- **International** students should you withdraw from the Programme up until the end of the tenth working day after the official commencement date of the Programme for whatever reason, the Tuition Fees paid by yourself shall be refunded in full less a deduction for costs incurred by PIHMS, up to a maximum of 25% of the fees paid. PIHMS must be able to justify the deduction.
- **Domestic** students should you withdraw from the Programme up until the end of the tenth working day after the official commencement date of the Programme for whatever reason you are entitled to a refund of the payment (or the sum of any payments) that exceeds \$500 or 10% of the amount of that payment or the sum of those payments, whichever is the lesser.
- **Administration Fee** A portion of your paid administration fee may be retained if you withdraw from the programme prior to course commencement.
- **Uniform** After course commencement if you choose to withdraw you may be charged for your PIHMS uniform if this has had alterations and cannot be on sold.
- If your visa application is rejected after having paid the Tuition Fees for the Programme and a copy of the official notification of rejection is provided to PIHMS prior to the commencement of the Programme, the full Tuition Fee paid will be refunded.
- By accepting a place in a programme at PIHMS, there is an obligation to pay your fees for the year.
- If your visa is withdrawn or not renewed for any reason after the refund period of the Programme, any Tuition Fees paid will not be refunded and will be forfeited to PIHMS.
- Where a student decides to discontinue his/her studies in a course or where a student is withdrawn by PIHMS. By default as per the NZQA Student Fee Protection (SFP) rules 4.2 and 4.3 in effect since 12th April 2021: 4.2 In the following situations a Student must be treated as having withdrawn, within the Refund Period, from a Course in which the Student was enrolled with a Provider: (a) where the Student fails to attend or participate in the Course; or (b) where the Student

attends or participates in the Course during the Refund Period, but stops attending or participating in the Course before the end of the Refund Period. 4.3 Rule 4.2(b) does not apply where the Student attends or participates in that Course after the end of the Refund Period.

## 2. PIHMS requirements

- To meet statutory and legal student fee protection and refund requirements PIHMS will adhere to the rules and regulations as contained in NZQA Student Fee Protections Rules 2013 and Section 234 and 235 of the Education Act 1989 and amendments to Part 18 under the Education Amendment Act 2011.

## 3. Insurance (Applicable to International students only)

- Travel and medical insurance is compulsory for all International students for the period of their visa. As specified in the Education (Pastoral Care of International Students) Code of Practice 2016. (The Code).

## 4. Accommodation

**You are required to live on campus for the first two years of the Bachelor of Applied Hospitality and Tourism Management (Level 7).**

- Accommodation Fees for the Programme must be received by PIHMS before the commencement date of the programme.
- On-site accommodation costs must be paid one month in advance (for duration of the programme).
- CCTV is in operation within the accommodation blocks. Its purpose is for the safety and wellbeing for all on campus, reducing and deterring inappropriate behaviour and the identification of unauthorised persons on campus.
- Where PIHMS staff have reason to believe a student is breaching expected standards within the Student Code of Conduct or endangering themselves or others, PIHMS reserve the right to perform an accommodation inspection.
- Accommodation staff are available for students 24/7.
- There are regular welfare checks by housekeeping staff during room servicing. If a cause for concern is observed this will be reported to the Pastoral Care Coordinator and or Accommodation member of staff and Senior Management and a welfare management plan will be put in place.
- You will abide by the house rules (as supplied) of the accommodation.

Refunding of accommodation fees:

- Accommodation Fees will not be refunded and will be forfeited to PIHMS if you decide to abandon the Programme or if you are suspended or dismissed for misconduct.
- Should you withdraw from the Programme within ten (10) working days after the official commencement date of the Programme for whatever reason, the unused Accommodation Fees paid shall be refunded in full.
- If your visa application is rejected after having paid the Accommodation Fees for the Programme and a copy of the official notification of rejection is provided to PIHMS prior to the commencement of the Programme, the full Accommodation Fee paid to date will be refunded.
- If your visa is withdrawn or not renewed for any reason after the refund period of the Programme, any Accommodation Fees paid will not be refunded and will be forfeited to PIHMS.

## 5. Concerns or complaints

Code signatories are required to have formal processes for handling student complaints, and to make sure these are accessible to students. If an international student has a complaint about their providers' compliance with the Code of Practice, they should try and resolve it by referring to the Student Concerns and Complaints procedures in the first instance (available on request). If complaint is not resolved, a complaint can be raised with: NZQA - 0800 697 296

**Financial or contractual disputes** –iStudent 0800 00 66 75 or +64 4 918 4975

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\_\_\_\_\_  
Date \_\_\_\_/\_\_\_\_/\_\_\_\_  
Signature of Student

\_\_\_\_\_  
Date \_\_\_\_/\_\_\_\_/\_\_\_\_  
Signature of parent (If under 18)

### Checklist

- Administration fee of \$750 paid within 21 days of this offer of admission.
- Credit Recognition paperwork completed (where applicable)