

ENROLMENT TERMS AND CONDITIONS

Verified Documents

Copies of all your original documentation attached must be sighted and signed as true and accurate copies of the original by a person authorized to do so, such as a Justice of the Peace or Lawyer or Skills Update authorised agent.

Fees

Course fees paid in advance to Lifeskills are held in a Trust Account maintained by the Public Trust, an approved independent trustee owned by the Crown and overseen and managed by the New Zealand Government. This arrangement has been accepted by the New Zealand Qualifications Authority (NZQA) as meeting the requirements of the Education and Training Act 2020 and the NZQA Student Fee Protection Rules 2022.

Withdrawals

Applications for withdrawals from the programme of study must be made in writing to Skills Update. Email details will be available from the campus you have enrolled.

Programmes that are 3 months or longer in duration:

Withdrawal Period	Refund Amount	Admin Fee*
Early Withdrawal -Within 10% or two weeks (whichever is earlier) of programme start date. Date stipulated in your offer of place	Fees paid less administration fee	\$250
After 10% or two weeks (whichever is earlier) of programme start date	No Refund	Nil

*For programmes with zero fees, an invoice for the administration fee will be issued on the acceptance of the early withdrawal. Applicable to students enrolled in level 3 or above programmes.

Programmes that are less than 3 months in duration:

Programme Length	Withdrawal Period	Refund Amount
For programmes of two days or fewer	None	No refund
For programmes of more than two days but under five weeks	Up to the end of two calendar days of the programme commencing	50% of the amount the student paid in respect of the programme
For programmes of five weeks or more but less than three months	Up to the end of the five calendar days of the programme commencing	75% of the amount the student paid in respect of the programme

Refund Account

When a student is entitled to a fees refund, the refund will be made to the source of the fees. If the fee is paid by Studylink or TEC Fees Free Scheme or a Scholarship, the fees will be directly refunded to the source, and you do not need to do anything. We are unable to refund these fees directly to the student or their nominated bank account.

Fees paid using personal funds - refunds are paid directly into your nominated bank account. It may take up to 10 working days for your fees to arrive in your nominated bank account.

Student Declaration

The purpose of the Student Declaration is to make sure that:

- You understand the student fee protection arrangements that have been put in place by us to protect your student fees,
- You understand what happens to any refunds (if there are any) of your student fees if a course closure event occurs; and
- You provide the necessary information about yourself and your student fees.

By signing the Student Declaration, you are agreeing that:

- You are aware that Skills Update has entered into the Student Fee Protection Static Trust Deed with Public Trust ("Trustee") for the protection of your Student Fees ("Trust Deed").
- You understand that if a course closure event occurs, it will be the Trustee's duty to ensure the correct amounts of any refunds (if there are any), are distributed to entitled students in accordance with the Trust Deed and the New Zealand Qualifications Authority Policy. As such, your refunds may need to be paid to another school if you enrol in another course (the alternative provider), your student loan provider such as StudyLink (the loan provider), yourself, or anyone else who should be paid your refund (such as any person who may have paid your fees for you) (the third party).
- You understand that personal information about yourself will be given to the New Zealand Qualifications Authority, the Trustee, and the Auditors of Skills Update.
- You undertake to pay all fees as they become due, and to meet any late fees and collection charges associated with debt recovery

I acknowledge and agree that:

If a course closure event occurs and I transfer to an alternative provider with the approval of the Qualifications Authority, any amount agreed by me, up to the entitled student amount attributable to me will be transferred from the Trust Fund to that alternative provider;

- if a course closure event occurs and I owe money to a loan provider (as set out below) in respect of that course, the Trustee is authorised to repay the tuition fees portion of the entitled student amount attributable to me, less any amount transferred to an alternate provider, directly to that loan provider to the extent required to settle the amount due to the loan provider;
- subject to (a) above, if a course closure event occurs and the Trustee refunds any amount directly to me, the Trustee will refund the entitled student amount attributable to me by way of direct credit to my bank account or cheque posted to my last known postal address notified to the Trustee;
- if another party is entitled to receive any refund of the entitled student amount attributable to me, I will provide the Trustee with the contact details of that party (as set out below) to which the refund should be sent,
- personal information about me and information about my student fees may be supplied by Skills Update to the Qualifications Authority, Auditor, or the Trustee or by the Trustee or Auditor to the Qualifications Authority,
- my information will be held by Skills Update
- after the payments contemplated in (a), (b) and (c) above have been made, the trusts on which the Trustee was holding the Trust Fund will have been discharged,
- any interest earned on the Trust Fund prior to payment under (a), (b) or (c) above will vest in and be payable to Skills Update for its own benefit, and I will have no claim to such interest; terms used in this student acknowledgment shall have the meaning as defined in the Student Fee Protection Static Trust Deed between Skills Update and the Trustee, a copy of which has been made available to me by Skills Update (the "Deed").

Programme/ Course Cancellations

Lifeskills Limited reserves the right to cancel a programme or course intake where the management has determined that enrolments in the programme are insufficient or due to exceptional circumstances.

Privacy

Lifeskills collects and stores information from this form to:

- manage the business of Lifeskills (including internal reporting, administrative processes and selection of scholarship and prize winners)

- comply with the requirements of the [Education and Training Act 2020](#) and other legislation^[1] relating to maintenance of records
- supply information to government agencies and other organisations as set out below.

In signing this enrolment form you authorise the disclosure of your personal information on the understanding that Lifeskills will comply with the legal requirements in relation to the use and disclosure of personal information, as set out in the Privacy Act 2020, the Education and Training Act 2020 and other relevant legislation. You are entitled to see any information that Lifeskills holds about you and request to correct any errors in that information. To do so, contact the Admissions team.

NB: The Privacy Act 2020 has the stated aim of protecting the privacy of individuals. It also governs the collection, use, storage, and disclosure of personal information.

The Privacy Act requires Lifeskills to collect, hold, handle, use and disclose personal information in accordance with the twelve information privacy principles in the Act.

<https://www.legislation.govt.nz/act/public/2020/0031/latest/LMS23342.html>

Supply of information to government agencies and other organisations
Lifeskills supplies data collected on this form to government agencies, including:

- The Ministry of Education
- Education New Zealand
- The New Zealand Qualifications Authority
- The Tertiary Education Commission
- The Ministry of Social Development (in relation to student loans and allowances) and Inland Revenue (student loans)
- Immigration New Zealand (for those who are not New Zealand citizens or permanent residents) and the Ministry of Business, Innovation and Employment
- Agencies which support particular students through scholarships, payment of fees or other awards (if you are a recipient of one of these awards).

These agencies use the data collected from Lifeskills to:

- administer the tertiary education system, including allocating funding and the administration of the Fees-Free and Fees-Free Trades Training initiatives,
- develop policy advice for government, and
- conduct statistical analysis and research.

Your personal details (name, date of birth and residency) as entered on this form will be included in the National Student Index and may be used in an authorised information matching programme with the New Zealand Birth Register.

The government agencies above may supply data collected on this form to Statistics New Zealand for the purposes of integrating data with data collected by other government agencies, subject to the provisions of the Statistics Act 1975. Integrated data is used for the production of official statistics, to inform policy advice to government and for research purposes.

In handling data supplied by you on this form, the government agencies are required to comply with the provisions of the Privacy Act 2020.

Data storage – data collected from tertiary education organisations is now stored in the Cloud. Student enrolment and course and qualification completion data is stored in a Microsoft datastore based in Sydney, Australia.

When required by law, Lifeskills releases information to government agencies such as the New Zealand Police, Department of Justice, Ministry of Social Development, and the Accident Compensation Corporation (ACC).

Information collected on this form may be supplied to other educational organisations for the purpose of verifying academic records.

Images and Video Disclaimer

- I acknowledge that during my enrolment my image and personality may be captured on photograph, video, or audio.
- Lifeskills may use these images, videos, or derived artwork for promotional and other business purposes in print and electronic media.
- I consent to the use of images and/or audio on film, video, photographic or any other form of electronic recording taken of me. I acknowledge that I do not have copyright of these images and recordings and that ownership of these images and recordings resides with Lifeskills.
- I agree and understand that the use or reproduction of any of these images and recordings will be without acknowledgement and without me being entitled to remuneration or compensation.
- I understand and agree that I will notify Lifeskills if I decide to withdraw this permission.

Please tick below only if you decline the disclaimer for the use of your images and video. Please note: if you decline the disclaimer, you will assume responsibility for ensuring you are not included in any videos or photography taken by staff.

☐ I decline the Image and Video Disclaimer

Vaccinations

I acknowledge that some employers especially for Health and Wellbeing programmes might require me to be fully vaccinated against Covid 19. I understand that if I am not vaccinated and the mandates or requirements for vaccination change, I might not be able to complete the programme of study and achieve the qualification. I further understand that Lifeskills Group will not provide any refund after the withdrawal period if I am unable to complete the programme due to vaccination requirements.

Authorised Representative (Youth Guarantee 16 years and over old)

I hereby appoint the person specified below as my authorised representative. This allows the person to access my personal information including but not limited to attendance, academic progress, receive correspondence, make enquiries and if applicable receive payments (travel allowances) on my behalf. I understand this authority will remain in force until my enrolment including any extensions are complete or I revoke the authority in writing to Lifeskills Group.

REPRESENTATIVE NAME	
RELATION TO YOU	
PHONE NUMBER	
EMAIL ADDRESS	
ADDRESS	

Communications Disclosure Statement

Your contact details are protected under the Privacy Act 2020 and Unsolicited Electronic Messages Act 2007. Skills Update will only use your mobile phone number and email address for the following:

- General correspondence,
- Reminders,
- Impression surveys to help us improve your experience,
- Class updates (e.g., change of class times),
- Graduate feedback surveys,
- Notification of other courses you may be interested in, and
- Any relevant promotions and marketing communications.