

Terms and Conditions of Enrolment for International Students

These terms and conditions form an important part of the contract between you and Toi Ohomai, a business division of Te Pūkenga – New Zealand Institute of Skills and Technology (Te Pūkenga), and are legally binding on you. If, for any reason, you need to alter or cancel the terms of your enrolment, this must be done in writing on the appropriate Toi Ohomai form. If you do not understand any part of these terms and conditions, please immediately contact the staff in the International Centre at Toi Ohomai.

Note: Te Pūkenga was established on 1 April 2020 as part of a reform of vocational education and was Toi Ohomai's parent until close of business 31 May 2022. With effect from 1 June 2022, the operations of Toi Ohomai are now a separate business division of Te Pūkenga. By the end of 2022, all of New Zealand's Institutes of Technology and Polytechnics will become part of Te Pūkenga. We are working hard to standardise the multitude of systems, terms and conditions, regulatory frameworks, policies and procedures that exist across the network. When you enrol in Toi Ohomai, you are enrolling in Te Pūkenga. However, a large number of the policies and procedures that were applied by Toi Ohomai before 1 June 2022 will continue to apply until Te Pūkenga replace policies with a national policy. We will keep you informed of any proposed changes and what this means for you. In the meantime, we will continue with business as usual, which is to support all our learners to succeed in their chosen area of study. All references to Toi Ohomai in these terms and conditions are references to the Toi Ohomai business division of Te Pūkenga.

Disclaimer

Toi Ohomai reserves the right to cancel, postpone or change the delivery of any of its programmes and/or courses and shall not be liable for any claim other than a claim for the proportion of the course/programme fees which the cancelled portion bears. Some courses and programmes may be dependent upon formal approval, Ministry of Education funding allocation, resource availability and number of enrolments.

Toi Ohomai shall use its best endeavours to ensure the safety, health and wellbeing of its students but will not be liable for any damage or harm caused to the student or the student's property where the causes are outside of Toi Ohomai control or where the student has acted recklessly. Toi Ohomai will not be responsible for students aged 18 years and over when they are off campus.

Smoke Free

Toi Ohomai supports a healthy and safe learning environment where students can thrive, therefore, all Toi Ohomai sites and facilities are completely smoke free.

Enrolment Policy

By accepting the terms of this Offer Letter, the student understands, agrees and undertakes that:

- It is their responsibility to meet the Toi Ohomai enrolment requirements (including meeting any entry and admission criteria).

- If the student does not complete and sign the Toi Ohomai Enrolment Form correctly when they arrive at Toi Ohomai, and/or provide all requested documentation, the student's Application may not proceed or it may be delayed until such requirements are met.
- The student will abide by the statutes, policies, procedures, rules and regulations of Toi Ohomai, including the Toi Ohomai Student Code of Conduct and health and safety requirements.
- The student will observe all the attendance requirements of the programme of study they have chosen.
- The student will immediately notify Toi Ohomai of any changes to their personal details including postal address and contact details.
- The student acknowledges that any changes they make to their chosen programme of study may have implications on their visa status.
- The student authorizes Toi Ohomai to collect information concerning the student from any person, agency or organization, including but not limited to, medical information; educational and welfare information; financial information including bank account details or debt and income details.
- The student agrees to sign all consents necessary to enable Toi Ohomai to discharge its duties to the student, including but not limited to, medical consents, so that Toi Ohomai can contact and discuss personal medical issues concerning the student with the student's emergency contact.

Change of Personal Details

It is important that Toi Ohomai has an up to date record of the student's current personal details at all times. If the student changes any of their personal details, including their emergency contact details, address, phone number, email, or even their name, they must immediately notify Toi Ohomai via info@toiohomai.ac.nz or by completing the Toi Ohomai Change of Personal Details form available on the Toi Ohomai website www.toiohomai.ac.nz or with the Toi Ohomai Information Centre or Faculty Administrator.

NOTE: that for a change of name, sufficient Proof of Name Change is required.

Refunds

A refund of enrolment fees, if applicable, is determined by the following:

- If you have accepted a place at Toi Ohomai and have an approval in principle of a visa which is then declined by Immigration New Zealand, you will be entitled to a full refund of fees paid, however, you will be charged an administration fee of \$500.
- If you have accepted a place at Toi Ohomai, paid your fees and then withdraw one month or more prior to the commencement of the programme (as per the date on offer letter), you will be entitled to a full refund of fees paid less any taxes and other costs incurred and less an administration fee of \$500.

- If you have accepted a place at Toi Ohomai, have paid your fees and have been issued a visa, and then if you withdraw during the month before the programme start date, you may be entitled to a refund of 70% of the fees paid less any taxes and other costs incurred and less an administration fee of \$500. The refund in this situation will only be made after consideration by Toi Ohomai of your individual situation and reason for withdrawal.
- If you withdraw after the programme has started, you will be charged an administration fee of \$500 and you will not be entitled to a refund of fees paid (except where there are exceptional mitigating circumstances and in this case, the refund will be at the discretion of Toi Ohomai, up to 70% of fees paid, less any taxes and other costs incurred and less an administration fee of \$500). Toi Ohomai requires documentary evidence to support the case for exceptional mitigating circumstances e.g. a medical condition evidenced by a recommendation from a hospital/specialist that states you are unable to continue or return within a reasonable timeframe (NOTE: statements from a general practitioner will not be considered adequate evidence).
- Toi Ohomai is a business division of Te Pūkenga which is a signatory to the Code of Practice. Should Te Pūkenga cease to be a provider or a signatory to the Code, Te Pūkenga will refund fees paid for the balance of the enrolment.”

The date you formally withdraw from your course or programme is the date you complete, sign and submit your Withdrawal Form to Toi Ohomai, not the last day you attend class. You will find the Refund Policy on our website. Look for “Toi Ohomai Regulations” under the “About Us” tab. You will find the International Student Withdrawals and Transfer Fees Schedule, as well as the Student Code of Conduct and other important documents. Please contact us if you have any questions on this policy toiohomai.ac.nz/study/fees-toi-ohomai

Student Identification Card

Toi Ohomai issues student identification cards to all students enrolled in full time study of more than 12 weeks (or on request for part-time students). In order to receive a student identification card, students must have their photograph taken (free of charge) immediately upon arriving at Toi Ohomai. If the student is returning, no photograph is required.

Issues or Concerns

If you have any concerns or issues that you want to raise, including enrolment or financial concerns, you can find more information about our complaints process [here](#).

Privacy of Personal Information

Toi Ohomai complies with the Privacy Act 2020; this means, a student’s personal information is collected, held and used for a legitimate purpose associated with that student’s enrolment, study, graduation and post study. A personal student’s information may also be required for

legal and commercial reasons and from time to time Toi Ohomai may need to disclose some of a student’s personal information held to other organisations or government agencies, such as, the Ministry of Education, Audit New Zealand, New Zealand Qualifications Authority, Ministry of Social Development, Inland Revenue, Immigration New Zealand, Industry Training Organisations, the Tertiary Education Commission, industry licensing and registration bodies, other tertiary institutes or providers of work experience. Toi Ohomai also publishes lists of graduates. In accepting an offer to study from Toi Ohomai, the student authorises Toi Ohomai to collect and hold their information, and where required, release such information to appropriate authorities and organisations as described above. The student may request Toi Ohomai amend their information as and when required. Toi Ohomai may also capture photographs of its students and in accepting an offer to study with Toi Ohomai, the student authorizes Toi Ohomai to use any photograph that the student may feature in, in any printed or digital marketing material. All photographs featuring students will be used in a tasteful, relevant and culturally sensitive manner

[Read our privacy policy.](#)