

# Toi Ohomai Domestic Student Terms and Conditions of Enrolment

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. Please also refer to the website for more information (links on page 8). These terms and conditions form an important part of the contract between you and Toi Ohomai and will be legally binding upon your enrolment being accepted or confirmed by Toi Ohomai. 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 contact the staff in the Information Centre or any campus reception.

*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 by notifying you as soon as possible. In such case, Toi Ohomai will refund fees in full. However, no claims for damages, costs or expenses resulting from the changes to the programme/ course/s will be considered.

## Smoke Free

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

## Enrolment

To qualify as a domestic student and to be entitled to the government tuition subsidy, you must be a citizen of New Zealand (this includes residents from the Cook Islands, Tokelau or Niue). Alternatively, you must prove that you are a permanent resident of New Zealand, or a citizen or permanent resident of Australia residing in New Zealand (for the required period).

Your enrolment with Toi Ohomai is not complete unless all enrolment requirements are met including meeting any entry and admission criteria, paying or arranging for payment of fees, providing proof of identity and any other required documentation, signing the enrolment form

(or accepting an online offer) and attending timetabled classes. Any delays in providing the required information or conditions may delay your enrolment being completed.

If your enrolment is not completed by the date your programme/course starts, you will only be accepted with the agreement of the manager of the programme.

You may withdraw from your course or programme at any time, however, depending on when you withdraw, you may not be eligible for a refund of fees and your academic record may show a fail grade. See the Withdrawal and Changes to the Enrolment sections or check the appropriate policies and regulations on the website for more information. Please note that any changes to your enrolment may have implications on your student loan and/or student allowance entitlements (i.e. a course withdrawal may affect ongoing student allowance eligibility). Please discuss this with staff at the Information Centre or any campus reception.

When enrolling at Toi Ohomai you agree to comply with the statutes, policies, procedures, rules and regulations of Toi Ohomai, including the Toi Ohomai Student Code of Conduct. You are also agreeing to attend classes that are required, and undertake all assessment tasks as set out in the programme regulations.

Once your enrolment is completed, you will be issued with a Toi Ohomai Student ID card enabling you access to student services including printing services, internet and computer access and access to classrooms.

## Proof of name, date of birth and citizenship

An original or a certified copy of one of the following documents MUST be provided with your enrolment as proof of name, date of birth, and citizenship:

- New Zealand passport;
- Overseas passport with Returning Resident's Visa; and/or
- Birth certificate stating place of birth. To obtain a birth certificate contact Births, Deaths and Marriages on 0800 225 252. As at April 2020 birth certificates cost \$33.

Forms can be downloaded from [www.bdm.govt.nz](http://www.bdm.govt.nz)

If your legal name differs from that on your passport or birth certificate, then a marriage certificate, deed poll certificate, statement of whakapapa (including date of birth) signed by kaumātua, or certificate of citizenship will also need to be provided.

A certified copy is a photocopy of your original document, signed as being a true and accurate copy by a: Justice of the Peace (listed in the Yellow Pages); Barrister or Solicitor; Member of Parliament; or Registrar or Deputy Registrar of the Courts.

The following information must be included on the copy for it to be a certified copy of an original document:

- The words "original sighted";
- Name, position and signature of the person sighting the original document;
- Date the original document was sighted; and
- Stamp or handwritten confirmation of the institution/organisation/name of person

## Payment of fees

Once you are accepted onto a programme, you will be invoiced for the fees owing and you are required to pay these in full or arrange to have them paid by StudyLink, third party or payment agreement before the programme start date. If you are using a third party to pay your fees, please attach the Order or Payment form, or other proof of payment, to the enrolment form. If you do not do this, your fees will be invoiced directly to you. You will be personally liable to pay the balance of any fees owing if a third party only pays part of the fees.

If payment or arrangements to pay fees have not been made within two weeks of the programme start date a formal debt collection process will be initiated. If a debt collection agency becomes involved, you will be liable to meet all legal and other collection costs incurred by Toi Ohomai. If fees are not paid, your access to the Toi Ohomai computer network and library will be cancelled. In such cases you will receive notification and have the opportunity to arrange payment.

You will not be eligible to graduate or receive formal recognition of any award until your fees or outstanding debts to Toi Ohomai have been paid in full.

If you have any concerns about this, please discuss these with your tutor or the staff at the Information Centre or any campus reception.

## Withdrawal and refund policy

If your course or programme is cancelled by Toi Ohomai, your fees will be refunded in full.

If you do not participate in any of the scheduled learning activities of a particular course during the first 10 per cent of the delivery period or the first month (whichever is the lesser), you will be automatically withdrawn from the course as a “no show”.

If you withdraw, by completing and submitting the withdrawal form, anytime in the first 10 per cent of the course delivery period or one month (whichever is lesser), you will be able to claim a refund.

If you withdraw from your course outside of this period, you will not normally be eligible for a refund of fees, however this may be reconsidered on a case by case basis where there are exceptional circumstances.

Should Toi Ohomai owe a refund of all or part of your fees then that refund will be repaid to you or, in the case of a student loan arrangement, to StudyLink. Where a third party has paid your fees, the refund shall be repaid directly to that third party (such as an employer).

Toi Ohomai may require up to four weeks for the processing of any fee refund. Administration fees may apply – please refer to the website for more information e.g. enrolment regulations, policies and fees schedule.

A change of programme or course requires discussion with the person that heads up your study area (Associate Dean, Academic Leader). An administrator can assist you to make appointments. All changes must be made in writing. Such requests must be submitted on or within the first 10 per cent of the delivery period of both the course you are currently enrolled on, and the course to which you wish to transfer.

If you elect to transfer from one programme/course to another, your fee for the original programme/course may be credited against the fee for the new programme/ course. If course materials have been issued for the original programme/course, this will be assessed as part of any fee transfer.

As withdrawing or transferring to another programme/course may affect your student loan or allowance eligibility, Toi Ohomai requires that you contact StudyLink to advise them of the change. Their contacts: 0800 88 99 00 or [www.studylink.govt.nz](http://www.studylink.govt.nz).

## Change of detail

It is important that Toi Ohomai has a record of your current personal details. If you change your name, you must let us know and attach proof of your name change. If you change your address or emergency contact details, you must contact us with your updated information; alternatively, complete the Change of Personal Details Form available on our website, via My Enrolments, or talk to one of the staff at the Information Centre or any campus reception.

## Privacy of personal information

Toi Ohomai collects and stores study and enrolment information to comply with government statutes and regulations. Your information may also be used to determine appropriate programmes of study, and for reporting purposes. Your information may be sought from other educational organisations for the purpose of verifying academic records. When required by law, Toi Ohomai will release information to government agencies as directed.

Information may also be disclosed to other agencies, such as (but not limited to) the Ministry of Education, Audit New Zealand, New Zealand Qualifications Authority, Ministry of Social Development, Inland Revenue, Immigration New Zealand, Industry Training Organisations, industry licensing and registration bodies, other tertiary institutes, and providers of work experience, where applicable. Toi Ohomai also publishes lists of graduates. In signing this form, you authorise the release of information as may be required.

Toi Ohomai complies with the Privacy Act 2020. You may request amendment of any errors in the information about you, held by Toi Ohomai.

At times, Toi Ohomai captures photographs of its students. Signing this form gives Toi Ohomai the right to use any photograph in which you may feature, in any marketing material, including printed and digital. Any photographs taken will be used in a tasteful, relevant and culturally sensitive manner.

Please note that your name, date of birth, and residency as entered in My Enrolments or your Enrolment Form will be included in the National Student Index and will be used in an Authorised Information Matching programme with Births, Deaths and Marriages. Visit [www.nsi.govt.nz](http://www.nsi.govt.nz) for more information.

[Read our privacy policy.](#)

## ID card photograph

In order to receive your ID card you must either have your photograph taken (free of charge) at any Toi Ohomai campus or provide a high resolution head shot digital photograph.

If supplying a photo please also provide your full name, date of birth, student or NSN number (if you have one) to [idcard@toiohoma.ac.nz](mailto:idcard@toiohoma.ac.nz).

If you are a returning student another photograph may not be required. Please check with the Information Centre or any campus reception.

## 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](#).

### Definitions

Qualification means either a certificate, diploma, degree, conjoint degree, graduate certificate, graduate diploma, postgraduate certificate, postgraduate diploma or master's degree approved by Toi Ohomai or NZQA, and awarded by Toi Ohomai and/or NZQA.

Programme means a self-contained block of study or training or a combination of courses with which a student is required to be credited in order to be awarded a specified qualification.

Course means a self-contained block of study for which credits are granted upon successful completion.