

## TERMS AND CONDITIONS OF ENROLMENT (INTERNATIONAL)

### 1. ENROLMENT CONDITIONS

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- 1.1** These terms and conditions, the attached course schedule and EFTL published policies and rules (**EFTL Rules**) set out the terms and conditions of enrolment (**Terms**). In the event of any conflict between these Terms and the attached course schedule or EFTL Rules these documents will take precedence in the following order; course schedule, Terms, EFTL Rules.
- 1.2** These Terms form a binding contract between the Eagle Flight Training Limited trading as Aviation School of New Zealand (**EFTL**) and students accepted for enrolment at EFTL. In completing an application to enrol at EFTL and accepting an Offer of Placement you acknowledge that you have read and agree to these Terms.
- 1.3** Students are also required to strictly adhere to the following:
- (a)** Civil Aviation Authority of New Zealand Civil Aviation Rule (**CAA Rules**); and
  - (b)** New Zealand Qualifications Authority rules (**NZQA Rules**) that impact on EFTL's flight school;
- 1.4** In the event of any conflict between these Terms and the CAA Rules or NZQA Rules these Terms will prevail.
- 1.5** Completion of an application to enrol in no way binds EFTL and EFTL reserves the right to refuse or reject any application to enrol. Some courses offered by EFTL require applicants to hold particular qualifications before being able to undertake a particular course (**Pre-Qualification**). EFTL acknowledges that Pre-Qualification may be supported by qualifications achieved overseas. However, all previously achieved aviation qualifications will require authentication by the Chief Flying Instructor or the New Zealand Civil Aviation Authority before an enrolment is accepted.
- 1.6** Once an application to enrol has been received successful applicants will be sent:
- (a)** A conditional Offer of Placement (including a Terms, EFTL Rules and information on the EFTL flight school);
  - (b)** A letter to New Zealand Immigration Service;
  - (c)** An invoice for selected course fees (including administrative fees and if applicable accommodation fees)
  - (d)** Information on the Public Trust and instructions on how to deposit funds with the Public Trust and authorise release of those funds to EFTL.
- 1.7** On receipt of an Offer of Placement in order to accept the placement, prior to starting your selected course you must deposit the full amount of fees for the selected course with the Public Trust and authorise release of those funds to EFTL. On payment of the fees in full into the Public Trust account the applicant will be sent a receipt of fees, including administrative and any accommodation fees. Enrolment is then complete.

- 1.8** The Offer of Placement is valid up to 10.00am on the start date of the course you have nominated. Remittance of the fees in full constitutes your acceptance of the Offer of Placement. EFTL may enrol students after the Offer of Placement has expired, but EFTL reserves the right to alter terms of enrolment, including course start dates and fees. You are not entitled to tuition until the enrolment process has been completed.
- 1.9** If you wish to alter the agreed period of enrolment, written advice of the new dates must be provided to EFTL at least one month before the original commencement date or the new commencement date, whichever is the sooner.
- 1.10** You are responsible for arranging all visas and travel necessary to take up the enrolment. However, if EFTL send you an Offer of Placement EFTL will also provide a letter to New Zealand Immigration Service to assist you. EFTL can also refer you to an immigration agent if further assistance is required.
- 1.11** You must abide EFTL Rules CAA Rules and NZQA Rules for the period of enrolment.

## **2. ACCOMMODATION**

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- 2.1** Accommodation during the course is not included in the courses offered by EFTL. If you have completed the accommodation section in your application to enrol indicating that you require accommodation we will arrange accommodation for you. Accommodation provided may include home stay accommodation.
- 2.2** You will be responsible for any damage caused to property associated with any accommodation that EFTL arranges for you. EFTL may use any bond received to effect repair or replacement of damaged property. In circumstances where the bond does not meet total cost of repair or replacement you agree that EFTL may invoice you for this cost and you will pay such cost on demand.

## **3. COURSE CURRICULUM**

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- 3.1** Subject to condition 3.4, courses provided by EFTL cover the minimum legal requirements in New Zealand for the particular licence or rating covered by each course. In the event of any dispute as to the quality of services provided by EFTL, provision of services that meet the minimum legal requirements for a particular course will be a complete defence of any claim.
- 3.2** EFTL reserves the right to alter course arrangements and curriculum at any time. While all reasonable effort will be made to provide timely advice of changes to you, this may not always be possible.
- 3.3** Course provided by EFTL are set to a published timetable. Completion of courses and achievement of any licence or rating requires you to attend at least 98% of classes and completion of practical and administrative requirements. Completion of accurate, up to date and comprehensive flight information in your pilot's log book is mandatory. Failure to keep log books up to date or the inclusion of false recordings will result in disqualification from the course.
- 3.4** In the event that any extra time or resources of EFTL is utilised outside published timetables or to assist you to complete practical and administrative requirements of the course, EFTL may charge you additional fees (before applying the extra time and resources) which will be due and payable when invoiced.

- 3.5** EFTL's instructor rating course does not include the first 100 hours of instructional flying under direct supervision required to provide flight instruction under CAA Rules. Students who complete Instructor Rating (c-cat) may be employed by EFTL. However, EFTL is not obliged to employ students and makes no guarantee of employment with Eagle Flight Training Limited or any other flight school or employer.
- 3.6** While you are expected to complete your elected course within the times set down in EFTL's published timetable, if it becomes apparent that you may not complete the course before your visa is due to expire, EFTL may at its sole discretion apply to New Zealand Immigration Service for an extension of your visa.

#### **4. PAYMENT OF FEES**

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- 4.1** Course and administrative fees for the entire enrolment period (including re-enrolments) must be paid within 14 days of invoice, at least five working days before commencement of the study programme, or immediately upon enrolment, whichever occurs first.
- 4.2** The fee schedule may be reviewed from time to time and changes in fees will take effect for existing students from the next scheduled payment.
- 4.3** All course and accommodation fees are calculated in complete weeks. For calculation purposes, part weeks are counted as complete weeks.
- 4.4** Accommodation fees (if applicable) shall be paid in accordance with any invoice provided by EFTL.
- 4.5** Days when circumstances beyond EFTL's control prevent normal operation (including, but not limited to, natural disaster and civil emergency) are considered as normal operating days.
- 4.6** Fees may be paid by telegraphic transfer, to the following bank account:

Bank: Bank of New Zealand  
Account Name: Public Trust – Eagle Flight Training  
Account Number: 02-0536-0305865-01  
Swift Code: BKNZ NZ22

#### **5. CANCELLATIONS AND REFUNDS**

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- 5.1** All cancellations must be made in writing.
- 5.2** Before commencement of the course:
- (a)** If you cancel your enrolment prior to the intended start date of your course, you will be entitled to a refund of all course fees.
- (b)** You may request a transfer to a different course without penalty and without incurring additional administrative costs.
- 5.3** After commencement of the course:

- (a) If your course is of 3 months or more and you wish to cancel further study within ten working days after the first day of the course, the school may retain up to 25% of the course fees.  
Costs that may be claimed for deduction from the refund:
- Tuition fees, including amounts for the report education levy, recruitment, marketing, agents' commission and overhead costs
  - Course related payments, including examination fees and costs of books and uniforms
  - Administration fees and registration fees
  - ESOL (English for Speakers of other Languages) support
  - Student services fees
  - Airport pickup
  - Accommodation
- (b) If your course is of 3 months or longer, if you cancel or withdraw after the first 10 working days day of the course, refunds will only be made at the sole discretion of the EFTL's director of flight training.
- (c) If the course duration is less than 5 weeks and you withdraw upto the 2<sup>nd</sup> day of the course, the school may retain up to 50% of the course fees.
- (d) If the course duration is between 5 & 12 weeks and you withdraw by the 5<sup>th</sup> day of the course, the school may retain up to 25% of the course fee.
- (e) If EFTL cancels your course at any time in accordance with clause 12, a refund will only be made at the sole discretion of EFTL's director.

#### 5.4 Leave:

- (a) If you take leave during the course for private reasons, no compensation by way of refund or course extension shall be given (see also clause 7 Absence or Illness).

#### 5.5 Students are not eligible for fee refunds or reconsideration of enrolment terms on the basis of:

- (a) Late arrival at EFTL without notification in accordance with clause 1.10.
- (b) Absence during the course without prior arrangement, in accordance with clause 8.

#### 5.6 Subject to clause 5.3, if the course of study is terminated after formal disciplinary action, you are not entitled to any refund of fees.

### 6. ABSENCE OR ILLNESS

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- 6.1 The commencement date of study will not be reconsidered and extension of study will not be granted on the basis of any of the reasons outlined in clause 5.5.
- 6.2 Students absent from class for illness for a period of more than 1 day must provide a doctor's certificate upon their return.
- 6.3 Illness is not a basis for an automatic refund of fees or extension of study.

- 6.4** You may be granted an extension of study on the basis of illness. Granting of such an extension, and the length of the extension granted, is at the sole discretion of the EFTL's director of flight training.

## **7. HOLIDAYS**

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- 7.1** EFTL observes New Zealand statutory holidays.
- 7.2** Notwithstanding clause 7.1, EFTL may arrange excursions and activities on statutory holidays, and attendance is required as for classes and excursions at any other time.

## **8. LEAVE OF ABSENCE**

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- 8.1** You may apply to take up to two weeks' leave within 24 weeks of study, with no penalty and no loss of course fees. Such holidays must be taken in blocks of complete weeks.
- 8.2** Course fees already paid for the holiday leave may be credited to additional week(s) as an extension of the current enrolment period. These fees will not be refunded or credited to another student.
- 8.3** Permission for such leave must be requested at least one week before the intended holiday commencement date.
- 8.4** Students wishing to take holidays under provisions of clause 8.1 for a period less than one week may apply for a full week's holiday but may still attend class for up to two days during the period of arranged leave.
- 8.5** No refunds or extensions will be granted for unauthorised holidays taken outside the provisions of clauses 8.1 - 8.3.
- 8.6** No extensions of study can be granted for students exercising the provisions of clause 8.4.
- 8.7** Permission for holidays and granting of an extension of study is at the sole discretion of EFTL's Director.

## **9. COURSE ATTENDANCE AND STUDENT BEHAVIOUR**

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- 9.1** You must attend all courses and arranged activities, and complete all assigned course work. Attendance at a minimum of 98% of classes is a requirement for completion of each course offered by EFTL. Failure to meet attendance requirements or the taking of a leave of absence without permission will result in you being disqualified from the course and a fail mark being applied.
- 9.2** Subject to clause 7.2, attendance at courses is required 9.00am to 5.00pm Monday to Friday excluding statutory public holidays. Attendance at weekends is optional.
- 9.3** You must behave well at all times, including when at the Eagle Flight Training School, while on EFTL activities or in any other situation where the student could be identified with EFTL.
- 9.4** You must obey all laws of New Zealand, including full compliance with the terms and conditions of your permit to stay in New Zealand.

## **10. SAFETY**

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- 10.1** Safety is of paramount importance when undertaking flying and training for flying. EFTL undertake safety checks on all aircraft prior to a flight. EFTL also publishes safety rules and procedures.
- 10.2** It is a condition of these Terms that you familiarise yourself with EFTL's published safety rules.
- 10.3** As part of the safety rules you are required to report at least 30 minutes prior to any scheduled flight in which you are either a passenger or trainee pilot. If you fail to report on time EFTL may at its discretion cancel the scheduled flight or refuse to allow you to board the scheduled flight.

## **11. EXAMINATIONS**

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- 11.1** Courses provided by EFTL include both written theory examinations and flight tests.
- 11.2** Written Theory:
- (a)** In the event a student fails to pass a written theory examination, EFTL may allow the student to re-sit the examination. You may only attempt to sit a written theory examination three times. Failure to pass a written theory examination after three attempts will result in you being required to undertake additional training during which time (a minimum of 90 days) you will not be allowed to re-sit the written theory examination in question.
  - (b)** The requirement to undertake additional training as contemplated by clause 11.2(a) and to re-sit the written theory examination after the 90 day stand down period will incur an extra charge which must be paid before the extra training and examination re-sit occur.
  - (c)** At any time after a student has failed to pass a written theory examination and EFTL consider in their reasonable opinion that the student in question is incapable of passing the written theory examination, EFTL may disqualify the student from the course. In these circumstances the provision of clause 5.3(e) in respect of refunds will apply.
- 11.3** Flight Tests:
- (a)** In the event a student fails to pass a flight test, this will result in you being required to undertake additional flight training.
  - (b)** The requirement to undertake additional flight training as contemplated by clause 11.3(a) will incur an extra charge which must be paid before the extra flight training is provided.
  - (c)** At any time after a student has failed to pass a flight test and EFTL consider in their reasonable opinion that the student in question is incapable of passing the flight test, EFTL may disqualify the student from the course. In these circumstances the provision of clause 5.3(e) in respect of refunds will apply.

## **12. LIABILITY**

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- 12.1** It is your responsibility to ensure that you have adequate medical and travel insurance. EFTL cannot be held responsible for any sickness, injury, damage or loss suffered by the student within the EFTL or while involved in EFTL activities.
- 12.2** It is recommended that you obtain personal insurance cover as appropriate to protect your property for the duration of your stay in New Zealand.

## **13. STUDENT SUPPORT AND GRIEVANCES**

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- 13.1** EFTL will make available and students will have access to a Pastoral Care Manager/Student Advisor. If you have any concerns with the course you are undertaking or issues outside of the school including accommodation and finances you are encouraged in the first instance to approach the Pastoral Care Manager/Student Advisor.
- 13.2** If you wish to make a complaint against the EFTL or its staff, the grievance should be first referred to your tutor. If the matter cannot be resolved, or if the your tutor is involved in the complaint, the matter should be referred to the Training Manager.
- 13.3** The grievance may be referred by the Head of Training to the Chief Executive for settlement.
- 13.4** Matters which cannot be resolved within the EFTL may be referred to the Ministry of Education's International Education Appeal Authority. Contact details are clearly displayed in the Students' hand book.

## **14. LIMITATION OF LIABILITY AND INDEMNITY**

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- 14.1** You acknowledge that there are inherent risks in undertaking flight instruction of any nature and agree that EFTL and its associated companies and agencies will not be liable for any loss or damage whatsoever which is suffered (including but not limited to indirect or consequential loss) or for any personal injury suffered or sustained as a result of receiving or taking instruction from EFTL except for any liability which cannot be excluded by law.
- 14.2** You agree to indemnify EFTL at all times against any loss, damage or cost suffered or incurred by EFTL as a direct or indirect result of a breach by you of any of your obligations under these Terms including but not limited to providing false information and failing to disclose medical conditions.
- 14.3** As a condition of enrolment, and if required by EFTL at any time, you (or your parent or guardian if you are under 18 years of age) must sign any legal documentation as and in the form required by EFTL in its absolute discretion including, but not limited to, a legal release and indemnity form.

## **15. CONSUMER GUARANTEES ACT**

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Nothing in these Terms is intended to exclude, restrict or modify your rights under the Consumer Guarantees Act 1993.

**16. GOVERNING LAW AND JURISDICTION**

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This agreement is governed by the laws of New Zealand. The parties submit to the exclusive jurisdiction of the New Zealand courts in respect of all matters relating to these Terms.

**17. PARTIAL INVALIDITY/SEVERANCE**

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If any provision of this agreement is or becomes invalid or unenforceable, that provision will be deemed deleted from this agreement. The invalidity or unenforceability of that provision will not affect the other provisions of this agreement, all of which will remain in full force and effect to the extent permitted by law, subject to any modifications made necessary by the deletion of the invalid or unenforceable provision.

**18. AMENDMENTS**

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EFTL may amend these Terms at any time. If these Terms are amended EFTL will publish the amended terms on the "Current Students" link on our website [www.aviationschool.co.nz](http://www.aviationschool.co.nz) and will also provide you with an updated copy of the Terms highlighting amendments made.