

2012 TERMS AND CONDITIONS OF ENROLMENT

Your enrolment cannot proceed unless you have consented to the Terms and Conditions of Enrolment and Privacy Statement, they apply to every student enrolled with Open Polytechnic. Read them carefully before confirming that you have read, understood and accepted them by either accepting them online or by signing the Declaration section of the Application for Enrolment form.

Enrolment Date

On receipt at Open Polytechnic, your Application for Enrolment will be checked to ensure you are eligible to enrol at Open Polytechnic, and in the qualification and course(s) requested. Your form will also be checked for date, signature (whether electronic or otherwise), completeness and all necessary documentation. If necessary information is missing, or fees have not been paid in full, your Application for Enrolment will not be confirmed until all information and/or fees are provided. The "start date" in the confirmation of enrolment letter will be the official date of enrolment.

Fees

In signing the Application for Enrolment or Re-enrolment form, you undertake to pay all fees as they become due, and to meet any late fees and collection charges associated with debt recovery. The organisation's policy on withdrawal and refund of fees is noted below. Any fees paid to Open Polytechnic (hereinafter referred to as the Polytechnic) are banked upon receipt for security reasons.

Duration of an Enrolment

Your course enrolment will expire EITHER:

- At the end of the fixed period or trimester for which you have enrolled OR
 - Thirty-two weeks from the official start date of the enrolment OR
 - When you complete all the summative assessments required for the course
- WHICHEVER COMES FIRST.

Amendments to your Proposed Course of Study

The Polytechnic reserves the right to make amendments to your proposed course of study during your period of enrolment where such amendments are necessary to comply with programme regulations, course requirements, or where it is necessary to restrict enrolments, or courses are unavailable to enrol in for any reason. Your enrolment cannot be transferred to another person.

Withdrawals and Refunds

All applications for withdrawal must be in writing. A form is provided online at www.openpolytechnic.ac.nz and in the Student Handbook for this purpose. The date of withdrawal is the date when your written withdrawal is received by the Polytechnic.

You will be eligible for a refund of fees providing your written application is received within the specified timeframe as set out in the following table, and:

- Your course has not been approved a re-enrolment under Special Consideration.

To receive a full refund, less the Annual Administration Fee, you need to meet the criteria in the table below:

Date withdrawal received	Refund of fees paid*	Effect on Academic Transcript
Open enrolment course (32 weeks) Within 28 days from the official start date of the enrolment	100% of refundable fees	There will be no record of your enrolment on your official academic transcript
Fixed period and trimesterised enrolment Within 28 days from the official start date of the fixed enrolment period or trimester		
After 28 days and up to 75% of the enrolment duration	No refund	Your official academic transcript will state "Withdrawn"
You may not withdraw after 75% of the enrolment duration	No refund	If you do not complete the academic requirements, your official academic transcript will show "Fail" or "Incomplete"

Non-refundable Fees

* Some fees are NOT refundable such as the Annual Administration Fee and fees collected on behalf of and paid to other agencies.

Availability of Courses

You agree:

- Enrolments are in individual courses, not the complete programme/qualification.
- The Polytechnic does not undertake that you will be able to complete or achieve an award or qualification through study with it.
- Not all programmes/qualification, majors or courses are open for enrolment in any given trimester or year.

Regulations

You agree to abide by the statutes, regulations and policies of the Polytechnic. These are available on www.openpolytechnic.ac.nz or contact us on 0508 650 200.

Detecting Plagiarism – Turnitin

You agree that assessments and assignments will be your own work and that you will not pass off the work of others as your own (plagiarism). Subject to the Terms and Conditions of Use contained on the Turnitin.com site you agree all papers submitted by you for assessment may be submitted to Turnitin.com for comparing with text contained on their database to determine whether plagiarism has occurred. Submitted documents will also be added to Turnitin's database of submitted documents for plagiarism detection purposes only.

Variations to Conditions of Enrolment

No modification, alteration of or addition to these conditions of enrolment shall be binding on the parties unless it is in writing and signed by the Polytechnic and the student.

Disputes Procedure

The parties will discuss in good faith any disputes between them arising out of this Enrolment Agreement. If discussions fail to resolve the dispute within a reasonable time, then either party may, by written notice to the other, require the dispute be submitted for mediation in Wellington by a single mediator nominated by the President of the New Zealand Law Society or his or her nominee. In this event the:

- mediator will be deemed to be not acting as an expert or arbitrator;
- mediator will determine the procedure and timetable for the mediation;
- cost of the mediation will be shared equally between the parties.

PRIVACY ACT 1993

Authorisation

By signing the Application for Enrolment or Re-enrolment Form, you have authorised the Polytechnic to collect, use and disclose personal information about yourself in accordance with the sections specified below and the Privacy Act 1993. You have also authorised any agency holding the source of information you have provided on this form to release that information to the Polytechnic on request.

Use of Personal Information Gathered

Enrolment Forms, associated documents, and other information collected from you during your period of enrolment at the Polytechnic is required to enable the polytechnic to comply with its purposes and functions under the Education Act 1989. Without affecting the generality of the above statement, the information will be held by the Polytechnic and used in the following ways:

1. The Polytechnic will use the information collected and stored to comply with the requirements of the Ministry of Education (student statistical returns), New Zealand Qualifications Authority (record of achievement registration and unit standard outcomes), Tertiary Education Commission (funding returns), Industry Training Organisations (funding and academic outcomes), Ministry of Social Development (confirmation of enrolment and academic outcomes), Inland Revenue Department (student loan interest rebate), Department of Immigration (if you are not a New Zealand citizen or permanent resident), and agencies who support particular students through scholarships and prizes, payment of fees or other awards (if you are a recipient of one of these awards). The information is also used to select students for qualifications, to manage internal administrative processes, for providing tuition, academic advice and support, for internal reporting, to provide you with information on Polytechnic courses and programmes and for maintaining order and discipline. To advise you of the Polytechnic's Alumni Programme and activities. It may also be used to put you in contact with other students studying your course(s) if you specifically authorise this. Information may also be given to textbook/learning resource suppliers to assist you to purchase textbooks, learning resources, stationery, etc. If you are successful in your course and become eligible to attend a Polytechnic graduation ceremony, your name will be published in the list of graduands in the programme for that graduation ceremony.
2. The Polytechnic may also be required by law to provide some personal information to other Government agencies upon request (for example, New Zealand Police).
3. Information about particular students may be supplied to the following agencies in the circumstances detailed below:
 - Other education institutions and providers
 - where the student concerned is enrolled in a course taught at another institution in association with the Polytechnic
 - where the student concerned is transferring his or her records to that other institution or applying to enrol in a course taught at that institution
 - where the student concerned is enrolled in a course leading to a qualification awarded by another body or institution
 - where the student has been enrolled at the Polytechnic but is receiving student support at another institution or organisation in association with the Polytechnic
 - where the student concerned has enrolled at the Polytechnic pursuant to a contract the Polytechnic has with any Industry Training Organisation
 - where the student has enrolled at the Polytechnic pursuant to a contract the Polytechnic has with any secondary school.
 - An Employer – where a student has enrolled at the Polytechnic under a contract the Polytechnic has with the employer whereby the employer pays or has agreed to pay the student's fees.
 - Department of Work and Income – where the student concerned is being funded by DWI
 - Ministry of Foreign Affairs and Trade – where the student concerned is funded by the Ministry.

Note:

1. The Polytechnic undertakes to observe the general conditions governing the release of information, as set out in the Privacy Act 1993 and any other legislation. You may see any information held about you and amend any errors in that information. To do so, contact the Academic Registrar.
2. The Privacy Act came into force on 1 July 1993 with the stated aim of protecting the privacy of natural persons. It requires the organisation to collect, hold, handle, use and disclose personal information in accordance with the twelve Information Privacy Principles in the Act www.privacy.org.nz.