

GOOD SHEPHERD COLLEGE – trading as Te Kupenga – Catholic Theological College

Student Contract

Good Shepherd College (GSC) and the Student form a contractual relationship when the Student accepts an Offer of Place. That Contract is subject to GSC issuing a Confirmation of Enrolment once all requirements have been satisfied. If no Confirmation of Enrolment is issued then the Contract is at an end. If GSC issues a Confirmation of Enrolment, the following are the terms of that Contract which the College and the Student accept are to govern their relationship, along with statute, and with the Regulations and Rules of GSC.

GOOD SHEPHERD COLLEGE WILL:

1. Use best endeavours to provide the Student with tuition and supervision of a professional standard in the course(s) in which the Student is enrolled.
2. Act reasonably and fairly in exercising its powers under the regulatory framework and this Contract.
3. Advise the Student of any changes in the course(s) required because of changes in funding, staffing or other reasonable cause.

THE STUDENT WILL:

4. Use best endeavours to fulfil the requirements prescribed by GSC for the course(s).
5. Observe the Regulations and Rules of GSC and accept the jurisdiction of GSC in all matters connected with academic progress and with discipline.
6. Fulfil attendance requirements i.e. attend at least 80% of lectures or participate in 80% of online activities.
7. Pay the fees prescribed by GSC for the course(s).
8. International students must attend the orientation day at the beginning of the semester.
9. International students must keep visa and medical insurance updated and inform GSC of any change of address.

GOOD SHEPHERD COLLEGE AND THE STUDENT ALSO AGREE:

10. The Contract is formed when the Student accepts the Offer of Place. That Contract is subject to GSC issuing a Confirmation of Enrolment. If a Confirmation of Enrolment is issued these are the terms of the Contract that apply.
11. The Contract will continue for the period for which the Student is enrolled by GSC and will then end. However, clause 14 will continue to apply after the Contract ends.
12. The relevant Admission Application, Offer of Place, Confirmation of Enrolment, regulations, rules of GSC and material published in the Handbook also form part of this Contract.
13. Liability for failure to perform this Contract is excluded where that failure has been caused by circumstances beyond the control of GSC or the Student.
14. Any dispute arising out of or in connection with this Contract, or otherwise relating to the performance by GSC or its staff of their responsibilities to the Student, shall be resolved through the Grievance Procedures prescribed by GSC, www.gsc.ac.nz/moodle2/ which shall be the exclusive procedures for resolution of such a dispute.

Student Fee Protection – Static Trust Deed - Student Acknowledgement

Explanatory Note to Student Acknowledgment

1. The purpose of the Student Acknowledgment form below is to make sure that:
 - (a) you understand what happens to any refunds (if there are any) of your student fees if your course closes (your Entitled Student Amount); and
 - (b) You provide the necessary information about yourself and your student fees.
2. By signing the Student Acknowledgment form below you are agreeing that:
 - (a) you understand that if your course closes (a Course Closure Event), it will be the trustee's duty to make sure the correct amounts of any refunds (if there are any) are distributed out in accordance with the Deed and the New Zealand Qualifications Authority Policy. As such your refunds may need to be paid to another PTE if you enrol in another course (the Alternative Provider), your student loan provider such as Study Link (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).
 - (b) you understand that your personal information about yourself will be given to your PTE, The New Zealand Qualifications Authority and your trustee.
3. Please read the Student Acknowledgment carefully before signing.

Form of Student Acknowledgement

1. By this document, I _____ declare that I am enrolling as a Student at GSC.
[Fill in your name above]
2. I understand that after I sign this document I cannot withdraw this authorisation to the Trustee. I acknowledge and agree that:
- (a) 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;
 - (b) if a Course Closure Event occurs and I owe money to a Loan Provider 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;
 - (c) subject to 2(b) 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 that Trustee;
 - (d) 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 required by paragraph 4 below) to which the refund should be sent;
 - (e) personal information about me and information about my Student Fees may be supplied by the PTE to the Qualifications Authority, Auditor or the Trustee and by the Trustee or Auditor to the Qualification Authority;
 - (f) after the payments contemplated in (a), (b), (c) and (d) above have been made, the trusts on which the Trustee was holding the Trust Fund will have been discharged;
 - (g) any interest earned on the Trust Fund prior to payment under (a), (b), (c) or (d) above will vest in and be payable to the PTE for its own benefit, and I will have no claim to such interest;
 - (h) I am/am not 18 years of age or older (delete whichever is not applicable, if Student under 18, Parent/Guardian to also sign).
3. Capitalised terms used in this agreement shall have the meaning as defined in the Student Fee Protection Static Trust Deed between the PTE and the Trustee, a copy of which has been made available to me by the PTE and the Trustee (the "Deed").
4. **Details of any third party entitled to receive any refund on account of Student Fees:**
Name: _____ Address: _____ TEL: _____

EXECUTION

This agreement is executed as a Deed and is dated the

day of _____ 20[]

SIGNED by the Student

SIGNED by the Student's Parent or Guardian
(if the student is under 18)

.....
Signature of Student

.....
Signature of Parent or Guardian

.....
Name of Student

.....
Name of Parent or Guardian

In the presence of:

.....
Occupation

.....
Signature of Witness

.....
Address

.....
Name of Witness

.....
Passport Number

.....
Occupation

In the presence of:

.....
Address

.....
Signature of Witness

Executed as a Deed by the PTE:

.....
Name of Witness

.....
Director / Authorised Signatory

.....
Occupation

.....
Director / Authorised Signatory

.....
Address