

Notification Document:

Guidance as to how Te Pūkenga will transition learners onto the new educational regulatory framework and terms and conditions of enrolment from 1 January 2023

Context

1. From 1 January 2023 it is intended that your enrolment with Te Pūkenga will be governed by our new national Educational Regulatory Framework (**Te Kawa Maiooro**) and standardised terms and conditions for enrolment. These will set out all the key information that you need to know about your rights as an ākonga and our responsibilities to you.
2. We are aiming to have these finalised and ready to be implemented from 1 January 2023. Once these are formally adopted by us, they will be made available to you and will form part of your enrolment contract with us from the date they are adopted.
3. If you are enrolled in a course that started before 1 January 2023, then don't worry, a transitional period will apply for you which means that the terms and academic/educational regulatory framework that applied immediately prior to 31 December 2022 will continue to apply until you complete your course.

What about where my course starts after 1 January 2023?

4. Until Te Kawa Maiooro, Te Pūkenga standardised enrolment terms and conditions for enrolment, and national policies are formally adopted, **the terms and conditions, academic/educational regulations and policies and procedures that are applied to you when you enrolled or at the time you are enrolling will continue to apply** but must be read in conjunction with this document.
5. The matters that are covered in the regulations, policies and procedures of the institution you are enrolling with (or are enrolled with) include any questions you have in relation to:
 - 5.1. Eligibility to be enrolled in programme of study (including the English language requirements of the programme and visa requirements that apply to international ākonga);
 - 5.2. Course selection, fees, availability, and capacity;
 - 5.3. Dates and duration of enrolment;
 - 5.4. When you have a right to receive refunds;
 - 5.5. What you are required to do as an ākonga;

- 5.6. responsibilities owed to you (including responsibilities under the [pastoral care code](#));
- 5.7. rights to change or cancel courses;
- 5.8. Conduct that is expected of you as an ākonga and the process that applies where there is an issue;
- 5.9. When your enrolment can be cancelled.

Enrolment contract

6. The terms and conditions of the institution you have enrolled with (or are enrolling with) must be read as including the following:
 - 6.1. When you are offered a place on a course or programme and you accept that offer, your completed course enrolment forms an enrolment contract.
 - 6.2. By enrolling, you agree to observe the applicable statutes, policies, regulations, and rules and to pay any fees arising from your enrolment. As noted at paragraph 4 above, until Te Pūkenga standardised terms and conditions for enrolment and Te Kawa Maiooro are adopted alongside a national suite of policies, the policies, regulations, and rules that apply to you are those of the institution that you originally enrolled with (or are enrolling with). Once Te Pūkenga standardised terms and conditions for enrolment, Te Kawa Maiooro, and national policies are adopted by Te Pūkenga, those will apply and you agree to abide by those.
 - 6.3. You understand that a failure to disclose requested information or that supplying incorrect information at any stage in the enrolment process may result in your application for enrolment not being processed or your enrolment being cancelled.
 - 6.4. You acknowledge that as part of your enrolment, your citizenship and visa status may need to be validated (together with any of the information provided in an application form, or any other information you have provided in support of your enrolment).
 - 6.5. The right to refuse or cancel any enrolment is reserved where there are insufficient enrolments or we decide that doing so is in your best interest or the best interest of Te Pūkenga, our ākonga, or our kaimahi.
 - 6.6. Your results for any programme of study or course(s) will be withheld where fees or any other debt remains unpaid. You will not be eligible to graduate or receive your award(s) until your debt has been paid in full. You will also be prevented from re-enrolling in further programmes of study or courses at Te Pūkenga.
 - 6.7. The terms and conditions of your enrolment may be changed by us or an ITP but always acting reasonably and only where there are legitimate reasons.
 - 6.8. We may ask you to enter into further agreements with us and others. This is because some courses require the placement of ākonga into work-based environments for work

experience, training and/or assessment purposes. That may be required to complete a programme/course or for the purpose of being awarded a qualification or recognition.

- 6.9. You have read, agree with and acknowledge that your personal information may be used in accordance with the Te Pūkenga Privacy Notice which is located on our website at <https://xn--tepkenga-szb.ac.nz/privacy-notice/> (and also noted below).

Privacy and your personal information

7. Te Pūkenga is committed to complying with applicable privacy laws, including the Privacy Act 2020. [Te Pūkenga Privacy Notice](#) forms a part of our relationship with you and therefore it's important that you read this. It describes how personal information is collected, held, used, disclosed and maintained including but not limited to:
- 7.1. Using your information to make decisions regarding your educational progress and to provide you with evidence of your educational achievements.
 - 7.2. Sharing your information with other parts of our organisation on a “need to know” basis and to arrange appropriate support for you.
 - 7.3. After graduation, using your contact information for the graduate destination survey and Te Pūkenga Alumni purposes.
 - 7.4. Where required, sharing your personal information with others including your emergency contacts, service providers, related organisations, other educational or training institutions, providers of work placements or work experience, emergency services, Government organisations.
 - 7.5. For international ākonga, upon failure to comply with attendance requirements, information may also be provided to your parent, guardian, or caregiver. In addition, when required by law, information will be released as directed.