

## **STUDENT ACKNOWLEDGEMENT CONDITIONS**

1. The purpose of the Student Acknowledgement Conditions is to ensure that:
  - (a) you (the student) understand and accept the terms of business of Coastguard Boating Education (CBE) refund policy and;
  - (b) you agree to provide the necessary information about yourself and your student fees.
2. By your acceptance of the Student Acknowledgement Conditions you are agreeing that:
  - (a) You understand that if you withdraw from a course after having enrolled, or if CBE cancels or closes a course (a Course Closure Event), refunds are made in accordance with the current CBE Refund Policy. This includes a provision whereby it will be the trustee's duty to ensure 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.
  - (b) You understand that your personal information about yourself will be given to, and retained by CBE, The New Zealand Qualifications Authority and your Student Fee Protection trustee (Walker Wayland Auckland Limited).
3. Please read the Student Acknowledgement Conditions carefully before accepting.

## **STUDENT ACKNOWLEDGEMENT**

1. I, the enrolling student, declare that I am enrolling as a Student with Coastguard Boating Education (CBE).
1. I understand that after acceptance I cannot withdraw this authorisation to Coastguard Boating Education or the Student Fee Protection 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 CBE 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 CBE for its own benefit, and I will have no claim to such interest;
  - (h) I am 18 years of age or older and/or where I am under 18 years of age my Parent/Guardian has accepted these terms on my behalf.
2. Capitalised terms used in this agreement shall have the meaning as defined in the Student Fee Protection Static Trust Deed (the "Deed") between the PTE (Coastguard Boating Education) and the Trustee, a copy of which is available upon request.

Please indicate your acceptance of these terms of this document by signing below:

Name: \_\_\_\_\_

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

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Please send form to:

165 Westhaven Drive,  
Westhaven,  
Auckland 1011

OR scan and email to:  
info@boatingeducation.org.nz

