SCHOOL OF BUSINESS LIMITED DOMESTIC ENROLMENT AGREEMENT TERMS AND CONDITIONS

1 Definitions

Student, you	means the person and/or entity as signatory (or having electronically confirmed this contract) providing the student's details.
SOBL	Means School of Business Limited, PTE 7577 Bld 3, Level 3 265 Morrin Street, St. johns Auckland
Agent	Means any organisation SOBL deems appropriate for collection of monies on your account.
CCFA	means the Credit Contracts and Consumer Finance Act 2003;
First Payment Date	means the date upon which the student is required to make the First Instalment Payment;
Weekly Subscription Payment	means the recurring payment of NZ$29.95 per week under the enrolled programme subscription.
Total Amount Payable	means the sum of weekly subscription charges accrued while the subscription is active, any fees lawfully due, and where clause 6.12 applies the NZ$1,500 total programme-fee requirement (crediting fees already paid). No minimum number of weeks or predetermined aggregate subscription fee applies.
Subscription	means the recurring payment arrangement that provides access to the enrolled programme and related assessment and completion services, subject to these terms.
Official Graduation Date	means the date SOBL formally confirms successful academic completion and/or releases the applicable completion or qualification certificate, as relevant to its academic and statutory responsibilities.
Good Standing	means that the student's subscription is active, all payments due have been paid (or an agreed hardship arrangement is being met), and no payment default remains unresolved.

2 Enrolment

2.1 **Application for enrolment**. By completing the Student Enrolment Form (the Application), the student seeks enrolment in the course(s) provided by SOBL as selected in the Course Description Section of the Application and agrees to be bound by these terms and conditions (including the payment of the course costs specified in the Application and the administrative, and other fees specified in this contract).

2.2 **Confirmation of enrolment**. Upon completion of the Application, and its acceptance by SOBL, the student's enrolment in the course is deemed confirmed.

2.3 By signing the Application, you confirm that you have read, understood and agreed to comply with the School of Business Code of Practice and Student Handbook

2.4 The student confirms that they meet the following course entry requirements;

a. Access to sufficient people to coach or train or have available to complete required assessments;
b. Access to internet and suitable device to perform study (i.e. computer, laptop);
c. If required for the program, access to a fitness facility, or fitness equipment, or area where exercise can take place;
d. If required an appropriate level of personal fitness to enable successful participation in the training and assessment; and
e. Acceptance of the risks associated with taking part in the training provided.

3 Entire Agreement / partial invalidity

3.1 This contract, and the Direct Debit Authority Form (DDA) entered into between the student and SOBL, constitutes the entire agreement, understanding and arrangement (expressed and implied) between the student and SOBL relating to the subject matter of this contract and supersedes and cancels any previous agreement, understanding and arrangement relating thereto whether written or oral. In the event of any inconsistency between the terms of this contract, the DDA and Student Handbook and Code of Practice (where such inconsistent terms specifically relate to the rights and obligations of SOBL) the terms of this contract will prevail only to the extent of any such inconsistency.

3.2 If any provision of the contract is invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions will not be affected and such invalid, illegal or unenforceable provision must be severed from the contract.

4 SOBL's obligations

4.1 Following receipt of the completed Application, SOBL will:

a. Administer the course including providing access to the course materials and assessments;
b. Provide tutors and administrative support to the student;
c. Mark, provide feedback and results on the submitted assessment tasks; and
d. Support the student to achieve their goal of completion of the course in line with all of SOBL's policies and procedures.
e. On successful completion of the enrolled programme, including all required assessments, evidence, practical activities and nominal hours, and following applicable verification and moderation, SOBL will process the relevant certificate(s) in accordance with its academic obligations and applicable law, subject to clauses 6.11 to 6.14 and 7.5.

5 Entitlement

5.1 The contract is based on "entitlement" to use and not on actual use of the services. The student is responsible for his/her own progress and submission of work including assessments; practical and theory work and any workbooks/logbooks, etc required by the program enrolled.

5.2 The student is bound by these terms and conditions, and SOBL may remove the entitlement to use the services 'with good cause'. For the avoidance of doubt, this includes where the student fails to comply with the Code of Practice and/or fails to make any payment due, by its due date.

6 Course Fees

6.1 **Fees payable**. The course fees are payable by the student in NZ Dollars and are payable to SOBL on the terms set out in these terms and conditions and the Application (any other payment schedule confirmed either manually or in electronic format).

6.2 **Administration fee**. There is a non-refundable administration fee of $65.00 for enrolment into the program which is included in the course fees as outlined in the Payment Details section of the Application. The administration fee is to cover the costs associated with the use of online materials regardless of whether the student opts to access and/or use materials and any subsequent changes to these arrangements due to course withdrawal.

6.3 Amount and ongoing subscription. The subscription charge is NZ$29.95 per week, payable in New Zealand dollars from the First Payment Date and recurring weekly until the programme of enrolment has been completed as described in clauses 6.9 to 6.12, or until a permitted withdrawal, approved personal-trainer-only exit, or other lawful termination. This is an ongoing subscription, not a fixed number of instalments; the aggregate amount depends on the time required to complete the programme. The charge, first debit date and method of payment must be disclosed in the Application and at checkout.

a. The first NZ$29.95 subscription payment is due on the First Payment Date.
b. Further NZ$29.95 payments are due weekly while the subscription remains active, in accordance with clauses 6.9 to 6.15.
c. Subscription payments end under clause 6.11 (full programme completion), clause 6.12 (personal-trainer-only exit), or an applicable withdrawal or termination provision. No fixed aggregate course balance arises solely from the ongoing subscription.

6.4 Refunds and withdrawals are governed by section 8, section 9 and any mandatory New Zealand student fee protection, cancellation and consumer rights. Nothing in this agreement excludes a refund required by law.

6.5 **Collection Agent**. The student acknowledges that an agent has been contracted by SOBL to collect the payments, by way of direct debit and/or credit card, due under these terms and conditions.

6.6 **DDA**. If required for the payment plan, an email will be sent to the enrolling student with the required Direct Debit Authority form (DDA) to be completed by the enrolling student as required by SOBL or its authorised debit partner (Agent). If the student has instructed SOBL to complete the DDA on their behalf, the student acknowledges acceptance of this DDA when the email notification of the DDA or payment schedule is received.

6.7 **Additional course-related costs**. The course may require attendance by the student at public facilities offering exercise classes and/or training sessions for the successful completion of course assessments. The student may be required to undertake these classes and meet the associated costs. The student acknowledges that these costs are in addition to the course fees payable to SOBL.

6.8 **Equipment**. The student will be required to have a computer and internet or appropriate access to in order to complete the course. If appropriate, as part of developing the practical skills of fitness training the student will need access to the following equipment; Blood Pressure measurement kit (Sphygmomanometer and Stethoscope), Heart Rate Monitor and girth measuring tape. If not readily available at the mentor location, SOBL or local gym, the student may need to purchase these items.

6.9 Ongoing weekly subscription. The student authorises SOBL or its payment agent to charge NZ$29.95 each week throughout enrolment until completion of the programme in which the student enrolled, including completion and satisfactory assessment of all required learning activities, assessment tasks, logbooks, practical experience and nominal hours. There is no minimum number of subscription weeks. The student is responsible for timely progress, submission of evidence and completion of all requirements.

6.10 Completion requirements and continuation of billing. Completing lessons or submitting assessments is not, by itself, programme completion. The enrolled programme is complete when SOBL has verified that all compulsory assessments are satisfactory, required nominal and practical hours are recorded and verified, and any applicable academic completion and moderation requirements have been met. Weekly billing continues while those requirements remain outstanding, subject to lawful withdrawal, approved variation, and the personal-trainer-only exit in clause 6.12. SOBL will advise the student of outstanding requirements on reasonable request.

6.11 Automatic end on full programme completion. When SOBL confirms successful completion of all requirements for the full programme of enrolment, including every qualification included in that programme, SOBL will end the ongoing weekly subscription automatically and stop future weekly debits. Certificate processing and release will follow applicable academic and regulatory requirements. SOBL will refund any subscription payment incorrectly debited after the confirmed completion date. Completion must not be unreasonably delayed by SOBL administration.

6.12 Personal-trainer-only completion and exit from combined programmes. A student enrolled in the Health Coach or Lifestyle Coach programme, which includes the Personal Trainer qualification and the Certificate in Health and Wellness Coaching, may elect in writing not to continue with the Health and Wellness Coaching component after successfully completing all requirements of the Personal Trainer qualification, including required assessments and nominal/practical hours. In that case, the Academy will issue the applicable Personal Trainer certificate of completion when total programme fees paid reach NZ$1,500, subject to required academic verification and any mandatory certification requirements. Weekly subscription payments already made count toward that NZ$1,500 amount. If less than NZ$1,500 has been paid, the balance is payable before contractual release of the Personal Trainer certificate, except where applicable law or qualification rules require earlier issue. If NZ$1,500 or more has already been paid, no additional NZ$1,500 exit fee applies and no excess is refunded solely because the student elects this option. SOBL will end weekly subscription billing once the student has elected this exit, all Personal Trainer completion requirements have been verified, and the NZ$1,500 total has been received, subject to applicable law. The student will not receive a Health and Wellness Coaching certificate without completing its separate requirements.

6.13 Withdrawal before completion. A student who wishes to withdraw before completing the full enrolled programme, and who does not use clause 6.12, must notify SOBL at admin@exerciseacademy.ac.nz. The withdrawal and its effective date, payments due and any refunds are governed by sections 8 to 10 and mandatory New Zealand law. No fixed remaining subscription balance applies.

6.14 Subscription status and certification. Students must maintain payments in good standing while their subscription is active. SOBL may defer optional administrative services when lawful payments are overdue, but must not withhold mandatory NZQA reporting, records, qualification recognition or certificate issuance where law or NZQA requirements require them. The NZ$1,500 condition in clause 6.12 operates only to the extent legally permissible.

6.15 Transparent pricing and records. At enrolment and checkout, SOBL will disclose the NZ$29.95 weekly recurring price, first billing date, that billing continues until verified completion of all assessments and nominal/practical hours for the enrolled programme, the withdrawal process, and the NZ$1,500 total-fees personal-trainer-only option for eligible combined-programme students. SOBL will retain evidence of student consent. Any change in price requires applicable notice and consent.

7 Payment

7.1 **Late payment**. A late payment fee of $14.95 is payable by the student to the Agent for each reversal of a payment initiated by the Agent or any third party contracted to collect payments on its behalf in accordance with these terms and conditions.

7.2 **Administration fee**. The administration fee, is payable to the agent/SOBL by the student on signing the Application.

7.3 **Payment changes**. Should you request SOBL to amend the term or frequency of your payments, an amendment fee of $25.00 will be payable to SOBL and added to the total amount payable. Any changes may affect the total amount payable. The student authorises SOBL or the Agent to amend the direct debit details and charges accordingly.

7.4 **Payment arrears**. Should there be any arrears in payments the student authorises SOBL (or the Agent) to debit the outstanding balance in order to bring the account up to date.

7.5 Subscription standing and certificate release. Subject to clause 6.14 and applicable law, SOBL may address outstanding lawful payments before providing discretionary administrative services. Mandatory learner achievement reporting, academic records and qualification or certificate obligations required by law will not be withheld solely because of a payment dispute. For combined-programme students selecting the personal-trainer-only option, clause 6.12 applies.

8 Cooling off Period

8.1 Statutory cancellation and refund rights. Any cooling-off or refund rights applicable under New Zealand law, including the Education and Training Act 2020 and NZQA rules, apply and override inconsistent wording in this agreement. Any separate cancellation rights under the Credit Contracts and Consumer Finance Act 2003 apply only if that Act applies to this particular arrangement. The student may request withdrawal up to the 8th calendar day after the course starts (date login details are emailed to the student) by emailing admin@exerciseacademy.ac.nz.

8.2 The student has the right for a Full refund, minus the lesser of 10% of fees paid or $500 if they cancel during the refund period.

8.3 Students can apply for course cancellation by emailing admin@exerciseacademy.ac.nz, outlining the request and requesting the Course Cancellation form.

a. It is the student's responsibility to ensure receipt of this completed form by SOBL.
b. A student withdrawing within an applicable statutory refund period will receive the refund required by law. The $65 administration charge is retained only to the extent permitted under the applicable refund rules.

9 Course Withdrawal

9.1 Outside any applicable statutory refund period, the student may request withdrawal in accordance with clause 6.13. The weekly subscription is not a fixed-balance loan, and no notional remainder of unbilled future weeks becomes immediately payable solely because of withdrawal. Amounts already due and any legally permitted charges remain payable. The separate personal-trainer-only exit is governed by clause 6.12.

9.2 Refunds, administration fee deductions and payment treatment will comply with applicable New Zealand law and SOBL's published student withdrawal and refund policy.

9.3 The course withdrawal and payments required within the timeframes apply regardless of class attendance or online course access.

9.4 Completing online learning content alone does not establish graduation. Any right to refunds is determined by the applicable law and this agreement, rather than being excluded solely because learning topics have been completed.

9.5 Any student seeking to withdraw after the 8 day period on the basis on extenuating circumstances, and having provided satisfactory supporting information, may at the SOBL's discretion cancel their contract with SOBL.

Withdrawal due to extenuating circumstances is intended to cover significant and unexpected circumstances that arise during the student's study, for example

a. serious accident/illness, or serious mental health occurrences
b. significant circumstances involving the health or wellbeing of a family member who the student supports.

9.6 The following circumstances do not meet SOBL's criteria and would not be considered as extenuating circumstances for cancellation

a. Changing place of residence;
b. Change in relationship status;
c. Change in work hours or employment status
d. Poor time management
e. A temporary illness or medical issue; or
f. Any non-disclosure by the student of information to their ability to complete the course of study at the time of enrolment.

Verified supporting documentation will be required to be supplied in support of any such application. The student will be required to provide a detailed explanation of the relevant extenuating circumstances on which the application for withdrawal is based.

Examples of supporting documentation may include:

- medical certificate detailing the illness/accident suffered and explaining how it affects the student (generic/non-specific references to illness or being unfit for study will not be sufficient)
- other cogent evidence of the circumstances including supporting evidence from a medical practitioner or lawyer (or other suitable third party) will assist.

This section only contains a summary of your rights and obligations in connection with the right to cancel. If there is anything about your rights or obligations under the CCFA that you do not understand, if there is a dispute about your rights, or if you think that SOBL is being unreasonable in any way, you should seek legal advice immediately.

10 Problems Paying

If you are experiencing hardship and cannot make a payment because of illness, injury, loss of employment, or other reasonable cause, you may be able to apply for a hardship variation. To apply for a hardship variation, you need to:

a. Make an application in writing;, and
b. Explain your reason(s) for the application; and
c. Request one of the following:
    i. An extension of the term of this contract (which will reduce the amount of each payment due under this contract); or
    ii. A postponement of the dates on which payments are due under this contract (specify the period for which you want this to apply); or
    iii. Both of the above; and

d. Submit the application to SOBL at admin@exerciseacademy.ac.nz

Do this as soon as possible. If you leave it too long, SOBL may not consider your application.

11 Early settlement or advance payment

Students may request to pay weekly subscription charges in advance by emailing admin@exerciseacademy.ac.nz. Paying in advance does not itself accelerate academic completion or certificate issuance. Any amount paid for weeks after the lawful subscription end date will be refunded, subject to any properly due balance under clause 6.12.

12 The Agent

The Student acknowledges that the Agent has been contracted by SOBL to collect the instalments, by the way of direct debit, due under this agreement. SOBL reserves the right to change third party contractors as long as this does not materially disadvantage the student.

13 Failure to Pay

13.1 If a scheduled payment is overdue by seven days, SOBL may contact the student, seek repayment of accrued arrears and, following reasonable notice, suspend access to services to the extent permitted by law. Default does not accelerate indefinite future subscription payments or create a debt for all hypothetical future periods. Rights under applicable consumer, education and hardship laws remain unaffected.

13.2 SOBL may suspend or terminate a subscription for material breach, after appropriate notice and an opportunity to resolve the issue where reasonable. Any recovery action is limited to accrued amounts and other amounts lawfully due under this agreement, and does not override clause 6.14.

13.3 The student authorises recovery of amounts properly due under the disclosed billing schedule. Any additional fee or change to payment dates must be authorised and permitted by law; SOBL or its Agent will not unilaterally impose undisclosed charges.

14 Default Expenses and Costs

14.1 The student authorises SOBL or the Agent to notify any debt collection/credit reporting agency upon default by the student in regard to any obligation under this contract.

14.2 On default, only accrued subscription charges and other amounts lawfully payable may be recovered. No indefinite future subscription balance becomes immediately due.

14.3 The student agrees to pay any and all fees or charges incurred as a result of debt collection including but not limited to any and all interest charges (at the default interest rate) for the period from the day you received the services until the day you either pay the balance owing for the services, legal charges, and the commission charged by the Agent (approx. 25% of the outstanding debt as previously calculated).

14.4 SOBL shall add $100.00 to the outstanding debt as its fee for dealing with the defaulting student.

15 Provision of Service

15.1 The student acknowledges that SOBL may make reasonable changes to the services it provides, to the extent that such changes do not materially disadvantage the student. This includes changes to course content where necessary and changing the requirements or qualifications under the designated program(s) enrolled into by the student.

15.2 Reasonable changes to any location at which elements of the course is provided, does not absolve the student of responsibility under this contract.

15.3 SOBL is not liable if any event beyond SOBL's reasonable control that prevents it from performing, or delays the performance of, any of its obligations under the contract.

15.4 The student's enrolment will start with the enrolment start date being the date the Application was signed by the student.

15.5 Programme timeframes and academic completion deadlines are set out in the applicable programme information, learning plan and regulatory requirements. Subscription billing continues until verified completion of the enrolled programme or another valid termination event under clause 6.11, 6.12 or 6.13:

a. New Zealand Certificate in Exercise (Level 4): the programme timeframe and nominal/practical-hour requirements are detailed in the current programme information and learning plan.
b. Health Coach and Lifestyle Coach combined programmes: the applicable programme information describes both components, assessment and nominal-hour requirements. A student may elect the personal-trainer-only exit under clause 6.12.

15.6 The student has declared any and all support needs to SOBL at the time of enrolment and accepts that, when the student's enrolment is confirmed by SOBL, SOBL will operate within its policies to meet any needs the student has declared.

16 Right to Assign/Novate contract

16.1 Reasonable change of location, or the sale of the business (either by shares or transfer or assets), or the change of the name of SOBL, or a change of any third party contractor(s) authorised by SOBL does not absolve the student of responsibility under this contract.

16.2 SOBL may assign or transfer, at its sole and absolute discretion, all or part of its rights and obligations under this contract to any third party, including unpaid portion of fees due under this contract and the student agreed to complete any documentation required to perfect or preserve any rights under this contract as a result of any such assignment or transfer.

16.3 Any such assignee or transferee shall be entitled to the full benefit and be obligated to provide the burden of this contract to the same extent as if it were an original party in respect to the rights or obligations assigned or transferred to it.

16.4 For the avoidance of doubt, the student by signing the Application agrees in advance to any assignment or novation of this contract to any party that SOBL approves. The student agrees to accept the services of the new provider and pay the provider of those services all fees due under this contract.

17 Course Variations

17.1 **Change in student location**. A change of address either within New Zealand or internationally does not constitute grounds for cancellation of this contract.

17.2 **Course Deferment**. The student may at any time request to defer their enrolment (suspend their study time). Course deferral will be for a maximum of 3 months only. In addition:

a. Any deferment will be subject to the student being up to date with all payments due to SOBL as detailed under payment details.

b. A deferment in studies will not affect or defer any payments or payment plans that the student has entered into with SOBL and all future payments will be in accordance with this contract.
c. All applications for deferment must be submitted in writing through electronic mail to admin@SOBLacademy.co.nz. It is the student's responsibility to ensure receipt of the application by SOBL.

Please note that a request for course deferment does not infer an acceptance by SOBL and any decision to accept a course deferment request is made on a case-by-case basis and at the sole discretion of SOBL.

18 Privacy of Information

SOBL will abide by the Privacy Act 2020 and respects student's privacy.
Personal information may be used by SOBL for external auditing purposes and to send the student information about the School of Business's various products, supervises or workshops, or those of our partners.
All students agree as part of their enrolment that some material may be collected for marketing or advertising purposes.
The student has the right under the Privacy Act 2020 to obtain access to and request correction to any personal information concerning the student held by SOBL.

19 Liability

To the extent permitted by law, SOBL shall not be liable or responsible to the student or any party for any indirect or consequential injury, loss or damage to the student or property of the student whatsoever and howsoever arising. Nothing in this clause is intended to have the effect of contracting out of the Consumer Guarantees Act 1993 except to the extent permitted by the Act.

20 Electronic Transmissions

The student may apply for acceptance in to the program pursuant to the Application by electronic means, and any such Application is as valid and binding as if it had been made by other than electronic means. The student acknowledges that anything he/she does in connection with any agreement between SOBL and themselves whether before or after this contract is formed, is valid and enforceable if done by electronic means. SOBL consents to the student giving any information, and providing any confirmation and/or signatures in electronic form. The student consents to being given any information relating to this contract or the program in electronic form.

21 Variation of Terms and Conditions

SOBL may update these terms prospectively where lawful. Material changes to the weekly price, billing, withdrawal or certification conditions will be notified in advance and will require consent wherever applicable law requires it.

22 Acceptance/Declaration

Upon submitting the Application, the student acknowledges their understanding of the contract entered into with SOBL and agrees that:

a. the student warrants he/she is 18 years of age or over at the time of signing the Application; if under the age of 18 the parent or guardian has agreed and completed the Application on the student's behalf;
b. the student warrants that the information provided by the student in the Application and subsequently upon request is complete in all regards, accurate and correct;
c. the student accepts these terms and conditions are binding on the student and acknowledges that they have read /understood the Student Handbook and Code of Practice;
d. the course entry requirements are understood and accepted and will be met by the student;
e. the student has declared any and all support needs to SOBL at the time of submitting the Application and accepts that SOBL will operate within its policies to meet any needs the student has declared;
f. the course commencement date and durations will be determined in accordance with these terms and conditions;
g. the student is responsible for his/her own progress and submission of work including assessments;
h. where the student is paying via a Payment Plan, the student agrees to and consents that, SOBL can undertake any form of credit check required to satisfy SOBL's payment policy requirements with any organisation that may provide credit worthiness information about the student;
i. the student will notify SOBL immediately if he/she becomes aware of any circumstances which may affect the student's ability to satisfactorily complete the course in order that SOBL can determine whether SOBL can provide assistance or support to the student during the provision of the course.
j. the student gives permission for SOBL to use any marketing or advertising materials that refers the student; and
k. the student has read and agreed to all aspects of the Application and that a copy of this contract has been provided to them