

# BONDED MERIT SCHOLARSHIP AGREEMENT

This is your *agreement* with the *Crown* to receive a Bonded Merit Scholarship. The purpose of the Bonded Merit Scholarship is to recognise and reward academic achievement and provides an incentive to remain in New Zealand after you have finished your study.

Your *agreement* is in two parts.

- In Part 1 you will find pages to check and sign.
- In Part 2 you will find the terms and conditions of your *scholarship*.

The legal terms used in this document are in italics and are explained in the Definitions section at the back.

If you have any concerns or do not understand any part of this *agreement* please see the All You Need to Know booklet or contact StudyLink. You may also wish to seek independent advice on this *agreement*.

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# Bonded Merit Scholarship [2009] - Signing page

Please check this page, sign it, remove it and return it to StudyLink.

## Recipient (The Student)

Your First Name(s) – include all your first names

Your Family Name or Surname

Date of Birth

Your address – address for correspondence and formal notices

I have read, understood and agree to the terms and conditions of this *agreement*.

I understand that signing this *agreement* does not mean that I will be offered a *scholarship*.

Your signature

Date signed

**If you are under 18 years of age** then a parent or guardian will need to consent to you entering into this *agreement*. This doesn't apply if you are married, in a civil union, have any dependent children, or have had a Student Allowance Independent Circumstances grant or Independent Youth Benefit.

I consent to the person named above accepting a *scholarship*. I understand I cannot withdraw or modify my consent.

Full name of person giving consent

My relationship to this person is: (e.g. parent, step-parent, caregiver)

I understand that if they are offered a *scholarship* they will be responsible for meeting the obligations under this *agreement*.

Signature of person giving consent

Date signed

**Do not mark below this line. Any marks below this line may invalidate the *agreement*.**

Signed for and on behalf of the *Crown*

**Peter Hughes, Chief Executive Ministry of Social Development**

Name and designation

## Office use only

Signed and Dated

U18 Consent Required

Consent Signed and Dated

Fields Altered

Evidence

Y

Q

Y

Q

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## Part 2 - Bonded Merit Scholarship Terms and Conditions

### Introduction

This *agreement* and the *Act* contain all the terms and conditions of your *scholarship*. If the *Act* and this *agreement* conflict, the provisions in the *Act* will prevail.

#### 1. Eligibility

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##### 1.1 Award

- (a) The decision to award a *scholarship* is entirely at our discretion. Our decision is not subject to any review process.
- (b) Completing a *scholarship* application and signing the *agreement* does not create an obligation on us to award a *scholarship*. A binding contract is created if you receive a *scholarship approval letter* saying that you have been awarded a *scholarship*.
- (c) We will decide to award a *scholarship* on the basis of the grades from your first year of bachelor degree level study. You must have been a *full-time student* in that year and have achieved a B grade average or better. If you were a *limited full-time student* in that year and achieved a B grade average or better, we will only consider your scholarship application if the reason you were a *limited full-time student* in that year was due to disability or ill-health. Preference will be given to eligible applicants with the highest grades. Other relevant information such as awards, prizes and academic references may be used to decide whether to award the *scholarship*.
- (d) To be eligible for the award of a *scholarship* you must be a *full time student* in the second year of study towards your first bachelor degree. If you are a *limited full-time student* in your second year of study towards your first bachelor degree, you will only be eligible for the award of the *scholarship* if the reason you are a *limited full-time student* in your second year of study is due to disability or ill-health.
- (e) The maximum value of the *scholarship* is \$3,000 per year.
- (f) You cannot be awarded more than the total maximum value of the *scholarship* of \$12,000.
- (g) The *scholarship* will be awarded for the time it usually takes to complete your *course* on a full-time or *limited full-time* basis provided you meet the payment and continuing eligibility criteria set out in paragraphs 1.2 and 2 of this agreement.
- (h) You cannot be awarded more than one *scholarship*.
- (i) You cannot be awarded a *scholarship* if you have been awarded any other government funded scholarship which pays for *fees* or a stipend (except one earned or awarded through the school scholarship exam).
- (j) You must be a New Zealand citizen or permanent resident of New Zealand and normally live in New Zealand in each year of the *scholarship*. However, you may be able to study overseas as part of your *course* in certain circumstances.

##### 1.2 Payment

- (a) To be paid your *scholarship* you must:
  - (i) undertake the *course* for which you were awarded your *scholarship*; and

- (ii) be a full-time student or be a *limited full-time student* and
  - (iii) meet our eligibility criteria set out at paragraph 2 of this *agreement* in each year of your *scholarship*.
- (b) Your *scholarship* will be paid each year
- (i) directly to your *education provider* for *fees* only. You cannot collect the money.
- (c) If your *education provider* refunds any *fees* paid by us, we will determine how much if any will be refunded to your *Student Loan* if it was used to pay *fees* for the *course*.

## 2. Your continuing eligibility

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2.1 Your *scholarship* may be paid for up to 4 years towards your first bachelor degree and its subsequent post graduate level study provided the other criteria are met.

If you are a *limited full-time student* due to disability or ill-health your *scholarship* may be paid for the time it takes to complete your first degree and its subsequent post graduate level study on a *limited full-time* basis, provided the total maximum value payable under the *scholarship* of \$12,000 has not been exceeded and other criteria are met.

### 2.2 Changes

- (a) In order to continue to be eligible for your *scholarship* you must get our approval to:
- (i) study overseas as part of your *course*,
  - (ii) transfer your *scholarship* from one *course* to another, or
  - (iii) become a *limited full-time student*.

If you do not get our approval for any of the changes listed above, you will lose your *scholarship*. You will have to repay the full amount you received as if it were a *default* but you will not be required to remain in New Zealand.

### 2.3 Academic performance

- (a) You must maintain at least a B grade average each year over all of your subjects to keep your *scholarship*, unless there are *reasons beyond your control*.
- (b) If you do not maintain at least a B grade average each year over all of your subjects for reasons within your control, you will lose your *scholarship*. If you pass more than half of your *course*, and subsequently complete your qualification, you will still be required to stay in New Zealand as set out in clause 3 of this *agreement*, and will still be subject to the *default* provisions of clause 4.
- (c) If, in any year the *scholarship* is paid, you do not have at least a B grade average over all of your subjects due to reasons within your control and/or you fail to pass more than half of your *course*, you will lose your *scholarship*. You will have to repay your *scholarship* as if you had defaulted under clause 4, but will not be required to stay in New Zealand as set out in clause 3.
- (d) You will lose the *scholarship* if you do not undertake the *course* it was awarded for or fail to meet *course* requirements. You will also have to repay the *scholarship* as if you had defaulted under clause 4, but will not be required to stay in New Zealand as set out in clause 3.

## 2.4 Withdrawal

- (a) If you withdraw from the *course* for which your *scholarship* is awarded or you do not meet *course* requirements, for reasons within your control, you will lose your *scholarship* and will have to repay your *scholarship* as if you had defaulted under clause 4. You will not be required to stay in New Zealand as set out in clause 3.
- (b) If you withdraw for *reasons beyond your control*, you will lose your *scholarship* but will not be required to repay the *scholarship* as set out in clause 4, or be required to stay in New Zealand as set out in clause 3 (unless you resume study).

## 2.5 Postponement and Resumption

- (a) You may postpone your *course* for up to one full *academic year* with our approval if you have *special circumstances*. We will continue to pay you your *scholarship* when you resume your *course* subject to the following:
  - (i) you must resume study in the following calendar year.
- (b) If you postpone your *course*, other than in *special circumstances* approved by us, you will have to repay your *scholarship* as if you had defaulted under clause 4. You will not be required to stay in New Zealand as set out in clause 3.

## 2.6 Reasons beyond your control and special circumstances

- (a) You can write to us explaining what happened if you believe your failure to maintain at least a B grade average or your withdrawal or failure to comply with your obligations to remain in New Zealand was for *reasons beyond your control*. We will assess and determine in our discretion whether *reasons beyond your control* existed.
- (b) You can also write to us, explaining what happened if you believe *special circumstances* exist if you postpone your *course*. We will determine in our discretion whether we accept that *special circumstances* exist.

## 2.7 Non-Completion

- (a) If you do not complete the *qualification* for the *course* the *scholarship* was awarded for, unless otherwise provided in this *agreement*, you will be required to repay all of the *scholarship* as if it were a *default* under clause 4. However you will not be required to remain in New Zealand as set out in clause 3.
- (b) If you do not complete your *qualification* due to *reasons beyond your control*, you will not have to repay the *scholarship* or be required to remain in New Zealand as set out in clause 3.

## 3. Your obligations after you complete your qualification

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- 3.1 You are required to stay in New Zealand for the minimum period set out below. This starts from the first day of the month following the completion date of the *course* that results in you completing the *qualification* for which the scholarship was paid.

<i>Scholarship</i> for 1 year of study	You must stay in New Zealand for the equivalent of 1 of the next 2 years
<i>Scholarship</i> for 2 years of study	You must stay in New Zealand for the equivalent of 2 of the next 3 years

<i>Scholarship</i> for 3 years of study	You must stay in New Zealand for the equivalent of 3 of the next 4 years
<i>Scholarship</i> for 4 or more years of study	You must stay in New Zealand for the equivalent of 4 of the next 5 years

3.2 The minimum period allows for one year's flexibility to travel overseas. You are also allowed an additional 4 week absence from New Zealand in each 1 year period that you are required to stay in New Zealand. This allowed 4 week absence cannot be combined and rolled over into following years.

#### 4. **Repayment and *Default***

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4.1 You must repay all or part of your *scholarship* as required under this *agreement*. This is called a *default*.

4.2 You also *default* if, after getting your *qualification*, you do not:

- (a) meet the requirement to stay in New Zealand as set out in clause 3; or
- (b) ensure we receive a completed declaration or *residency statement* within 30 days of us requesting one.

4.3 The *default amount* will be calculated as follows, unless you are required to repay all of your *scholarship* for a *default* under this *agreement*:

<b><i>Default date</i></b>	<b>Receipt of three years of <i>scholarship</i> or less</b>	<b>Receipt of more than three years of <i>scholarship</i></b>
Within the first year of completing your <i>qualification</i>	80% of your <i>scholarship</i>	80% of your <i>scholarship</i>
Within the second year of completing your <i>qualification</i>	60% of your <i>scholarship</i>	70% of your <i>scholarship</i>
Within the third year of completing your <i>qualification</i>	40% of your <i>scholarship</i>	60% of your <i>scholarship</i>
Within the fourth year of completing your <i>qualification</i>	Not Applicable	40% of your <i>scholarship</i>

4.4 We will tell you of any *default*, the *default date*, and the *default amount* and we will give you a reasonable time to dispute these.

#### 5. ***Default dispute process***

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5.1 The decision to award a *scholarship* can not be reviewed. However, the following administrative review process will be used to resolve any *default* disputes:

- (a) we will send you a *default letter* telling you of the *default*, the *default date* and the *default amount* and further details of the dispute process;
- (b) you will have 14 days to dispute the *default*. If you do not dispute the *default*, a final *default letter* will be sent to you. You will have 28 more days to dispute the *default*. If you do not dispute the *default* within this timeframe, we will send you a reminder letter. This letter may be sent to the alternative address supplied by you. You will have 14 more days to dispute the *default*;
- (c) you may give us *notice* if you dispute the *default* by contacting us in writing,

- (d) we will review our decision if you lodge a *dispute*. We will tell you in writing of the result of the review. The result will be final and binding on you but does not affect your other rights, including those under the *Act* and the Credit Contracts and Consumer Finance Act 2003 in respect of the *default*.

5.2 The *default amount* will be established:

- (a) if you tell us in writing that you agree with the *default* and *default amount*;
- (b) at the end of the relevant *default* notice period, if we have not received *notice* that you dispute the *default*; or
- (c) at the end of the review if you dispute the *default amount*.

5.3 If our decision is upheld after our review, the *default amount* will be transferred to *Inland Revenue* on the next 28 February following our review. Prior to transfer, you will have objection rights under the *Act*.

5.4 Before we transfer the *default amount* to *Inland Revenue* we will send you a letter showing the *default amount* and the interest that has accrued. The letter will also include the projected interest to the next 28 February, your objection rights and all relevant disclosures.

5.5 *Inland Revenue* will collect the *default amount* as if it were a *Student Loan*.

## **6. Transfer of *default amount* to *Inland Revenue***

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6.1 On 28 February, following *default*, the *default amount* will be transferred to *Inland Revenue*, unless:

- (a) there is an outstanding objection, or
- (b) you have committed fraud in providing any information to us. If we demand that you repay the fraudulent part of your *scholarship*, you must do so immediately, or
- (c) you have made a repayment to us in January or February of that year, in which case the transfer will occur on 31 March of that year.

6.2 If you have a *Student Loan* with *Inland Revenue*, the *default amount* will be added to your *Student Loan*.

## **7. Interest on *default amount***

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7.1 Interest will be calculated on the *default amount* at the *interest rate* on a daily basis from the *default date*.

7.2 Interest is calculated on a daily basis from the *default date* and is compounded on 31 March each year.

7.3 Any interest that is added may be written off by *Inland Revenue* if you are eligible for an interest-free *Student Loan*.

7.4 All interest rates may vary from time to time.

## **8. Repayment of *default amount***

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8.1 After we transfer the *default amount* to *Inland Revenue*, and /or once you are earning more than the *repayment threshold*, you will have to make repayments towards the *default amount* (including

any interest). The amount of the repayments is calculated by subtracting the *repayment threshold* from your income before tax, and multiplying the difference by 10%.

- 8.2 The *repayment threshold* may change from time to time. *Inland Revenue* will tell you of any change.
- 8.3 You can make voluntary repayments of all or part of the *default amount* and interest to us at any time. After the transfer of the administration of the *default amount* to *Inland Revenue*, repayments can be made to *Inland Revenue*.
- 8.4 If you do not meet your *Student Loan* repayment obligation in full by the due date, you will be charged a penalty of 1.5% every month until the total outstanding amount is repaid in full. This only applies to amounts over \$333.
- 8.5 If you are required to make interim repayments and you underestimate them, you may be charged a penalty of 10% of the amount underestimated.
- 8.6 You must repay the *default amount* and any interest on demand if you:
- (a) become bankrupt or enter into an agreement with creditors, or
  - (b) have committed fraud to get a *scholarship*, or
  - (c) do not provide information required under this *agreement*, or
  - (d) do not pay any amount required under this *agreement*.
- 8.7 If you die, the *default amount* (including any interest) will no longer need to be repaid.

## **9. Dispute about repayments, interest or penalties**

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- 9.1 After we have transferred the administration of the *default amount* to *Inland Revenue*, you can challenge any or all of the following things if you believe that they are incorrect:
- (a) the amount of your repayments, or
  - (b) the amount of interest charged, or
  - (c) the amount of any penalty charged.

## **10. Disclosure**

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- 10.1 Cancellation Rights
- (a) On *default*, a debt called a *default amount* will be created and this *agreement* will become a consumer credit contract under the Credit Contracts and Consumer Finance Act 2003. That Act gives you the right to cancel this *agreement* within 7 *working days* of the date of the *scholarship approval letter*.
  - (b) If your *education provider* has already had *fees* paid to it under this *agreement* then you must repay those *fees* to us no later than the end of the 7<sup>th</sup> *working day* from the date of the *scholarship approval letter*.
- 10.2 If you *default*, the “key details if your *scholarship* becomes a *Student Loan* on *default*.” The obligation to repay your *scholarship* and the interest charged on the *default amount* only applies when you *default*.

10.3 Key details if your *scholarship* becomes a *Student Loan* on *default*:

<b>Repayment threshold:</b>	\$18,148 for the tax year ending 31 March 2009.
<b>Repayment percentage:</b>	10%
<b>Annual Interest rate:</b>	6.7% per year (a) Interest is calculated on a daily basis and is compounded on 31 March following the end of the year the <i>default amount</i> was established and annually after that.
<b>Default penalty:</b>	1.5% as set out in clause 8.4
<b>Address details:</b>	
<b>StudyLink</b>	StudyLink Centre Free Post 113907 Private Bag 11070 PALMERSTON NORTH 4442 Phone: 0800 88 99 00 <a href="http://www.studylink.govt.nz">www.studylink.govt.nz</a>
<b>Inland Revenue</b>	12-22 Hawkestone Street PO Box 2198 WELLINGTON 6140 Phone: 0800 37 77 78 <a href="http://www.ird.govt.nz/studentloans">www.ird.govt.nz/studentloans</a>

## 11. Giving us information

11.1 During the *scholarship period*, you must tell us if you:

- (a) withdraw from all or part of your *course*,
- (b) postpone your *course*, or
- (c) restart your *course* (following a postponement), or
- (d) change your circumstances in a way that might affect your entitlement to the *scholarship*, or
- (e) receive any other government funded scholarship which pays for your *fees* or a stipend (unless it is earned from the school scholarship exam), or
- (f) leave New Zealand for any period of time.

11.2 During the *scholarship period*, you must also tell us what your grades are for your *course*

11.3 During the entire time you are required to stay in New Zealand as set out in clause 3, you must tell us:

- (a) if you leave New Zealand for any period and,

- (b) about any change in your circumstances that affects your obligation to stay in New Zealand.

11.4 You must complete and return any declaration that we send you regarding your *scholarship* or your obligation to stay in New Zealand as set out in clause 3 within 30 days.

11.5 You must tell us if you change your address during the *scholarship period* and the subsequent time you are required to stay in New Zealand as set out in clause 3.

## 12. Notices

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12.1 We will hand deliver any *notices* under this *agreement* to you or post them to an address specified by you.

12.2 You will receive *notices* from us before the transfer of any *default amount* to *Inland Revenue*.

12.3 After the transfer of a *default amount*, you will receive *notices* from *Inland Revenue*, they will be sent by ordinary mail to the address held by *Inland Revenue*.

12.4 If we or *Inland Revenue* believe that your address is incorrect, or that you are no longer receiving mail or living at that address, *notices* may be sent or delivered to any alternative address in the Ministry of Social Development's or *Inland Revenue*'s databases.

12.5 You may give *notices* under this *agreement* by delivering them to any StudyLink office or by posting them to us at the address on page 9 of this *agreement*.

12.6 After the transfer of a *default amount*, you may give *notices* by post to *Inland Revenue* at the address in this *agreement*.

12.7 *Notices* sent by ordinary mail will be deemed to be given to the other party on the 4<sup>th</sup> *working day* after posting.

12.8 We or *Inland Revenue* will give *notice* of any change to the *interest rate*, the *repayment threshold* or the *repayment percentage*, or the minimum repayment amount by publishing it in accordance with the *Act* or by sending it to you in accordance with the Credit Contracts and Consumer Finance Act 2003.

## 13. Governing Law

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13.1 This *agreement* is governed by the laws of New Zealand.

13.2 The courts of New Zealand shall have non-exclusive jurisdiction to hear and determine all issues which may arise under or in connection with this *agreement*.

13.3 Nothing in this *agreement* limits our rights to commence any legal action against you in any jurisdiction. The filing of any proceedings will not prevent the filing of proceedings to any other jurisdiction, whether at the same time or not.

## 14. Assignment

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14.1 We may assign our interest in this *agreement* to any organisation or person. You cannot assign your interest or obligations under this *agreement*.

## 15. Privacy

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- 15.1 The information that you give us may be checked with any other information held by us. This is to determine whether you should have received or should continue to receive a *scholarship*.
- 15.2 The Privacy Act 1993 requires us to tell you that:
- (a) The information you give us will be held by the Ministry of Social Development.
  - (b) The information is collected for the purposes of providing you with financial assistance administered by the Ministry of Social Development (including StudyLink), and in particular for:
    - (i) granting and administering this *scholarship* and other financial assistance under the Student Loan Scheme, the *Act*, the Social Security Act 1964 and the Education Act 1989;
    - (ii) providing education related services;
    - (iii) statistical and research purposes;
    - (iv) providing advice to Government; and
    - (v) providing support and services to you and your family.
  - (c) Other information that you give us on your skills, aspirations, family circumstances etc, and that is not required to assess your entitlement to financial assistance may be used to provide a better service to you by StudyLink and the wider Ministry of Social Development.
  - (d) The information you give us may be compared with information held by *Inland Revenue*, the Ministry of Education, New Zealand Qualification Authority, the Tertiary Education Commission and *education providers*, Ministry of Justice, the Department of Corrections, the New Zealand Customs Service, the Department of Internal Affairs, the Accident Compensation Corporation, Housing New Zealand Corporation, Statistics New Zealand, Ministry of Health, and Immigration New Zealand.
  - (e) Under the Tax Administration Act 1994, if you have dependent children, the information you give us may be shared with *Inland Revenue* for the purpose of administering Working for Families Tax Credits. *Inland Revenue* may also:
    - (i) use the information for the purposes of administering your *student loan*, child support, and taxation;
    - (ii) disclose it to the Department of Labour, Statistics New Zealand, the Ministry of Justice, the Accident Compensation Corporation, and the Ministry of Education; and
    - (iii) disclose your personal information to your partner.
  - (f) We may disclose details about the status of your *scholarship* to any institution or *person* nominated by you.
  - (g) Under the Privacy Act 1993 you have the right to ask to see all information we hold about you, and to ask us to correct that information.
  - (h) You are not required to give us information: but if you do not give us all the information we ask for, your application for a *scholarship* may be declined.

## 16. Fraud

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- 16.1 If you use this *agreement* to obtain a *scholarship* and you are not a student of an *education provider*, or if you commit fraud to get this *scholarship*, you will have to repay all or part of the *scholarship*.
- 16.2 The fraud will also be treated as a *default* and the *default date* will be the date the *scholarship* was paid to you. The part of the *scholarship* required to be repaid will be the *default amount* and the provisions of this *agreement* will apply (except that you will not be required to stay in New Zealand as set out in clause 3).
- 16.3 Any prosecution filed in accordance with this clause may be filed in addition to any other remedy available to us under this *agreement*, or otherwise.

## 17. Offences

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- 17.1 If you use this *agreement* to obtain a *scholarship* when you are not a student of an *education provider*, or where you may have committed fraud or used false pretence to get a *scholarship*, you may have committed an offence under the Crimes Act 1961.
- 17.2 Further, you will be committing an offence under the *Act* if you *default* and you:
- (a) wilfully or negligently fail to notify your employer that you are required to have repayment deductions made from your salary or wages, or
  - (b) wilfully or negligently give any false information in relation to anything affecting your repayment deductions or repayment obligations, or
  - (c) wilfully or negligently mislead *Inland Revenue* about your repayment deductions or repayment obligations, or
  - (d) wilfully or negligently file a false return, or
  - (e) refuse to give any information to *Inland Revenue* that you are required to under the *Act*, or
  - (f) obstruct *Inland Revenue* when they are performing their duties under the *Act*.
- 17.3 Prosecution under this clause does not prevent other legal action being taken against you.

## 18. Definitions

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In this *agreement*:

**Act** means the Student Loan Scheme Act 1992.

**agreement** means this agreement, including the signing page and the terms and conditions.

**course** is an approved course of study towards a qualification for which this *scholarship* is awarded and includes any approved transfer.

**Crown** means her Majesty the Queen in right of New Zealand.

**default** happens when:

- (a) You are required to repay all or part of your *scholarship* as a result of breach of this *agreement* (such as not getting our approval for *course* changes, withdrawal, failure of your

*course* for reasons within your control, failure to maintain a B grade average for reasons within your control);

- (b) your fail to stay in New Zealand after you gain your qualification, as set out in clause 3; or
- (c) you do not ensure we receive a completed declaration or residency statement within 30 days of us requesting one.

**default amount** is the amount of the *scholarship* you must repay under this *agreement*, which is either all of your *scholarship* or the amount calculated as set out in the table in clause 4 and, where applicable, includes any interest accrued on that amount.

**default date** is the earlier of,

- (a) the date we do not receive your completed declaration or *residency statement* within 30 days of us requesting it, or
- (b) the date you leave New Zealand and then stay outside of New Zealand longer than allowed as set out in clause 3 or
- (c) the date you make any changes under clause 2.2 without our approval, the date you withdraw from your *course*
- (d) the date you fail to meet academic performance requirements under clause 2.3 or
- (e) the date it is determined by StudyLink that an action you have taken or failed to take results in you having to repay your *scholarship* under this *agreement*

**default letter** means the letter of advice sent to you stating that you have not met the conditions of the *scholarship* and a *default* has occurred, and calculating the *default amount*.

**education provider** is a state university, polytechnic, wananga, college of education, or a registered private training establishment providing tertiary education.

**fees** are the compulsory fees charged by your *education provider* for your *course* and have the same meaning as defined as part of the *Student Loan Scheme*.

**full-time course** is a *course* of at least 32 weeks which has an equivalent *full-time student* value of at least 80% (as determined by the formula in the Education Act 1989), and includes a course that we have approved as limited full time for the purposes of this scholarship.

**full-time student** is a student enrolled in a *course* of at least 32 weeks and which has an equivalent *full-time student* value of at least 80% (as determined by the formula in the Education Act 1989). This includes a *limited-full time student*.

**interest rate** is the rate at which interest is charged on a *default amount* as set out on page 9.

**Inland Revenue** means the Commissioner of Inland Revenue as defined in the Tax Administration Act 1994.

**limited full-time student** is a student enrolled in a less than full-time *course for reasons beyond their control*, that we have approved as a *limited full-time student* for the purposes of this *scholarship*.

**notice** means information provided either to you or to us, that informs the other of details that they should be aware of under the terms of the *agreement* as described in clause 12.

**qualification** means the undergraduate degree or postgraduate degree gained as a result of the successful completion of the *course* for which the *scholarship* was awarded.

**reasons beyond your control** and **special circumstances** are as determined by us and include, but are not limited to, ill-health and accident.

**repayment percentage** means the percentage set out on page 9. It determines how much of your income over the *repayment threshold* should be repaid.

**repayment threshold** means the amount set out on page 9. It is the amount you can earn up to, before having to make repayments.

**residency statement** means any statement or declaration we require you to make in order to confirm that you have complied with your obligation to stay in New Zealand as set out in clause 3.

**scholarship** means the Bonded Merit Scholarship awarded under this *agreement*.

**scholarship approval letter** means the letter sent to you stating that you have been awarded a *scholarship*, and setting out details of the amount you will be awarded.

**scholarship period** means any period during which you receive your *scholarship*.

**signing page** means page 1 of this *agreement* headed 'signing page'

**Student Loan** means a loan made under the Crown's *Student Loan Scheme* for tertiary students.

**Student Loan Scheme** means the *Crown's* loan scheme for tertiary students which may be amended from time to time.

**we, our** and **us** means the *Crown* acting through StudyLink, a service line of the Ministry of Social Development. References to StudyLink include any subsequent agency responsible for the administration of scholarships.

**working day** means a day of the week other than:

- (f) a Saturday, a Sunday, Waitangi Day, Good Friday, Easter Monday, Anzac Day, the Sovereign's Birthday, and Labour Day; and
- (g) a day in the period beginning with 25 December in a year and ending on 2 January in the following year; and
- (h) if 1 January falls on a Friday or a Saturday, the following Monday; and
- (i) if 1 January falls on a Sunday, the following Tuesday.

**you** means the person named as the Recipient on the Signing Page.