

STUDENT LOAN CONTRACT

This is your contract with the *Crown* to receive and repay a student loan. It is available to you through the *Student Loan Scheme*. The purpose of this *Scheme* is to provide financial assistance to students enrolled in approved courses and programmes at tertiary *education providers* in New Zealand.

Your *loan contract* 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 *loan*.

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

If you have any queries about any part of this *loan contract* please see the booklet "*How to get a student loan and how to pay one back*" or contact either StudyLink or *Inland Revenue*. You may also wish to seek your own independent advice on the *loan contract*.

Remember: What you borrow, you'll have to pay back.
The less you borrow, the faster you'll pay off your loan.

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Student Loan CCYY – Signing Page

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

BORROWER (The Student)

Your First Names(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, understand and agree to the terms and conditions of this *loan contract*.

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 *loan contract*. 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. Your parent or guardian does not have any repayment obligations. The terms and conditions of this *loan contract* are binding on you.

Full name of person giving consent


My relationship to this student is – state relationship (e.g. parent, step parent, caregiver)

I consent to the borrower named above agreeing to this *loan contract*. I understand that by giving my consent the above named borrower may have access to a *loan* including *fees, living costs, and course related costs*. I also understand this consent cannot be withdrawn or modified.

Parent or guardian signature

Date signed

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



Signed for and on behalf of the *Crown*

Peter Hughes, Chief Executive – Ministry of Social Development

Name and designation

Office use only (F)

Y N Q

Y N Q

Y N Q

Name and date of Birth

Contract signed/dated

Contract Altered

Under 18 Years

Parental Consent Given

Marriage cert. provided

Dependent child(ren)
Birth cert. provided

Your Student Loan Details

Please check your *student loan details* are correct and change any details that are incorrect. In some circumstances we may issue you a new contract to complete. You may amend the *student loan details* at any time. The information you have provided may be used by us, or the Ministry of Education, for work on student loan policy.

Gender

Client Number

IRD Number

Bank Account Number

Study Details: If more than one *education provider* please state:

Education Provider	Campus / Location	Programme Start Date	Programme End Date	Do you want your <i>loan</i> to pay the <i>fees</i> for this <i>education provider</i> ? YES/NO*	Student ID Number

* I understand that when I answer "Yes", I am authorising payment to my *education provider* by direct transfer from my *loan account* of any *fees* payable to enrol or register that are still owing to them (as notified by my *education provider*)

Living Costs	YES/NO
I have applied for <i>living costs</i> per week of <input type="text"/> \$ (Enter \$0 if you are not eligible for <i>living costs</i> or if you do not want to borrow any <i>living costs</i>) If you have applied for the <i>maximum living costs</i> per week, and if you wish for this amount to be adjusted from time to time in accordance with the <i>CPI process</i> (rounded to two decimal places), enter yes in the box below. The new amount will be published on www.studylink.govt.nz YES/NO <input type="checkbox"/>	1. I am applying for a <i>loan</i> for <i>fees</i> only. <input type="checkbox"/> 2. I am a New Zealand citizen or have been granted permanent residence status in New Zealand. <input type="checkbox"/> 3. I receive, or will receive, a Work and Income benefit while studying (not including a <i>student allowance</i>). <input type="checkbox"/> 4. My spouse or partner receives, or will receive, a Work and Income benefit while I am studying (not including a <i>student allowance</i>) – write "no" if you do not have a spouse or partner. <input type="checkbox"/> 5. I receive, or will apply for, a Work and Income training incentive allowance while studying. <input type="checkbox"/> 6. I am an undischarged bankrupt (currently bankrupt). <input type="checkbox"/> 7. I am a No Asset Procedure Debtor. <input type="checkbox"/> 8. I am a Summary Instalment Order Debtor. <input type="checkbox"/> 9. I will be in prison while studying. <input type="checkbox"/>

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

Office use only (B)

Y N Q

Y N Q

Citizen

Permanent Resident

If this box is checked
Send evidence to StudyLink

Inland Revenue Number

Bank Account Number

Other Fields Altered

Extra evidence received

Evidence sent to StudyLink

Student Loan CCYY – Signing Page

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

BORROWER (The Student)

Your First Names(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, understand and agree to the terms and conditions of this *loan contract*.

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 *loan contract*. 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. Your parent or guardian does not have any repayment obligations. The terms and conditions of this *loan contract* are binding on you.

Full name of person giving consent

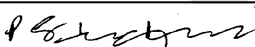
My relationship to this student is – state relationship (e.g. parent, step parent, caregiver)

I consent to the borrower named above agreeing to this *loan contract*. I understand that by giving my consent the above named borrower may have access to a *loan* including *fees, living costs, and course related costs*. I also understand this consent cannot be withdrawn or modified.

Parent or guardian signature

Date signed

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



Signed for and on behalf of the *Crown*

Peter Hughes, Chief Executive – Ministry of Social Development

Name and designation

Office use only (F)	Y	N	Q		Y	N	Q		Y	N	Q
Name and date of Birth	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Contract signed/dated	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Contract Altered	<input type="checkbox"/>		
Under 18 Years	<input type="checkbox"/>										
Parental Consent Given	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Marriage cert. provided	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Dependent child(ren) Birth cert. provided	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Your Student Loan Details

Please check your *student loan details* are correct and change any details that are incorrect. In some circumstances we may issue you a new contract to complete. You may amend the *student loan details* at any time. The information you have provided may be used by us, or the Ministry of Education, for work on student loan policy.

Gender

Client Number

IRD Number

Bank Account Number

Study Details: If more than one *education provider* please state:

Education Provider	Campus / Location	Programme Start Date	Programme End Date	Do you want your <i>loan</i> to pay the <i>fees</i> for this <i>education provider</i> ? YES/NO*	Student ID Number

* I understand that when I answer "Yes", I am authorising payment to my *education provider* by direct transfer from my *loan account* of any *fees* payable to enrol or register that are still owing to them (as notified by my *education provider*)

Living Costs	YES/NO
I have applied for <i>living costs</i> per week of \$ <input type="text"/>	1. I am applying for a <i>loan</i> for <i>fees</i> only. <input type="checkbox"/>
(Enter \$0 if you are not eligible for <i>living costs</i> or if you do not want to borrow any <i>living costs</i>)	2. I am a New Zealand citizen or have been granted permanent residence status in New Zealand. <input type="checkbox"/>
If you have applied for the <i>maximum living costs</i> per week, and if you wish for this amount to be adjusted from time to time in accordance with the <i>CPI process</i> , enter yes in the box below. The new amount will be published on www.studylink.govt.nz	3. I receive, or will receive, a Work and Income benefit while studying (not including a <i>student allowance</i>). <input type="checkbox"/>
YES/NO <input type="checkbox"/>	4. My spouse or partner receives, or will receive, a Work and Income benefit while I am studying (not including a <i>student allowance</i>) – write "no" if you do not have a spouse or partner. <input type="checkbox"/>
	5. I receive, or will apply for, a Work and Income training incentive allowance while studying. <input type="checkbox"/>
	6. I am an undischarged bankrupt (currently bankrupt). <input type="checkbox"/>
	7. I am a No Asset Procedure Debtor. <input type="checkbox"/>
	8. I am a Summary Instalment Order Debtor. <input type="checkbox"/>
	9. I will be in prison while studying. <input type="checkbox"/>

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

Office use only (B)

Y N Q

Y N Q

Citizen

Permanent Resident

If this box is checked
Send evidence to StudyLink

Inland Revenue Number

Bank Account Number

Other Fields Altered

Extra evidence received

Evidence sent to StudyLink

Terms and Conditions

Introduction

This *loan contract*, the *loan entitlement advice* and the *Act* contain the terms and conditions of this contract. These terms and conditions are subject to the Credit Contracts and Consumer Finance Act 2003.

Key details of your *loan*

Loan entitlement:	As set out in your <i>loan entitlement advice</i> and made up of:	
	(a)	<i>fees</i>
	(b)	<i>course-related costs</i>
	(c)	<i>living costs</i>

Administration fee:	\$50	
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Repayment threshold:	\$19,084 for the tax year ending 31 March 2011	
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Repayment percentage:	10%	
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Annual Interest rate:	6.6% per year	Interest is calculated on a daily basis and is compounded on 31 March following the end of the <i>loan period</i> and annually after that.
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Default penalty:	1.5% as set out in clause 7.1.4	
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Address details:		
StudyLink	StudyLink Centre Free Post 113907 Private Bag 11070 PALMERSTON NORTH 4442 Phone: 0800 88 99 00 www.studylink.govt.nz	
Inland Revenue	12-22 Hawkestone Street PO Box 2198 WELLINGTON 6140 Phone: 0800 37 77 78 www.ird.govt.nz/studentloans	

1 Maximum you can apply for

- 1.1 The maximum *loan* you may apply for is the total of:
- (a) all of the *fees* for your *course*;
 - (b) *course-related costs* up to \$1,000; and
 - (c) the amount you have nominated for weekly *living costs* for your *study period*, if you are eligible.

2 Binding contract

- 2.1 A binding contract will be formed if all of the following happen:
- (a) you apply for a *loan* and provide all the information we require;
 - (b) we are satisfied that you meet our lending criteria;
 - (c) you sign and return pages 1 and 2 of this *loan contract* to us. On these pages you may make changes to your address details and your *student loan details*. The rest of the *loan contract* must remain unchanged;
 - (d) your *education provider* confirms to us:
 - (i) that you are enrolled to study for a *course*, and
 - (ii) the amount of your *fees* for that *course*; and
 - (e) we send you a letter called the *loan entitlement advice*.

3 How to cancel your *loan*

- 3.1 If you want to cancel this *loan contract* you must give us *notice* in writing. You must give this *notice* within **7 working days** after the date that we posted the *loan entitlement advice* to you.
- 3.2 If you have already received *advances* under this *loan contract* and you wish to cancel it, then you must repay those *advances* (and any interest) to us within **7 working days** after the date that we posted the *loan entitlement advice* to you.

4 Eligibility for a *loan*

- 4.1 You must comply with this *loan contract* to remain eligible for the *loan*. Access to your *loan* may be stopped, at our discretion, if we are satisfied that the *loan account* is not being used as the *student loan scheme* intended (for example, if you have not met *course requirements*).
- 4.2 You are not eligible for a *loan* for *living costs* if you are in prison or studying part-time. You may also not be eligible for *course-related costs* if you are studying part-time.
- 4.3 If you receive a *Student Allowance* or some other financial help from the *Crown* for your *living costs*, the amount of your *living costs* available under your *loan* may be reduced. If you receive a benefit you will not be eligible for any *living costs* from the *loan*.

5 What you can use the *loan* for

5.1 We will pay *advances* under your *loan* that relate to your:

- (a) *fees*, directly to your *education provider*;
- (b) *course-related costs*, to your chosen bank account; and
- (c) *living costs*, to your chosen bank account each week starting in the second week of the *loan period*. The final payment will be made at the end of the *loan period*.

6 Receiving your *loan* money

6.1 Advances

6.1.1 *Advances* to you will be available during the *loan period* only. *Advances* will be paid as set out in the *loan entitlement advice*.

6.2 Loan entitlement advice

6.2.1 We will send you the *loan entitlement advice*:

- (a) after we receive correctly signed pages 1 and 2 of this loan contract;
and
- (b) after any change to your *loan entitlement*.

6.2.2 The *loan entitlement advice* will include:

- (a) following the return of the correctly signed pages 1 and 2 of this loan contract to us:
 - (i) the *loan entitlement*, divided into the amounts available to you for *fees*, *course-related costs* and *living costs*;
 - (ii) the *start date* and the date of the final *advance*;
 - (iii) the *interest rate*;
 - (iv) the *administration fee*; and
 - (v) any known changes to any of the details above and any date(s) that those changes will happen or have happened.
- (b) following a change to your loan entitlement:
 - (i) the new *loan entitlement*, divided into the amounts available to you for *fees*, *course-related costs*, and, if applicable, *living costs*;
 - (ii) the date the new *loan entitlement* is to take effect; and
 - (iii) any other changes to your loan details.

6.3 Changes to your *loan entitlement*

- 6.3.1 Your eligibility for, or entitlement to, any *loan* amount may change during the *loan period*. For example, this may occur if you change your existing *course*, or enrol in a new *course*, or change *education provider*.
- 6.3.2 If you enrol in a new *course*, you must send us a new application for a student loan. This may change the amount of the *loan* that you are eligible for.
- 6.3.3 If your eligibility for or entitlement to any *loan* changes before the end of the *loan period*:
 - (a) the *loan entitlement* will be changed to the new amount;
 - (b) if your *loan entitlement* is increased, *advances* will be available up to the new *loan entitlement*; and
 - (c) if your *total loan entitlement* is decreased, you:
 - (i) agree to refund any *fees* to which you are no longer entitled. This will be repaid by your *education provider* to us by direct credit; and
 - (ii) will pay us the amount of any *living costs* or any *course related costs* that is needed to reduce the *loan balance* to the correct *loan balance* based on your new *loan entitlement*.

7 The interest and *administration fees* on your *loan*

7.1 Interest

- 7.1.1 Subject to clause 7.2, interest will be calculated on the *loan balance* at the *annual interest rate* each day from the date the first *advance* is paid.
- 7.1.2 We will add interest to the *loan account* at the end of each month.
- 7.1.3 Interest will compound when the administration of the *loan* is transferred to *Inland Revenue* on 31 March in each year.
- 7.1.4 If you've underpaid your student loan repayment obligation and you don't pay it in full by the *due date*, you'll be charged the *default penalty* every month until the total outstanding amount is repaid. This only applies to amounts over \$333.
- 7.1.5 You may apply to *Inland Revenue* to waive any penalty charged by them. *Inland Revenue* may in accordance with the *Act* and any other applicable tax laws waive all or part of the *default penalty*.
- 7.1.6 Interest is not charged on overdue amounts that you are being charged penalties for.

7.2 Interest-free loan

- 7.2.1 You may be eligible to have interest written off by *Inland Revenue*.
- 7.2.2 You may be eligible for an *interest-free loan* if you are in New Zealand for at least 183 consecutive days. After you have been overseas for 184 consecutive days you will not be entitled to the *interest-free loan* (and interest will be charged from the first day of your absence). *Inland Revenue* may, in certain circumstances, grant you an exemption if you do not meet the 183-day requirement.

7.3 Changing interest rates and other amounts

- 7.3.1 Any of the *annual interest rate*, *repayment threshold* and *repayment percentage* may be changed on 1 April each year by regulations.
- 7.3.2 We or *Inland Revenue* will notify you of any changes in accordance with any relevant laws.
- 7.3.3 Any advertisement, including by television, radio, pamphlet or letter, advising of changes which apply to all loans under the *Student Loan Scheme* or to any sub-category of loans that includes your *loan*, is *notice* to you.

7.4 Administration fee

- 7.4.1 We will add the *administration fee* to your *loan account* when we pay you the first *advance*. It will form part of the *loan balance*. Interest will be calculated on the *administration fee* in accordance with clause 7.1.

8 Repaying your loan

8.1 Repayment because of your student allowance

- 8.1.1 If, at any time during the *loan period*:
- (a) you are paid a *student allowance* for the same period that you receive a *loan* for *living costs*; and
 - (b) the amount of *loan* for *living costs* was calculated as if you had not received a *student allowance*,

then you may have to repay some of the *loan* for the *living costs*. The amount of *living costs* payment repaid will be used to reduce your *loan balance*.

8.2 Repayment of your loan balance and default amount

- 8.2.1 If you receive salary or wages, a *student allowance*, or other income support, and earn over the *repayment threshold*, you must make repayments towards your *loan*. Your employer or organisation can make student loan repayments on your behalf. You must show on your Tax code declaration (IR 330) form the student loan tax code you want to use. Your employer or organisation will deduct student loan repayments from your income which they will send directly to *Inland Revenue*.
- 8.2.2 Your repayment amount will depend on your income, and on whether you are living in New Zealand or not. This is set out in the *Act*. In summary:
- (a) while you are living in New Zealand, you must make repayments from any income earned over the *repayment threshold*. The amount of the repayments is calculated by subtracting the repayment threshold from your income before tax, and multiplying the difference by the *repayment percentage*; or
 - (b) while you are overseas for more than 183 days, your repayments will be based on your *loan balance*. However, depending on your circumstances, you may be entitled to a repayment holiday.
- 8.2.3 You must repay the *loan balance* and all interest, if any, in full immediately on demand if you:

- (a) become bankrupt or enter into an agreement with creditors; or
- (b) have committed any fraud to get your *loan*; or
- (c) do not pay any amount due under the *Act*; or
- (d) do not comply with your obligations under clause 11; or
- (e) have not complied with any provision of the *Act* for 2 years or more.

8.2.4 We or *Inland Revenue* can use all of the remedies under Section 46 of the *Act* (and other legal remedies) to recover the *loan balance* from you.

8.2.5 If you have to make interim repayments under the *Act* and your interim repayments are underestimated, you may be charged a penalty. The penalty is 10% of the amount underestimated.

8.3 Voluntary repayments

8.3.1 Before we transfer the administration of your *loan* to *Inland Revenue*, you may, at any time, make a voluntary repayment. We will use this to reduce your *loan balance*. You may make your repayments by:

- (a) sending us a cheque made out to StudyLink, and your details, to the address on page 5 of this *loan contract*; or
- (b) automatic payments in the manner specified by us; or
- (c) any other method we choose at our discretion.

8.3.2 After we transfer the administration of your *loan* to *Inland Revenue*, you may (at any time) make a voluntary repayment by:

- (a) automatic payment. Complete an Automatic payment authority (IR 586) form and give it to your bank; or
- (b) internet banking. Use the tax payment facility on your bank's website; or
- (c) paying in person at Westpac. You can make repayments by cash or cheque at any branch of Westpac, using a repayment slip; or
- (d) sending *Inland Revenue* a cheque made out to them, and your details, to the address supplied on page 5 of this *loan contract*.

9 When your *loan* is transferred to *Inland Revenue*

9.1 Following the year in which your *loan period* finishes, we will send you a statement showing:

- (a) your *loan balance* and interest calculated up to 31 December;
- (b) the projected interest to 28 February of the following year; and
- (c) your objection rights.

9.2 After 28 February, we will transfer the administration of the *loan* and information held by us to *Inland Revenue*, unless:

- (a) there is an outstanding objection; or
- (b) you have misrepresented your circumstances to us; or

- (c) you have made a repayment in January or February of that year, in which case the transfer will occur on 31 March of that year.
- 9.3 If you have an existing *loan* with *Inland Revenue*, the transferred *loan balance* will be added to your existing *loan*.
- 9.4 After we have transferred the administration of the *loan* to *Inland Revenue* you can challenge any or all of the following things:
- (a) the amount of your repayments;
 - (b) the amount of interest charged;
 - (c) decisions of *Inland Revenue* made in granting or declining an *interest-free loan*;
 - (d) the amount of any penalty charged;
 - (e) any decision by *Inland Revenue* not to write off a penalty payment or not to write off interest on excessive repayments.

10 When your *loan balance* is written off

- 10.1 If you die, or if your *loan balance* at the end of any tax year is less than \$10, your *loan* will be written off.

11 Keeping us informed

- 11.1 During the *loan period*, you must tell us immediately if:
- (a) you withdraw from all or part of your *course*; or
 - (b) any change occurs in your circumstances that affects your eligibility for, or entitlement to, the *loan*, including any change in address, *course* or *education provider*, or you become bankrupt or imprisoned.
- 11.2 After we transfer the administration of your *loan* to *Inland Revenue*, you must tell *Inland Revenue* of any change to your postal address within 1 month of that change.
- 11.3 If you will be away from New Zealand for longer than 6 months, before leaving (or if you are already overseas, as soon as you can after you know that you will be away for longer than 6 months), you must provide *Inland Revenue* with:
- (a) a permanent overseas address, or a New Zealand address where *notices* can be delivered, or the name and address of a person in New Zealand authorised to act for you;
 - (b) any information *Inland Revenue* reasonably requires to determine any overseas-based repayment obligation; and
 - (c) any information *Inland Revenue* reasonably requires to determine whether you are entitled to an *interest-free loan*.

You must tell *Inland Revenue* when you have returned to New Zealand.

12 Notices

- 12.1 We will hand deliver any *notices* under this *loan contract* to you or post them to an address specified by you.
- 12.2 You will receive *notices* from us before administration of your *loan* is transferred to *Inland Revenue*. After transfer, you will receive *notices* from *Inland Revenue*.
- 12.3 *Notices* sent by ordinary mail will be deemed to be given to the other party on the 4th *working day* after posting.
- 12.4 *Notices* may be included with any *loan entitlement advice*.
- 12.5 Before the administration of your *loan* is transferred to *Inland Revenue*, you may give *notices* to us by posting them to us at the address on page 5 of this *loan contract*.
- 12.6 After the administration of your *loan* is transferred to *Inland Revenue*, you may give *notices* by posting them to *Inland Revenue* at the address on page 5 of this *loan contract*.

13 Privacy

- 13.1 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 *loan*.
- 13.2 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 under the *Student Loan Scheme*, and for the legislation administered by the Ministry of Social Development (including StudyLink), and in particular for:
 - (i) granting and administering financial assistance and other 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 *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 *loan application* 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 *loan* may be declined.

14 Assignment

14.1 We can *assign* our rights and obligations in this *loan contract* to any organisation or person. You cannot *assign* your rights or obligations under this *loan contract*.

15 Governing law

15.1 This *loan contract* is governed by the laws of New Zealand.

15.2 You and we agree that the courts of New Zealand shall have non-exclusive jurisdiction to hear and make a decision on all issues which may arise under or in connection with this *loan contract*.

15.3 Nothing in this *loan contract* limits our right to start legal action against you in any jurisdiction. The filing of any proceedings will not prevent the filing of proceedings in any other jurisdiction, whether at the same time or not.

16 Consent of parent or guardian

16.1 If you obtain a *loan* without your parent or guardian's consent (if required) this *loan contract* will still be binding on you.

17 Offences

17.1 If you use this *loan contract* to obtain a *loan* when you are not a student of an *education provider*, or where you have used fraud or false pretence to obtain a *loan*, you may have committed an offence under the Crimes Act 1961.

17.2 Further, you will be committing an offence under the Act if, after the administration of your loan balance has been transferred to *Inland Revenue*, 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 about 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 make 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 Further you may be liable to pay penalties or fines for any offence committed under the *Act*, or if you evade or attempt to evade your obligations under the *Act*.
- 17.4 Prosecution under this section does not prevent other legal action being taken against you.

18 Definitions

In this *loan contract*:

Act means the Student Loan Scheme Act 1992.

administration fee means the amount set out in the Key details of your *loan* section. This is a fee charged by us to help cover the administration of your loan.

advance means any part of the *loan entitlement* paid by us to, or on behalf of, you; and **advanced** has a corresponding meaning.

annual interest rate is the rate which interest is charged on your loan balance as set out in the *Key details of your loan* section.

assign means a legal transfer to another *person*.

benefit or Work and Income benefit means a benefit within the meaning of the Social Security Act 1964.

course means a course that has been approved for student loan purposes by the Tertiary Education Commission, and includes each programme and component of that course.

course-related costs means the course-related costs relating to your *course*, that we have approved.

CPI process is the process by which the *maximum living costs* may from time to time be adjusted for movements in the New Zealand Consumers Price Index (rounded to two decimal places), as published on www.stats.govt.nz

Crown means Her Majesty the Queen in right of New Zealand.

default penalty means the penalty set out in clause 7.1.4, and the rate set out in the Key details of your *loan* section.

due date is the date that payment is required by (see section 44 of the *Act*).

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

fees means the compulsory fees necessary for your *course*.

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

interest-free loan means a loan as described in clause 7.2.

interest rate is the rate at which interest is charged on a default amount as set out in the *Key details of your loan* section.

IRD number means your individual 8 or 9 digit tax code given to you by *Inland Revenue*.

living costs means a weekly amount of loan advanced for your living costs while studying.

loan means the total amount advanced by us to you under this *loan contract* and includes each *advance* and the *administration fee*.

loan account means the account we hold for you and includes any *advances* we pay you and repayments you make.

loan balance means the balance of your *loan account* at any particular time.

loan contract means this contract and includes the signing page, Key Details of your *Loan* and clauses 1 to 18.

loan entitlement means the total loan amount you can borrow and is set out in the *loan entitlement advice*.

loan entitlement advice means the letter we send you under clause 6.2.

loan period means the period beginning from the *start date* and ending on the date we make the final *advance* to you under this *loan contract*. This is before the administration of the *loan* is transferred to *Inland Revenue*.

maximum living costs means the maximum weekly amount of loan you can ask to be advanced for your *living costs* while studying, as from time to time published on www.studylink.govt.nz.

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 *loan contract* as described in clause 12.

person includes an individual, company, corporation or agency of state, or government department, whether or not having a separate legal personality.

repayment percentage means the percentage set out in the Key details of your *loan* section. It determines how much of your income over the *repayment threshold* should be repaid.

repayment threshold means the amount set out in the Key details of your *loan* section. It is the amount you can earn up to, before having to make repayments.

start date means the date on which you receive your first *advance* as shown in the initial *loan entitlement advice*.

student allowance means a weekly allowance we pay you while you are studying.

student loan details means those details listed on page 2.

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

study period means the length of your *course* but excludes any holiday periods of 3 weeks or longer.

we and **us** means the *Crown* acting through StudyLink, a service line of the Ministry of Social Development.

working day means a day of the week other than:

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

you means the person named as the borrower on the Signing page.

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