

The PTE described in Schedule 1 to this Deed
The Trustee described in Schedule 1 to this Deed
in favour of
The Students of that PTE from time to time

**AIR NEW ZEALAND LIMITED STUDENT FEE
PROTECTION STANDARD
TRUST DEED**

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DEED dated 31st June 2005

PARTIES

1. The Private Training Establishment ("the PTE") described in Schedule 1 to this Deed
2. The Trustee described in Schedule 1 to this Deed
3. The Students of that PTE from time to time

BACKGROUND

- A. This Deed is made with the intent that:
- (i) the PTE has in place satisfactory student fee protection arrangements that meet the requirements of the Act and satisfy the criteria of the Qualifications Authority Policy; and
 - (ii) the benefit and obligations under this Deed shall take effect to the extent provided in this Deed to the PTE and every Student (as defined below).
- B. The PTE has elected to meet the requirements of the Act and satisfy the criteria of the Qualifications Authority Policy by means of a trust created by this Deed.

This Deed Witnesses

1. INTERPRETATION

- 1.1 **Definitions** In this Deed, unless the context otherwise requires, the following definitions set out below shall apply:

"Accommodation Expenses" means any payment that a Student is obliged to pay to a PTE on account of hostel accommodation, homestay or any other accommodation for that Student which may be provided by the PTE or a third party.

"Act" means the Education Act 1989.

"Agent" means any person who either acts on behalf of a Student or as an intermediary in regard to that Student's Enrolment with the PTE.

"Alternative Provider" means a private training establishment or an Institution approved by the Qualifications Authority.

"Associated Person" shall have the meaning as defined in the Income Tax Act 1994.

"Audit Opinion" means any opinion given from time to time by the Auditor under clause 19.3 of this Deed in the form of, or substantially in the form of, Schedule 6 and 6A.

"Auditor" means a person appointed from time to time by the PTE, in consultation with the Trustee who is:

- (a) Independent of both the PTE and Trustee; and