

Purpose

The purpose of this policy is to ensure awareness of the legislative requirements that accompany the enrolment of international students. It also highlights the critical responsibilities with regard to adequate care and support of the international students. This policy will be deemed to be incorporated into each Contract of Enrolment.

Scope

Tuition fees

This policy applies to all UP Education international students. The Education Act 1989 (the Act) defines an "international student" as a person who is:

- a. Enrolled by a provider, and
- a. Is not a "domestic student" (as defined in the Act – see below).

A "domestic student" is defined in the Act as a person who is a New Zealand citizen, a holder of a residence class visa or a person of a class or description of persons designated as domestic students by notice in the Gazette (NB: Australian citizens, permanent residents of Australia and students from the Cook Islands, Niue or Tokelau are eligible for enrolment at UP Education as domestic students).

This policy is not intended to be a substitute for the legislative requirements and in the event of any conflict between this policy and a statute, the terms of the relevant statute will prevail. If any relevant statute is amended following the date of publication of this policy and such an amendment imposes more onerous obligations on the College than this summary and the relevant Contract of Enrolment will be deemed to be amended accordingly.

Responsibility

Implementation and operation of this policy is the responsibility of:

- Chief Executive UP Education
- Chief Financial Officer UP Education
- CEO University Pathways
- Director of Admissions and Student Services
- Principals
- International Support staff
- Deans
- Teachers

Policy Statements

1. Cultural benefits

UP Education recognises the benefits of attracting international students in enhancing the cultural richness of UP Education colleges and helping to create an environment of cultural awareness and sensitivity.

2. New Zealand Code of Practice

- 2.1. UP Education colleges are signatories to and have agreed to be bound by the Education (Pastoral Care of International Students) Code of Practice 2016 (the Code of Practice).
- 2.2. Information regarding the Code of Practice will be made available to staff.
- 2.3. Copies of the Code of Practice are available from the New Zealand Ministry of Education website at <http://www.minedu.govt.nz>

3. Contract of Enrolment

- 3.1. As required by the Code of Practice, every UP Education College enters into a written contract of enrolment (included within the UP Education Information and Application Form provided to prospective students) with each international student (or the student's parent or legal guardian, if the student is under 18 years) that entitles the student to receive educational instruction from that College (the Contract of Enrolment). The Contract of Enrolment must be fair and reasonable and include the minimum information and terms described in the Code including but not limited to the following information (which is incorporated by reference into each Contract of Enrolment) setting out the circumstances under which a student's conduct may be in breach of the contract and the types of disciplinary action the College/UP Education might take and the procedure that will be followed.

College may take appropriate disciplinary action

- 3.2. The College/UP Education may take appropriate disciplinary action in response to the conduct or behaviour of a student. Appropriate disciplinary action includes standing down, suspending or excluding the student and terminating the Contract of Enrolment.
- 3.3. The College/UP Education may take appropriate disciplinary action, whether or not the conduct or behaviour occurred while the student was under the supervision or control of the College, if satisfied on reasonable grounds that:
 - 3.3.1. the student's gross misconduct or continual disobedience is a harmful or dangerous example to other students at the College;
 - 3.3.2. because of the student's conduct or behaviour, it is likely that the student, or other students at the College, will be seriously harmed if the student is not stood-down or suspended or excluded as the case may require;
 - 3.3.3. the student is in breach of the College Rules, Accommodation Rules, residential caregiver agreement or the Contract of Enrolment (each as amended from time to time), and one or more of the following applies:
 - 3.3.3.1. the breach or breaches would constitute an ongoing risk to the student's education, health, safety, well-being or personal welfare for which the College is responsible under the Code of Practice;
 - 3.3.3.2. the breach or breaches would constitute an ongoing risk to another person's education, health, safety, well-being or personal welfare.
- 3.4. The provisions in Schedule 1 (relating to stand-down), or Schedule 2 (relating to suspension) will apply if the student has been stood down or suspended, as the

case may be.

College's obligations when taking disciplinary action

- 3.5. A College that wants a student to absent himself or herself from the College for disciplinary reasons, or wants a parent to remove a student from the College for disciplinary reasons, may bring about the absence or the removal only by standing-down, suspending or excluding the student under the Contract of Enrolment.
- 3.6. In making decisions on appropriate disciplinary action the College/UP Education will as far as practicable ensure that any such disciplinary action:
 - 3.6.1. is proportionate to the seriousness of the behaviour of the student;
 - 3.6.2. minimises the disruption to a student's attendance at the College and facilitates the return of the student to the College when that is appropriate; and
 - 3.6.3. is dealt with in accordance with the principles of natural justice.
- 3.7. If the student is stood-down or suspended, the College will take all reasonable steps to ensure that the student has the guidance and counselling that are reasonable and practicable in all the circumstances of the stand-down or suspension.
- 3.8. If a student's suspension is subject to conditions, the College will take all reasonable steps to ensure that the student is provided with an appropriate educational programme that will, as far as practicable, be designed to facilitate the student's return to the College and minimise the educational disadvantages that occur from absence from the College.

Withdrawal of Offer of Place

- 3.9. The College/UP Education may withdraw an Offer of Place and terminate the Contract of Enrolment if:
 - 3.9.1. a student obtains entry to the College through supplying incorrect / fraudulent documentation (whether supplied prior to or following course commencement);
 - 3.9.2. the student's visa application is declined by Immigration New Zealand (or the visa has expired or is subsequently withdrawn for any reason);
 - 3.9.3. the student is in breach of the Contract of Enrolment (including where the breach occurs prior to course commencement);
 - 3.9.4. the student is in breach of the College Rules, Accommodation Rules or residential caregiver agreement (each as amended from time to time) including where the breach occurs prior to course commencement;
 - 3.9.5. the College is unable to guarantee the accommodation arrangements for students under 18 (including students who will live with a parent or residential caregiver);
 - 3.9.6. the student does not have sufficient funds to pay tuition fees (and any other fees/costs) payable in relation to the programme of study and/or accommodation arrangements;
 - 3.9.7. the College is unable to provide the course (including if the College ceases to be a signatory or provider (as those terms are defined in the Act)); or
 - 3.9.8. the student or their parents fail to declare any relevant (as determined by the College) behavioural or disciplinary history or any health or mental health conditions (prior or existing) which the College view as a serious omission.

4. Student Visas

- 4.1. UP Education will assist new students and current students to apply for a student visa.
- 4.2. International students must provide a copy of the visa in their passport or a copy of their e-Visa. If they are attending a course of less than 3 months' duration they must provide a copy of their visitor's visa, or if the course is over 3 months they must hold a student visa, which names the College and the programme of study.
- 4.3. A student cannot attend, receive instruction or attend a College or external examinations when their visa has expired.
- 4.4. UP Education will monitor and support the conditions under which an international student obtains a student visa via Immigration New Zealand.
- 4.5. Where an Offer of Place is withdrawn in accordance with clause 3.9.2 tuition fees may be refundable in accordance with the refund policy in the Contract of Enrolment.

5. Medical/travel insurance

- 5.1. Medical and travel insurance is compulsory for international students.
- 5.2. UP Education will ensure that all students hold a medical and travel insurance policy approved by UP Education and meeting Code of Practice requirements.
- 5.3. Students are required under the Code of Practice to have approved insurance from the time they depart their home country and until they return home.
- 5.4. Students who travel outside New Zealand as part of their educational instruction must have insurance that covers that travel.

6. Student Fees

- 6.1. The tuition and other fees for international students are reviewed annually and are set at a level which ensures that international students attending UP Education Schools/Colleges are not subsidised by domestic students.
- 6.2. International student tuition and other fees are published in the UP Education Information and Application Form and on the UP Education website (<http://www.up.education>).
- 6.3. The New Zealand Government imposes an Export Education Levy (expressed as a percentage of tuition fees) payable in respect of all international students. The fee is set by the New Zealand Government and may be varied from time to time.
- 6.4. The tuition fees are quoted as the annual fee which is the sum of the four equal term fees.
- 6.5. Student fees and other costs must be paid in full as per the Fee Request provided (subject to any agreed payment variation). Any payment variation (including but not limited to a request to pay fees in instalments) must

be agreed to by the Director of Admissions and Student Services.

- 6.6. All funds received in payment of international student fees are protected in accordance with the requirements of the Act, the Code of Practice and other applicable laws as more particularly described in the UP Education Information and Application Form under the heading "Summary of terms implied by statute".

7. Agents

- 7.1. UP Education engages recruitment agents to market and promote UP Education Colleges to international students.
- 7.2. UP Education carries out reference checks on all recruitment agents and enters into a written contract with each agent (with a minimum term of 3 years) which formalises the relationship and outlines the minimum requirements for each party.
- 7.3. As required by the Code of Practice, UP Education manages and monitors all agents to ensure that those agents:
 - 7.3.1. provide international students with reliable information and advice about studying, working, and living in New Zealand;
 - 7.3.2. act with integrity and professionalism towards prospective international students; and
 - 7.3.3. do not breach the law or jeopardise the College's compliance with the Code of Practice
- 7.4. UP Education expects recruitment agents not to charge the student for services that UP Education provides.
- 7.5. If an agent is found to have contravened the agency agreement and/or the provisions of the Code of Practice then UP Education will no longer accept students from the agent and the agency agreement will be terminated.
- 7.6. Students/parents who request that their agent be changed will be required to complete a full declaration, which must be supported by both agencies. The final decision on the change must be approved by the Director of Admissions and Student Services.

8. Refunds

- 8.1. Any tuition fee refunds are payable only in accordance with the refund policy set out in the Contract of Enrolment, which forms part of the UP Education Information and Application Form (provided to students as part of the orientation programme).
- 8.2. Approved refunds will only be made to the country or account the funds were received from.

9. Admissions and Enrolment

- 9.1. Prospective international students seeking to enrol with any UP Education College are required to complete (or if the student is under 18, the parents must complete) the applicable UP Education Information and Application Form which includes the Contract of Enrolment.
- 9.2. If accepted, international students will be enrolled in the selected programme of study.
- 9.3. International students enrolled in a programme of study must comply with all statutory requirements.
- 9.4. International students must meet minimum academic and other entry requirements as determined by the Director of Admissions and Student Services in accordance with the Code of Practice. In the event that the student does not meet relevant entry requirements either a suitable stair-casing option will be presented or the student will not be offered a place.
- 9.5. International students must provide evidence that they meet UP Education's requirements for English competence as outlined in the UP Education Information and Application Form.
- 9.6. International student capacity will be governed by UP Education's ability to provide qualified academic staff, adequate resources and a suitable learning environment.
- 9.7. No international student will be enrolled in any UP Education programme of study that is primarily for domestic students if this would then preclude a domestic student from being admitted.
- 9.8. Variations to the UP Education international student entry requirements must be in accordance with the Code of Practice and approved by the Director of Admissions and Student Services

10. Programme Commencement

- 10.1. All international students must arrive in New Zealand prior to the published commencement date.
- 10.2. Where, due to extenuating circumstances, the student is not able to arrive on time they may, with the permission of the Director of Admissions and Student Services, commence late.
- 10.3. The UP Education enrolment confirmation letter issued when all fees have been paid and all other enrolment requirements have been met sets out the last day a student may commence a programme of study.
- 10.4. Students who cannot commence within the agreed times may be offered an alternative pathway at additional cost; otherwise they will need to delay their commencement to the next published starting date.
- 10.5. All variations to the commencement date and subsequent late starting date can only be approved by the Director of Admissions and Student Services.
- 10.6. Where an international student commences their programme of study late, UP Education does not undertake to provide additional assistance for them to catch up on those parts of the course they have been absent for.

11. Accommodation

- 11.1. UP Education recognises that it is important to provide international students with a suitable living environment conducive to study, and to assist their integration into the New Zealand lifestyle. It is also important that parents are given some assurance that their child is well cared for and happy in New Zealand.
- 11.2. In accordance with the Code of Practice, UP Education will advise the Code Administrator of any serious concerns relating to accommodation.
- 11.3. UP Education requires all accommodation providers (including homestays and residential caregivers) to register in advance, enter into a written agreement with UP Education setting out roles and responsibilities and

to be subject to a safety check (to be undertaken at least once per term) which includes:

- 11.3.1. a full inspection of the accommodation;
- 11.3.2. confirmation of identity;
- 11.3.3. reference check;
- 11.3.4. police vetting of all adults 18 years and older;
- 11.3.5. interview; and
- 11.3.6. risk assessment

All accommodation providers are also required to participate in training and to be regularly visited to ensure the safety of the student and to ensure compliance with the Code of Practice.

- 11.4. UP Education have assessment processes in place for all homestay accommodation and will place students in UP Education-approved accommodation only. The outcome of any assessment will be made available to international students and parents upon request.
- 11.5. UP Education have assessment processes in place for all "residential caregiver" accommodation (where parents of under-18 international students choose a relative or close family friend as the caregiver and accommodation provider for that student) and will place students in UP Education-approved residential caregiver accommodation only.
- 11.6. UP Education will visit all Under-18 students in their accommodation when they and their accommodation provider are present. When the UP Education assessor has concerns, the Director of Admissions and Student Services, in conjunction with the UP Education Accommodation Manager, will communicate these concerns to the accommodation provider and advise the student's parents of actions required to keep the student safe and for Code of Practice requirements to be met.
- 11.7. UP Education academic staff (and other staff as required) will hold regular meetings with their students where a student's accommodation arrangements will be just one item on the agenda.
- 11.8. UP Education may contract a third party to assist with accommodation placements when demand exceeds UP Education's capacity or with short term tour groups.
- 11.9. UP Education may provide advice and assistance to students aged over 18 with regard to other forms of accommodation such as student apartments but will make it clear that no assessment of the suitability of the accommodation has been made.
- 11.10. UP Education is required to guarantee the accommodation arrangements for all students under 18, including students who will live with a parent or a residential caregiver. The College/UP Education may withdraw a student's offer of place and terminate the Contract of Enrolment in accordance with clause 3.9.5 when UP Education believes it can no longer provide an accommodation guarantee. This action will mean that the conditions of the student's visa are no longer met and to remain in New Zealand the student will be required to obtain a new visa from Immigration New Zealand.

12. Student Support

- 12.1. Systems for the pastoral care of international students will assist UP Education to meet the requirements of the Code of Practice.
- 12.2. All international students will be provided with an appropriate orientation and induction programme as well as access to ongoing learning support for the duration of their studies.
- 12.3. Parents and residential caregivers are encouraged to attend the College orientations.
- 12.4. In relation to international students under 18 years UP Education must:
 - 12.4.1. have up-to-date contact details for the students' parents, legal guardians, and residential caregivers;
 - 12.4.2. maintain effective communications with the parents, legal guardians, or residential caregivers of students concerning their well-being and progress in study; and
 - 12.4.3. ensure that at least 1 staff member is designated to proactively monitor and address any concerns about international students under 18 years.
- 12.5. UP Education will allocate each student a staff member who will be the student's main point of contact.
- 12.6. UP Education will allocate a staff member at each campus to provide higher level support to international students.
- 12.7. UP Education will advise students, parents, agents, residential caregivers and homestay families of a 24-hour emergency contact number.
- 12.8. UP Education will ensure that a plan is in place for the transfer of care of students under 18 years from a residential caregiver to the student's parent or legal guardian (or another approved person) for each transfer that occurs during the period of enrolment and the transfer at the end of enrolment. UP Education will also ensure that the parent or legal guardian is notified of each transfer plan. A transfer of care may occur in the following situations: staying with a different homestay for a short period, a school field trip or an overseas field trip. Please refer to Schedule 3 for further detail regarding transfer for care.
- 12.9. Within the "Acceptance of Terms" section of the UP Education Information and Application Form (confirmed in the Enrolment Acceptance Form) the student (or the student's parent or legal guardian, if the student is under 18 years) agree that the Director of Admissions and Student Services may act as guardian for the student if the need arises when the student has medical or mental health issues and that the Director of Admissions and Student Services may act in the best interests of the student and parents.
- 12.10. This means that at times of emergency, while all reasonable attempts will be made to contact the parent or guardian, the Director of Admissions and Student Services may act and make decisions as guardian of the student where any delay may have the impact of delaying the student's care. Any action taken by the Director of Admissions and Student Services in this capacity will be communicated to the relevant authority and the parents of the student as soon as possible thereafter.

12.11. Possible actions that may be taken pursuant to an exercise of the authority to act as guardian include:

- 12.11.1. agreeing to emergency surgery;
 - 12.11.2. arranging for medical or respite care in New Zealand;
 - 12.11.3. instructing the College's student insurance provider;
 - 12.11.4. arranging to repatriate the student home.
- 12.12. The costs of such actions (when not covered by the student's insurance) will be the responsibility of the parent / student.

13. Support for Students at Risk or with Special Needs

- 13.1. The College will ensure that:
 - 13.1.1. appropriate measures are put in place to address the needs and issues of international students at risk or with special needs
 - 13.1.2. the parent or legal guardian of a student under 18 years or the next of kin of a student 18 years or over is aware of any situation where the student is at risk or has special needs; and
 - 13.1.3. where appropriate and in compliance with the principles of the Privacy Act 1993, issues relating to the students are reported to relevant agencies such as the New Zealand Police and Child, Youth and Family, and to NZQA.
- 13.2. A student is at risk if the College has reasonable grounds to believe that there is a serious issue relating to the student's health, safety, or wellbeing, including, for example:
 - 13.2.1. the student is unable to adequately protect himself or herself against significant harm or exploitation;
 - 13.2.2. the student is unable to adequately safeguard his or her personal welfare.
- 13.3. A student with special needs includes a student who:
 - 13.3.1. experiences a physical, sensory, cognitive, psychosocial, or behavioural difficulty, or a combination of these, and that difficulty or those difficulties affect his or her ability to participate, learn, and achieve; or
 - 13.3.2. requires the provision of adapted programmes or learning environments, or specialised equipment or materials to support him or her to access the curriculum, participate, learn, and achieve.
- 13.4. The UP Education Information and Application Form requires a student to disclose all current and prior medical conditions (including, for the avoidance of doubt, any significant injury, long-term illness, mental health issues, learning disorders or disability of any kind). When a student's prior health, mental health or special needs are:
 - 13.4.1. disclosed within the UP Education Information and Application Form upon application the College will assess how and if the College can meet the student's needs. The student (or the student's parent or legal guardian, if the student is under 18 years) must undertake and agree to meet any additional costs arising from the student's specific needs prior to a final acceptance into the College being issued.
 - 13.4.2. not disclosed within the UP Education Information and Application Form, the College/UP Education may withdraw an Offer of Place and terminate the Contract of Enrolment in accordance with clause 3.9.8.

14. Off-Shore Recruitment

- 14.1. International marketing and recruitment staff will be fully aware of the Code of Practice and will meet its requirements
- 14.2. The Group International Sales Director will obtain approval from the UP Education Chief Sales and Marketing Officer for the annual operating and marketing plan.
- 14.3. Key target markets: China, Korea, Indian Sub-continent, Vietnam, Thailand, Germany, Russia, Middle East, South East Asia, Indonesia, Japan, Cambodia

15. Attendance and Performance

- 15.1. UP Education acknowledges that monitoring of attendance and academic performance assists with ensuring the safety and academic performance of international students.
- 15.2. All support and academic staff will be required to be aware of and comply with UP Education's attendance and academic performance requirements and the Code of Practice.
- 15.3. All students' attendance will be monitored to ensure they meet attendance requirements.
- 15.4. UP Education students will regularly receive full academic reports on their progress. Students receive up to three reports per year, plus their formal examination results from the external examining body when they are in Years 11-13.
- 15.5. Any disciplinary action process that is taken by a College/UP Education will be in accordance with the principles of natural justice (which include those necessary to ensure the prompt, considered, and fair resolution of the matter that is the subject of the action).

16. Evaluation

- 16.1. UP Education will provide parents and students with regular opportunities to evaluate programmes and support services. Areas of concern will be addressed promptly.
- 16.2. UP Education annually reviews information provided to prospective international students, parents, agents, homestay families and residential caregivers to ensure its accuracy and relevance.
- 16.3. UP Education will evaluate student results and course effectiveness.

17. Student Complaints

- 17.1. International students' complaints will be addressed in accordance with the Complaints Process and the Code of Practice.

18. Responsibilities

UP Education Executive is responsible for:

- Approving and reviewing the international student policy
- Incorporating the international student strategy in the Board Strategic Plan

UP Education CEO is responsible for:

- Approving the fees for domestic and international students
- Approving the allocation of resources for international students

UP Education College Executive Principal is responsible for:

- Compliance with legislative requirements and the Code of Practice
- Reporting to the Pathways CEO on international students.

The Director of Admissions and Student Services is responsible for:

- Ensuring that Under 18 students accommodation meets the requirements of the Code of Practice by arranging termly home visits to meet and discuss the student's homestay with the student and parent / UP Education Homestay family / residential caregiver in the home
- Ensuring that other requirements of the Code of Practice pertaining to the needs of international students are being met.

The Dean of International Students / Campus Principal is responsible for:

- Developing and maintaining appropriate curricular and extra-curricular programmes for the international students in the UP Education Colleges
- Establishing quality systems for the management and quality assurance of international student programmes
- Ensuring that students are settled and their needs are being met

19. Contracts and Agreements

- UP Education Information and Application Form (including the Contract of Enrolment)
- UP Education Enrolment Acceptance Form
- International Agents Agreement
- Residential Caregiver Agreement
- Parental Agreement Form
- External Accommodation Provider Agreement
- Delegated to Host Families NZ
 - UP Education Homestay Contract
 - UP Education Homestay Plus Contract

20. Related Documentation

- Education (Pastoral Care of International Students) Code of Practice 2016 (as amended by the Education (Pastoral Care of International Students) Code of Practice Amendments 2019)
- UP Education website www.up.education/
- UP Education Information and Application Form
- UP Education Welfare and Accommodation Guide
- UP Education Staff Handbook
- UP Education Student Handbook

21. Relevant Legislation

- Education Act (1989) and amendments
- Education (Pastoral Care of International Students) Code of Practice 2016 and amendments
- International Student Contract Dispute Resolution Scheme Rules 2016 and amendments
- Fair Trading Act 1986 and amendments
- Consumer Guarantees Act 1993 and amendments
- Human Rights Act (1993) and amendments
- New Zealand Bill of Rights Act (1990)
- Judicature Act (1903)
- Privacy Act (1993)
- Search and Surveillance Act (2012)
- Anti-Money Laundering and Countering Financing of Terrorism Act 2009 and amendments (insofar as the requirements of that Act may be imposed upon UP Education in relation to its dealings with a student or parent or legal guardian of a student)