

## 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 the adequate care and support of international students. This policy will be deemed to be incorporated into each Contract of Enrolment.

## Scope

### Tuition fees

This policy applies to all International Students of UP Education Limited (or any of its related bodies corporate in New Zealand) ("UP Education").

The Education and Training Act 2020 (the Act) defines an "International Student" as an individual who is not a domestic student.

A "domestic student" means an individual who is—

- (a) a New Zealand citizen; or
- (b) the holder of a residence class visa granted under the Immigration Act 2009 who satisfies the criteria (if any) prescribed by regulations made under subsection @; or
- (c) a person of a class or description of persons required by the Minister, by notice, to be treated as if they are not international students (see subsection (11))

A "domestic tertiary student" means an individual—

- (a) who is—
  - (i) a New Zealand citizen; or
  - (ii) the holder of a residence class visa granted under the Immigration Act 2009 who satisfies the criteria (if any) prescribed by regulations made under subsection @; or
  - (iii) a person of a class or description of persons required by the Minister, by notice, to be treated as if they are not international students (see subsection (11)); and
- (b) who is a tertiary student enrolled at an institution or a registered establishment

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 inconsistency between this policy and a statute, the terms of the relevant statute will prevail to the extent of the inconsistency.

## Responsibility

*Implementation and operation of this policy are the responsibility of:*

- Executive Team Members, UP Education
- General and/or Senior Team Members, UP Education and Colleges
- International Support Team, UP Education and Colleges
- 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. The Education (Pastoral Care of Tertiary International Learners) Code of Practice 2021

- 2.1. UP Education colleges are signatories to and have agreed to be bound by the Education (Pastoral Care of Tertiary International Learners) Code of Practice 2021 (the Code).
- 2.2. Information regarding the Code will be made available to staff.
- 2.3. Copies of the Code are available from the New Zealand Ministry of Education website at: [education.govt.nz](https://www.education.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 with each International Student (or the student's parent or legal guardian, if the student is under 18 years old) 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 key information from the Code, such as defining breaches of conduct, possible disciplinary actions, and the related procedures. The College/UP Education can take appropriate disciplinary measures when needed.
- 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 and policies, and/or Code of Conduct, Accommodation rules, residential caregiver agreement, or the Contract of Enrolment (each as amended from time to time), New Zealand law, 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, wellbeing, or personal welfare for which the College is responsible under the Code;
- 3.3.3.2. the breach or breaches would constitute an ongoing risk to another person's education, health, safety, wellbeing, or personal welfare.
- 3.4. 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, and terminating the Contract of Enrolment.
- 3.5. In making decisions on appropriate disciplinary action, the College/UP Education will as far as practicable ensure that any such disciplinary action:
- 3.5.1. is proportionate to the seriousness of the behaviour of the student;
- 3.5.2. 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 (as determined by the College/UP Education); and
- 3.5.3. is dealt with in accordance with the principles of natural justice.
- 3.6. 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 standdown or suspension.
- 3.7. 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.
- 3.8. The College/UP Education may withdraw an Offer of Place and terminate the Contract of Enrolment if:
- 3.8.1. a student obtains entry to the College through supplying incorrect/fraudulent documentation;
- 3.8.2. the student's visa application is declined by Immigration New Zealand (or the visa has expired or is subsequently withdrawn for any reason);
- 3.8.3. the student is in breach of the College rules and policies (each as amended from time to time), and/or New Zealand law including where the breach occurs prior to course commencement;
- 3.8.4. the College is unable to guarantee the accommodation arrangements for students under 18 (including students who will live with a parent or residential caregiver);
- 3.8.5. 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;
- 3.8.6. 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 Education and Training Act 2020));
- 3.8.7. the student or their parents fail to declare any relevant (as determined by the College) disciplinary measures (including any suspension or expulsion) and/or any learning need and/or behavioural needs and/or prior known medical or mental health conditions which the College views as a serious omission; or
- 3.8.8. the withdrawal of an Offer of Place and termination of the COE is in the student's best interest / academic progress of the student is not at a level enabling them to progress and pass, with an option to restart this programme or another more appropriate programme.

#### **4. Student Visas**

- 4.1. International Students must provide a copy of their visa that meets their programme requirements.
- 4.2. A student cannot attend, receive instruction, or attend a College or external examination when their visa has expired.
- 4.3. UP Education will monitor and support the conditions under which an International Student obtains a student visa via Immigration New Zealand.
- 4.4. Where an Offer of Place is withdrawn in accordance with clause 3.8.2 partial fees may be refundable in accordance with the refund policy in the Contract of Enrolment.

#### **5. Insurance**

- 5.1. An appropriate insurance is compulsory for International Students.
- 5.2. The College/UP Education will ensure that all students hold an appropriate insurance policy approved by the College/UP Education and meet the Code requirements.
- 5.3. Students are required under the Code to hold appropriate insurance from the time they depart their home country until they return home/end of their visa, whichever is earlier.
- 5.4. Students who travel outside New Zealand as part of their educational instruction must have appropriate insurance that covers that travel.

## 6. Fees

- 6.1. The tuition and other fees for international students are reviewed annually and set at a level that ensures that International Students attending UP Education Colleges are not subsidised by domestic students.
- 6.2. International Student tuition and other fees are published on the UP Education website [up.education](http://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.
- 6.5. All fees must be paid in full prior to course commencement.
- 6.6. Upon receipt of the student fees in Flywire, the funds will be transferred to a separate bank account in the name of New Zealand Holdco 2018 Limited (NZHL), the College's parent company. Fees will be transferred from that account to the College operating accounts after commencement, in stages as the course is being completed. To further ensure compliance with the Code, NZHL has entered into a guarantee for the benefit of the College's students, pursuant to which NZHL guarantees the payment of all refunds payable to students in accordance with the applicable law.
- 6.7. All funds received in payment of student fees will be protected as more particularly described in the Statutory Terms.

## 7. Agents

- 7.1. UP Education engages education agents to market and promote UP Education Colleges to International Students.
- 7.2. UP Education carries out reference checks on all education agents and enters into a written contract with each agent (with a minimum term of two years) which formalises the relationship and outlines the minimum requirements for each party.
- 7.3. As required by the Code, 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.
- 7.4. UP Education expects education 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, 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 International Sales Management Team.

## 8. Refunds

- 8.1. Any tuition fee refunds are payable only in accordance with the refund policy set out in the Contract of Enrolment.
- 8.2. The telegraphic transfer will be made out to the student and sent to the student's home country address unless other arrangements have been approved by the College Executive / Senior Management Team.

## 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) an Application Form / online application platform (Enroller).
- 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 to enroll in the selected programme of study. In the event that the student does not meet relevant entry requirements either a suitable 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 language competence.
- 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.

## 10. Programme Commencement

- 10.1. All International Students must arrive in New Zealand prior to the programme commencement.
- 10.2. Where, due to extenuating circumstances, the student is not able to arrive on time they may, with the permission of the College Executive / Senior Management Team, commence late.
- 10.3. Students who cannot commence within the agreed times may need to delay their commencement to the next available intake.
- 10.4. All variations to the commencement date and subsequent late starting date can only be approved by the College Executive / Senior Management Team.
- 10.5. 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 student lifestyle.
- 11.2. In accordance with the Code, the College/UP Education will advise the College Executive / Senior Management Team 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, but not limited to:

- 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 be regularly visited to ensure the safety of the student and to ensure compliance with the Code.

11.4. UP Education has 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 has 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 designated assessor has concerns, the College/UP Education 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 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.

11.9. 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.

11.10. 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.

11.11. UP Education is required to guarantee 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 3.8.4 when UP Education believes it can no longer provide an accommodation guarantee.

## **12. Student Support**

12.1. Systems for the pastoral care of International Students will assist UP Education in meeting the requirements of the Code.

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. All International Students will be provided with access to a 24/7 safety and wellbeing service for the duration of their studies.

12.4. Parents and residential caregivers are encouraged to attend the College orientations.

12.5. In relation to International Students under 18 years UP Education must:

- 12.5.1. have up-to-date contact details for the students' parents, legal guardians, and residential caregivers;
- 12.5.2. maintain effective communications with the parents, legal guardians, or residential caregivers of students concerning their wellbeing and progress in study; and
- 12.5.3. ensure that at least one staff member is designated to proactively monitor and address any concerns about international students under 18 years old.

12.6. The College/UP Education will provide a dedicated staff/team to provide support to International Students.

12.7. The College/UP Education will advise students, parents, agents, residential caregivers, and homestay families of a 24-hour emergency contact number.

12.8. The College/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. The College/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.

12.9. Within the Enrolment Acceptance Form, the student (or the student's parent or legal guardian, if the student is under 18 years) agrees that a member of the College Executive / Senior Management Team may act as guardian for the student if the need arises when the student has medical or mental health issues and that a member of the College Executive / Senior Management Team may act in the best interests of the student and parents. Any action taken by the College Executive / Senior Management Team in this capacity will be communicated to the relevant authority and the parents of the student as soon as possible thereafter.

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

- 12.10.1. agreeing to emergency surgery;
- 12.10.2. arranging for medical or respite care in New Zealand;
- 12.10.3. instructing the College's student insurance provider;
- 12.10.4. arranging to repatriate the student home.
- 12.11. 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 additional learning 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 additional learning 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 additional learning needs; and
  - 13.1.3. where appropriate and in compliance with the principles of the Privacy Act 2020, issues relating to the students are reported to relevant agencies such as the New Zealand Police and Oranga Tamariki- Ministry for Children, 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 additional learning needs includes a student who:
  - 13.3.1. is a disabled learner; or
  - 13.3.2. experiences other difficulties that affect the learner's ability to participate, learn, and achieve; and
  - 13.3.3. requires the provision of adapted programmes or learning environments, or specialized equipment or materials to support the learner to access the curriculum, participate, learn, and achieve.
- 13.4. To obtain an enrolment within an UP Education college, UP Education/the College 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 additional learning needs are:
  - 13.4.1. disclosed as required, 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 old) 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. failure to disclose, the College/UP Education may withdraw an Offer of Place and terminate the Contract of Enrolment in accordance with clause 3.8.7.

### **14. Attendance and Performance**

- 14.1. The College/UP Education acknowledges that monitoring attendance and academic performance assists with ensuring the safety and academic performance of International Students.
- 14.2. 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 and other governing bodies.
- 14.3. All students' attendance will be monitored to ensure they meet attendance requirements.
- 14.4. The College/UP Education students will receive their academic reports on their progress.
- 14.5. 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).

### **15. Evaluation**

- 15.1. The College/UP Education annually reviews information provided to prospective International Students, parents, agents, homestay families, and residential caregivers to ensure it meets the Code and other governing bodies' requirements.
- 15.2. UP Education will evaluate student results and course effectiveness.

### **16. Student Complaints**

- 16.1. International Students' complaints will be addressed in accordance with the Complaints Process and the Code.