

Part 7

Wellbeing and safety practices for schools enrolling international learners

What signatories must do

56. Outcome 13: Marketing and promotion

Signatories must ensure that the marketing and promotion to prospective international school learners of services provided by signatories includes clear, sufficient, and accurate information enabling those learners to make informed choices about the services provided.

57. Process:

Each signatory must –

- (a) proactively seek to understand the information needs of prospective international school learners; and
- (b) develop and provide information to prospective international school learners and review the information to ensure it is kept up to date; and
- (c) ensure that prospective international school learners receive, as a minimum, up-to-date and timely information about the following –
 - (i) the signatory's quality assurance evaluations; and
 - (ii) the educational instruction, staffing, facilities, and equipment available to international learners; and
 - (iii) the relevant Dispute Resolution Scheme Rules; and
 - (iv) potential learning outcomes for international learners, including pathways for further study, employment, and residency where applicable; and
 - (v) estimated study and living costs for international learners; and
 - (vi) accommodation and transport, or ways to obtain such information.

58. Outcome 14: Managing and monitoring education agents

Signatories must effectively manage and monitor their education agents to ensure that those education agents –

- (a) provide international school learners with reliable information and advice about studying, working, and living in New Zealand; and
- (b) act with integrity and professionalism towards prospective international school learners; and
- (c) do not breach the law or jeopardise the signatory's compliance with this code.

59. Process:

Each signatory must –

- (a) carry out and record reference checks on potential education agents to ensure as far as possible that they have not been involved in any conduct that is false, misleading, deceptive, or in breach of the law; and
- (b) enter into written contracts with each of its education agents; and
- (c) during the term of a contract, monitor the activities and performance of its education agents in relation to –
 - (i) their obligations as specified in the contract; and

- (ii) whether they provide international school learners with reliable information and advice about studying, working, and living in New Zealand; and
 - (iii) whether they act with integrity and professionalism in their dealings with prospective international school learners; and
 - (iv) whether they have engaged in any activity or conduct that, in the opinion of the signatory, is or may be in breach of the law or that jeopardises the signatory's compliance with this code; and
- (d) manage the education agents by –
- (i) terminating contracts with an education agent if there is evidence which, on balance of probabilities, shows that the agent –
 - a. has been involved in any serious, deliberate, or ongoing conduct that is false, misleading, deceptive, or in breach of the law; or
 - b. has jeopardised the signatory's compliance with this code; or
 - (ii) taking appropriate action to address conduct or an omission by an education agent in relation to the other matters described in subclause (c); and
- (e) ensure that its education agents have access to, and maintain, up-to-date information relevant to their duties as specified in the contracts with the signatory.

60. Outcome 15: Offer, enrolment, contracts, and insurance

Signatories must –

- (a) support international school learners (or the parents or legal guardian of international school learners under 18 years) to make well-informed enrolment decisions that are appropriate to the educational outcomes sought; and
- (b) ensure that international school learners (or the parents or legal guardian of international school learners under 18 years) have the information required to understand their interests and obligations before entering into a legally binding contract with a signatory; and
- (c) ensure that each contract of enrolment is fair and reasonable; and
- (d) ensure that any disciplinary action is taken in accordance with the principles of natural justice; and
- (e) ensure that international school learners have the appropriate insurance coverage, including insurance covering travel costs, medical care, and costs associated with repatriation, expatriation, and funeral expenses; and
- (f) ensure that proper documentation is kept and, where appropriate, provided to international school learners (or the parents or legal guardian of international school learners under 18 years).

61. Process 1: Offer of educational instruction

Each signatory must ensure that the educational instruction on offer is in accordance with the Act and is appropriate for international school learners' expectations, English language proficiency, and academic capability.

62. Process 2: Information to be provided before entering contract

- (1) Each signatory must ensure international school learners receive, as a minimum, information about the following before entering into a contract with the learner –
 - (a) the most recent results of their evaluations by education quality assurance agencies; and
 - (b) compliance notices and conditions imposed under the Act that the code administrator directs must be disclosed to prospective international school learners; and

- (c) the education provided and its outcome, for example, whether a qualification is granted; and
 - (d) refund conditions that comply with the outcome and process in clauses 80 and 81; and
 - (e) staffing, facilities, and equipment; and
 - (f) available services and supports; and
 - (g) insurance and visa requirements for receiving educational instruction from the signatory; and
 - (h) this code and the relevant Dispute Resolution Scheme Rules; and
 - (i) full costs related to an offer of educational instruction.
- (2) Each signatory must ensure that, before entering into a contract of enrolment or enrolling with the signatory, each international school learner (or the parents or legal guardian of international students under 18 years) is informed of the learner's rights and obligations in relation to receiving educational instruction from the signatory, including the rights under this code.

63. Process 3: Contract of enrolment

- (1) Each signatory must ensure that a contract of enrolment is entered into between the signatory and each international school learner that includes the following information and terms –
- (a) clear information about the beginning and end dates of enrolment; and
 - (b) the grounds for terminating the contract of enrolment; and
 - (c) the circumstances under which the school learner's conduct may be in breach of the contract of enrolment (including conduct that occurs while the learner is not under the immediate supervision or control of the signatory); and
 - (d) the type of disciplinary action short of termination of the contract of enrolment that may be taken by the signatory against the student (for example suspension or exclusion); and
 - (e) the process that the signatory must follow when seeking to terminate the contract of enrolment under paragraph (b) or to take disciplinary action under paragraph (d).
- (2) Each signatory must ensure that the contract of enrolment is fair and reasonable.

64. Process 4: Disciplinary action

Any process undertaken under clause 63(1)(e) for terminating the contract of enrolment under clause 63(1)(b) or for taking disciplinary action under clause 63(1)(d) must be in accordance with the principles of natural justice (which includes those necessary to ensure the prompt, considered, and fair resolution of the matter that is the subject of the action).

65. Process 5: Insurance

- (1) Each signatory must ensure that, as far as practicable, each international school learner who is enrolled with the signatory for educational instruction of 2 weeks' duration or longer has appropriate insurance covering –
- (a) the school learner's travel –
 - (i) to and from New Zealand; and
 - (ii) within New Zealand; and
 - (iii) if the travel is part of the educational instruction, outside New Zealand; and
 - (b) medical care in New Zealand, including diagnosis, prescription, surgery, and hospitalisation; and
 - (c) repatriation or expatriation of the school learner as a result of serious illness or injury, including cover of travel costs incurred by family members assisting repatriation or expatriation; and

- (d) death of the school learner, including cover of –
 - (i) travel costs of family members to and from New Zealand; and
 - (ii) costs of repatriation or expatriation of the body; and
 - (iii) funeral expenses.
- (2) Subclause (1)(a)(i) and (ii) includes the school learner’s travel to and from their country of origin or citizenship before their educational instruction begins and after it ends (which may be outside of the enrolment period).
- (3) Subclause (1)(a)(i) does not include the school learner’s travel to other countries unless that travel is primarily for the purpose of embarking on connecting flights to and from New Zealand.

66. Process 6: Decisions requiring written agreement of parent or legal guardian

Each signatory must ensure that, where appropriate, it obtains the written agreement of the parent or legal guardian of an international school learner under 18 years with respect to decisions affecting the learner.

67. Outcome 16: Immigration matters

Signatories must –

- (a) ensure that they do not allow or continue to allow a person to undertake educational instruction if that person is not entitled under the Immigration Act 2009 to undertake the educational instruction; and
- (b) take reasonable precautions and exercise due diligence in ascertaining whether international school learners are entitled under the Immigration Act 2009 to undertake the educational instruction for which they enrol.

68. Process:

Each signatory must –

- (a) ensure that each international school learner who enrolls with the signatory has the necessary immigration status for study in New Zealand; and
- (b) report to Immigration New Zealand known or suspected breaches of visa conditions by international school learners; and
- (c) notify Immigration New Zealand of terminations of enrolment.

69. Outcome 17: Orientation

Signatories must ensure that international school learners have the opportunity to participate in a well-designed and age-appropriate programme that provides the information and advice necessary for a learner at the outset of their educational instruction.

70. Process:

- (1) Each signatory must ensure its orientation programme –
 - (a) provides each international school learner with full information and advice on all relevant institutional policies; and
 - (b) provides each international school learner with full information and advice on the services, support, and facilities that the signatory offers; and

- (c) provides the names and contact details of designated staff members responsible for international school learner support; and
 - (d) provides appropriate information relating to health and safety of international school learners; and
 - (e) provides information about complaints procedures for international school learners, both internal and external; and
 - (f) provides information about the termination of enrolment; and
 - (g) provides information about the school learner's rights and entitlements, including any entitlement to a fee refund, if the learner voluntarily withdraws from the educational instruction.
- (2) For an international school learner under 18 years, a signatory must ensure, where applicable, that any parent, legal guardian, or residential caregiver of the learner who is in New Zealand and accompanying the learner has access to the orientation information or programme that has been provided to the learner.

71. Outcome 18: Safety and wellbeing

Signatories must –

- (a) provide a safe study environment for international school learners; and
- (b) provide adequate support for the wellbeing of international school learners; and
- (c) as far as practicable, ensure that international school learners live in a safe environment.

72. Process 1: General

Each signatory must –

- (a) respond fairly and effectively to instances of inappropriate behaviour by, or impacting on, an international school learner; and
- (b) develop and maintain policies for managing inappropriate behaviour that are communicated to staff and learners and effectively implemented; and
- (c) advise international school learners on how to –
 - (i) report and address health and safety issues (for both on campus and off campus activities); and
 - (ii) respond to an emergency (for both on campus and off campus activities); and
 - (iii) access health and counselling services; and
 - (iv) engage with relevant government agencies such as the New Zealand Police and the department responsible for administering the Oranga Tamariki Act 1989; and
- (d) have up-to-date contact details for each international school learner and their next of kin; and
- (e) ensure that at all times there is at least 1 staff member available to be contacted by an international school learner in an emergency.

73. Process 2: International school learners under 18 years

- (1) In relation to international school learners under 18 years, each signatory must –
 - (a) not enrol an international school learner 10 years or older but under 18 years who does not live with a parent or legal guardian unless –

- (i) the school learner is in a properly supervised group of learners whose educational instruction is not for more than 3 months; or
 - (ii) the school learner is in the care of a residential caregiver; and
- (b) have up-to-date contact details for the learners' parents, legal guardian, and residential caregivers; and
 - (c) maintain effective communications with the parents or legal guardian, and residential caregivers (if any) of learners concerning their wellbeing and progress in study; and
 - (d) maintain effective communications with the parents, legal guardian, or residential caregivers of learners concerning their wellbeing and progress in study; and
 - (e) designate at least 1 staff member is designated to proactively monitor and address any concerns about international school learners under 18 years; and
 - (f) if the school learner is in the care of a residential caregiver, –
 - (i) ensure that a plan is in place for the transfer of care of the learner from the residential caregiver to the learner's parent or legal guardian, or another person approved by the parent or legal guardian, for –
 - a. each transfer that occurs during the period of enrolment; and
 - b. the transfer that occurs at the end of enrolment; and
 - (ii) ensure that the parent or legal guardian is notified of each transfer plan.
- (2) The requirements in clause 72 apply, in addition to this clause, to international school learners who are 10 years or older but under 18 years.

74. Process 3: International school learners under 10 years

- (1) Each signatory must ensure that its international school learners under 10 years live with a parent or legal guardian, unless they are accommodated in a school hostel.
- (2) The requirements in clauses 72 and 73 apply, in addition to this clause, to international school learners who are under 10 years.

75. Process 4: International school learners at risk or with additional learning needs

- (1) Each signatory must ensure that –
 - (a) appropriate measures are put in place to address the needs and issues of international school learners at risk or with additional learning needs; and
 - (b) the parent or legal guardian of a school learner under 18 years or the next of kin of a learner 18 years or over is aware of any situation where the learner is at risk or has additional learning needs; and
 - (c) where appropriate and in compliance and subject to the principles of the Privacy Act 2020, issues relating to the learners are reported to relevant agencies such as the New Zealand Police and the department responsible for administering the Oranga Tamariki Act 1989, and to the code administrator.
- (2) A learner is at risk if the signatory has reasonable grounds to believe that there is a serious issue relating to the learner's health, safety, or wellbeing, including, for example, –
 - (a) the learner is unable to adequately protect themselves against significant harm or exploitation; and

- (b) the learner is unable to adequately safeguard their personal welfare.
- (3) A learner with additional learning needs includes a learner who –
- (a) is a disabled learner; or
 - (b) experiences other difficulties which affect the learner’s ability to participate, learn, and achieve; and
 - (c) requires the provision of adapted programmes or learning environments, or specialised equipment or materials to support the learner to access the curriculum, participate, learn, and achieve.
- (4) This clause applies in addition to the requirements set out in clauses 72, 73 and 74.

76. Process 5: Accommodation

- (1) In relation to an international school learner under 18 years who is in the care of a residential caregiver, the signatory must –
- (a) ensure that the learner’s accommodation is safe, is in acceptable condition, and meets all regulatory and legislative requirements; and
 - (b) ensure that the safety check referred to in clause 77(1) is completed and is up to date; and
 - (c) ensure that an appropriate check is completed and is up to date for each person who is 18 years or over and who resides at the residential caregiver’s accommodation, for the purpose of ensuring the safety of the learner; and
 - (d) have a written agreement with the residential caregiver that specifies the role and responsibilities of each party in relation to the care of the learner; and
 - (e) maintain effective communication with the learner and the learner’s parent or legal guardian when accommodation issues arise, and must take responsibility for addressing those issues, including reporting them to relevant authorities and moving learners to appropriate accommodation; and
 - (f) conduct sufficient learner interviews and home visits to monitor and review the quality of residential care, taking into consideration the age of the learner, the length of the stay, and other relevant factors; and
 - (g) if the learner’s residential caregiver is a designated caregiver ensure that the parent or legal guardian of the learner has provided written agreement that the designated caregiver will be subject to the signatory’s approval and that the signatory is not responsible for the learner’s day-to-day care when the learner is in the custody of the designated caregiver; and
 - (h) if the learner’s residential caregiver is a supervisor described in clause 77(2), ensure that the parent or legal guardian of the learner has provided written agreement that the signatory is not responsible for the learner’s day-to-day care when the learner is in the custody of that supervisor; and
 - (i) ensure that there is appropriate separation of international learners from others of different ages in the accommodation; and
 - (j) ensure that the learner is appropriately supervised in the accommodation.
- (2) For the purposes of clause 76(1)(c), a person who is 18 years or over and who resides at the residential caregiver’s accommodation includes a person of that age who –
- (a) temporarily resides at that accommodation; or
 - (b) is or will be residing at that accommodation for 1 or more periods in any month (whether or not for valuable consideration), each period of which is 5 or more consecutive nights.

- (3) In relation to an international school learner 18 years or over who lives in accommodation provided or arranged by a signatory, the signatory must –
- (a) ensure that the learner’s accommodation is safe, is in acceptable condition, and meets all regulatory and legislative requirements; and
 - (b) maintain effective communication with the learner when accommodation issues arise, and must take responsibility for addressing those issues, including reporting them to relevant authorities.
- (4) In relation to an international school learner 18 years or over who arranges accommodation for themselves, the signatory must ensure that the learner is directed to relevant advice and information that will enable the learner to understand their rights and obligations as a tenant in New Zealand.
- (5) To avoid doubt, if the residential caregiver is a supervisor described in clause 77(2) or a designated caregiver, the signatory must meet the requirements of this clause and ensure the safety, health, and wellbeing of the learner.
- (6) In this clause, **accommodation issues** include issues of health and wellbeing arising from a learner’s accommodation or connected with it.

77. Process 6: Safety checks and appropriate checks

- (1) The safety check for the residential caregiver referred to in clause 76(1)(b) –
- (a) must include –
 - (i) a confirmation of identity; and
 - (ii) a reference check that includes contacting at least 1 of the following persons or bodies for the purpose of obtaining information that the signatory considers relevant to a risk assessment –
 - a. the residential caregiver’s current or previous employer, professional body, or registration authority;
 - b. the licensing authority that is relevant to the residential caregiver’s business or professional activities;
 - c. a person who is not related to the residential caregiver; and
 - (iii) a police vet, to obtain information that is relevant to a risk assessment; and
 - (iv) an interview with the residential caregiver, to obtain information that the signatory considers relevant to a risk assessment; and
 - (v) a risk assessment that takes into account all of the information that was obtained under paragraph (a)(i) to (iv), to determine whether the residential caregiver poses a risk to the safety of the learner; and
 - (b) is **up to date** if it is completed within 3 years after the date of the latest safety check.
- (2) Subclause (1)(a)(ii) to (v) does not apply to a residential caregiver who –
- (a) is a supervisor referred to in paragraph (e) of the definition of residential caregiver in clause 5(1); and
 - (b) is not a resident of New Zealand; and
 - (c) is travelling with, and accompanying, the international school learner for the purpose of supervising them during the learner’s educational instruction.

- (3) An appropriate check referred to in clause 76(1)(c) is **up to date** if it is completed within 3 years after the date of the latest check.

78. Outcome 19: Learner support, advice and services

International school learners are fully informed by, and receive relevant advice from, their signatories on services to support their educational outcomes.

79. Process:

Each signatory must have practices for –

- (a) ensuring that information and advice provided by the signatory to international school learners is accurate, age-appropriate, and up to date; and
- (b) providing its international learners with information about their legal rights and obligations and, where possible, the possible risks when learners receive or accept advice or services; and
- (c) providing its international school learners with information and advice on –
 - (i) how to effectively interact with persons from different cultural backgrounds; and
 - (ii) the cultural and community support available to them; and
 - (iii) how to adjust to a different cultural environment in New Zealand; and
- (d) ensuring that its international school learners are provided with information on education and residency pathways and advice on pathways for further study or career development, where appropriate; and
- (e) ensuring that, where applicable, its international school learners have access to information and advice on –
 - (i) minimum wages and labour conditions in New Zealand; and
 - (ii) maximum hours of work permitted under visa conditions; and
 - (iii) how to access information and support regarding employment; and
 - (iv) how to report misconduct by employers.

80. Outcome 20: Managing withdrawal and closure

Signatories must ensure that the fees paid by international learners for educational instruction in New Zealand are secure and protected in the event of learner withdrawal or the ending of educational instruction or the closure of a signatory.

81. Process:

- (1) Each signatory must ensure that –
 - (a) its refund policies are reasonable and in accordance with legal requirements; and
 - (b) it provides its international learners (or the parents or legal guardian of international learners under 18 years) with sufficient information to understand their rights and obligations under those refund policies.
- (2) A refund policy must include refund conditions for the following situations –
 - (a) failure by a learner to obtain a study visa; and
 - (b) voluntary withdrawal by a learner; and

- (c) the signatory ceasing to provide a course of educational instruction as contracted with a learner, whether it stops of its own accord or as required by an education quality assurance agency; and
 - (d) the signatory ceasing to be a signatory; and
 - (e) the signatory ceasing to be a provider.
- (3) In the situation in subclause (2)(c) or (d), the signatory must deal with fees paid for services not delivered or the unused portion of fees paid as follows –
- (a) refund the amount in question to the learner (or the learner’s parent or legal guardian); or
 - (b) if directed by the learner or the code administrator or the agency responsible for fee protection mechanisms, transfer the amount to another signatory as agreed with the learner (or the learner’s parent or legal guardian).

82. Outcome 21: Dealing with complaints

Signatories must ensure that all international school learners have access to proper and fair procedures for dealing with complaints.

83. Process:

- (1) Each signatory must ensure that –
- (a) it has an effective internal process for addressing complaints by its international learners; and
 - (b) its international learners are informed about that process.
- (2) Each signatory must advise its international learners –
- (a) of the availability of recourse to the code administrator or relevant Dispute Resolution Scheme or any other relevant authority if a learner cannot access the internal complaints process or is dissatisfied with the outcome or experience of using that process; and
 - (b) how to make a complaint to the code administrator or to seek resolution of a financial dispute under the relevant Dispute Resolution Scheme.

84. Outcome 22: Compliance with international learner contract Dispute Resolution Scheme

Signatories must comply with the relevant Dispute Resolution Scheme rules.

85. Process:

- (1) Each signatory must ensure that it is familiar with the relevant Dispute Resolution Scheme rules and ensure compliance with those rules in a dispute to which it is a party.
- (2) Failure to comply with the relevant Dispute Resolution Scheme rules is a breach of this code and may trigger sanctions by the code administrator.