

## Education (Pastoral Care of Tertiary and International Students) Code of Practice 2021

Pursuant to section 534 of the Education and Training Act 2020 the Minister of Education makes the following code of practice.

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## Part 1 – Introduction

### 1. Title

This code is the Education (Pastoral Care of Tertiary and International Students) Code of Practice 2021.

### 2. Commencement

This code comes into force on 1 January 2022 and is issued under section 534 of the Education and Training Act 2020.

### 3. Purpose of the code

- (1) The purpose of a code –
  - (a) in respect of domestic tertiary students, is to support the Government’s objectives for the education of domestic tertiary students by –
    - (i) requiring providers to take all reasonable steps to maintain the wellbeing of domestic tertiary students; and
    - (ii) ensuring, so far as is possible, that domestic tertiary students have a positive experience that supports their educational achievement.
  - (b) in respect of international students, is to support the Government’s objectives for international education by –
    - (i) requiring providers to take all reasonable steps to protect international students; and
    - (ii) ensuring, so far as is possible, that international students have in New Zealand a positive experience that supports their educational achievement.
- (2) This code specifies the role of providers in ensuring the organised and formal provision of wellbeing and safety practices to care and assist –
  - (a) all tertiary learners generally; and
  - (b) tertiary learners residing in student accommodation; and
  - (c) international tertiary students; and
  - (d) international school students.

### 4. The scope of the code

- (1) The scope of the code –
  - (a) in respect of domestic tertiary students, is to prescribe –
    - (i) outcomes sought from providers for their domestic tertiary students; and
    - (ii) key processes required of providers to support the wellbeing, achievement, and rights of domestic tertiary student.
  - (b) in respect of international students, is to prescribe –
    - (i) outcomes sought from providers for their international students; and

- (ii) key processes required of providers to support the wellbeing, achievement, and rights of international students.
- (2) This code, as it relates to tertiary providers, applies to –
  - (a) the activities provided or arranged by a provider for domestic tertiary students who are studying towards a New Zealand qualification, whether in New Zealand or offshore; and
  - (b) student accommodation which is exempt under section 5B of the Residential Tenancies Act 1986 (RTA), including where there is a written agreement between the tertiary provider and the accommodation provider under section 5B(1)(b)(ii) of the RTA.
- (3) The code administrator may exempt the following students or learners from the application of part of the code –
  - (a) a school student who changes status from domestic student to international student; or
  - (b) domestic tertiary learners or school or tertiary international students where appropriate, with due consideration for wellbeing and safety, and on approval of the Minister of Education.
- (4) This code applies in addition to current statutory requirements and relevant guidelines for the health, safety and wellbeing and safety of tertiary learners and international school students.
- (5) This code does not override the responsibilities of education and accommodation providers under the Privacy Act or the Health Information Privacy Code.

## Part 2 – How to read this code

### 5. Definitions

(1) In this code, unless the context otherwise requires, –

**Act** means the Education and Training Act 2020

**accommodation staff** includes all full-time and part-time staff who are employed within student accommodation described in Part 5

**basic needs** mean the essential material requirements to support wellbeing and safety including housing, food and clothing

**code administrator process** relates to Part 8 of this code and has the same meaning as 238H of the Education Act 1989 which is saved by Schedule 1, clause 7(3) of the Education and Training Act 2020

**contract of enrolment between international students and signatories** –

- (a) in relation to a signatory that is a State school, has the same meaning as in section 2(1) of the Act; or
- (b) in relation to other signatories, means a written contract that is entered into between an international student (or the student’s parent or legal guardian, if the student is under 18 years) and the signatory that entitles the student to receive educational instruction provided by that signatory

**designated caregiver** means a relative or close family friend designated in writing by a parent or legal guardian of an international student under 18 years as the caregiver and accommodation provider for that student

**disabled student** means a learner who experiences a physical, sensory, cognitive, psychosocial, or behavioural difficulty, or a combination of these

**disciplinary action** in relation to an international student includes suspension, exclusion, or the termination of enrolment for any reason, and any other disciplinary action set out in the contract of enrolment

**domestic tertiary student** has the same meaning as in section 10 of the Act

**due diligence** means the process of obtaining disclosure and verification in respect of another party before entering into a binding commitment

**education agent** means a person, body, or organisation acting on behalf of a signatory in relation to their international students’ enrolment and study, and includes a subcontracted agent

**educational instruction** includes classes, courses, programmes, or training schemes –

- (a) that are approved or exempted in accordance with section 524, 525, 527 or 528 of the Act; and
- (b) that the signatory has been granted accreditation to provide (where required under section 525 or 527 of the Act); and

- (c) that the signatory has been granted consent to assess against the relevant assessment standards (where required under section 524, 525 or 527 of the Act)

**education quality assurance agency** means the Education Review Office, New Zealand Qualification Authority or Universities New Zealand

**enrol** in relation to an international student means register or admit a person as an international student for educational instruction provided by a signatory after the student has accepted an offer of educational instruction from the signatory, and **enrolment** has a corresponding meaning

**expatriation** in relation to international students means the process of moving a person from 1 country or locality to another

**fee protection mechanism** means a mechanism approved in rules made under section 452(1)(e) of the Act

**fit and proper person** is a person who is of good character who abides by the laws of New Zealand and elsewhere and is likely to continue to do so while being employed at a student accommodation as a member of the accommodation staff

**homestay** means accommodation provided to an international student in the residence of a family or household in which no more than 4 international students are accommodated

**house rules** mean the rules and guidelines agreed between residents and accommodation providers that meet the requirements in Section 5B of the Residential Tenancies Act 1986

**international student** has the same meaning as in section 10 of the Act

**learning environment** refers to the diverse physical and digital locations (e.g. teaching, learning and communal environments and student accommodation), contexts, and cultures in which students learn

**legal guardian** means a person who, by court or testamentary appointment, is responsible for the learner's wellbeing and safety and financial support, and provides for the care of the learner or international student in their home country

**licensed hostel** means a school hostel that is licensed under the Education (Hostels) Regulations 2005

**mana** means the intrinsic value and inherent dignity derived from a person's whakapapa (genealogy) and their belonging to a whānau, hapū, iwi, or family group, in accordance with tikanga Māori or its equivalent in the person's culture

**parent** means the father, mother, legal guardian, or immediate caregiver of the learner who is responsible for the learner's wellbeing and safety and financial support

**pastoral care (wellbeing and safety practices)** means a provider's responsibilities for supporting the wellbeing and safety and educational achievement of students in their learning environment

**practices** mean the policies and processes implemented by the institution to realise the outcomes set out in this code

**repatriation** means the process of returning a person to their country of origin or citizenship

**resident** means a learner who resides in student accommodation

**residential caregiver of international students under 18** means –

- (a) a homestay carer; or
- (b) a licensed school hostel manager or other person responsible for the care of international students in a licensed school hostel; or
- (c) a designated caregiver; or
- (d) a manager of tertiary student accommodation that is exempt from the RTA and covered by Part 5 of this code; or
- (e) in the case of temporary accommodation, a supervisor who is responsible for the care of international students

**serious harm** has the same meaning as in section 10 of the Act

**signatory** means a provider that has been approved by the Code administrator to enrol international students as a signatory to this code

**student accommodation** means student accommodation which is exempt under section 5B of the Residential Tenancies Act 1986 (RTA), including where there is a written agreement between a tertiary provider and an accommodation provider under section 5B(1)(b)(ii) of the RTA

**tertiary learner** is a term that refers to a domestic tertiary student, international tertiary student, or an industry trainee or apprentice enrolled with a tertiary provider

**tertiary learner/student ‘at risk’** means that a tertiary provider or school has reasonable grounds to believe that a tertiary learner or student is unable to –

- (a) adequately protect themselves against serious harm; or
- (b) adequately safeguard their personal welfare

**wellbeing and safety** means, in simple terms, that learners have safe and healthy conditions in their learning and social environments and in student accommodation, have a positive frame of mind and resilience, and have satisfaction with self, relationships and experiences

- (2) In this code, a reference to the age of a person is a reference to the age of the person on their last birthday.
- (3) A term that is used in this code and defined in the Education and Training Act but not in this code has the same meaning as in the Education and Training Act.

### **Part 3 – Consultative and co-ordinated tertiary provider support structures (in relation to domestic and international tertiary students)**

#### **6. Outcome 1: Organisational strategic goals and plans**

Provider wellbeing and safety practices are designed to respond effectively to the needs of learner communities with the intent and outcomes of these practices being shared with learners, whānau, staff, local communities, and iwi.

#### **7. Process: Stakeholder consultation in developing strategic goals, plans and practices**

Providers must consult with learners, whānau, staff, local communities, and iwi, to develop strategic goals and plans across their organisation, including student accommodation, for supporting the wellbeing and safety of learners which –

- (a) demonstrate how the provider will give effect to the outcomes sought and processes required by this code; and
- (b) includes how the provider will honour and give effect to the Te Tiriti o Waitangi; and
- (c) are readily available to learners and staff (along with this Code).

#### **8. Process: Stakeholder consultation in reviewing strategic plans and goals**

Providers must regularly review their organisation's strategic goals and plans for supporting the wellbeing and safety of learners in consultation with learners, whānau, staff, local communities, and iwi, including –

- (a) making amendments within a reasonable timeframe following the review; and
- (b) making the revised strategic goals and plans readily available to learners, staff and the general public, including on its websites.

#### **9. Process: Review of wellbeing and safety practices**

- (1) Providers must use their organisation's learner wellbeing and safety strategic plan to review the quality of its learner wellbeing and safety practices at a frequency determined by the code administrator, including –
  - (a) using feedback from learners, whānau, staff, local communities, and iwi; and
  - (b) using relevant quantitative and qualitative data that is, as far as practicable, disaggregated by diverse learner group (e.g. learners of different ages, cultures, religions, international learners, refugees, disabled learners, distance learners, care experienced learners, and LGBTQIA+ learners); and
  - (c) ensuring that wellbeing and safety practices are fit for purpose.
- (2) Providers must, within a reasonable timeframe, following a review under sub-clause (1) take appropriate action to address any deficiencies in learner wellbeing and safety practices.
- (3) Providers must arrange for a peer-to-peer verification of self-assessments by suitably skilled and qualified staff from a different tertiary provider at a frequency determined by the code administrator.
- (4) Providers must make self-review reports and peer-to-peer review reports of their learner wellbeing and safety practices readily available to learners, staff, and the general public, including on its websites.

## **10. Outcome 2: Learner voice**

Providers recognise that learners are a community with rich and diverse perspectives, experiences, backgrounds, and concerns, who are embedded in wider familial, social and cultural networks. Providers work to equitably uphold learners' mana and autonomy by hearing, heeding, and embedding their voices in relevant education provision, decision-making and governance.

## **11. Process**

Providers must have practices for –

- (a) having appropriate formal and informal structures in place to provide a platform to actively hear, engage with, and develop the diverse voices of learners and their communities; and
- (b) working with learners, and their communities, as key partners in developing practices, including learner instigated or led initiatives, that influence their learning environments, and wellbeing and safety; and
- (c) empowering learners and their communities to participate equitably in decision-making processes, including, where appropriate, in decisions on how resources and spaces are used, the content of learner rules or codes of conduct, course content and delivery, and the strategic management and governance of the provider; and
- (d) promoting the timely and accessible dissemination of appropriate information and resources to increase transparency of governance and to assist learners and their communities to participate fully in decision-making processes.

## 12. Outcome 3: Dealing with complaints

Providers contribute to a positive learning environment by ensuring learners receive a genuine and timely response to their concerns.

## 13. Process: Learner complaints

Providers must have practices for –

- (a) effectively addressing complaints of all learners (and those supporting them) and providing constructive feedback; and
- (b) ensuring the timely and efficient handling of complaints in ways that –
  - (i) are appropriate to the level of complexity or sensitivity of the complaint; and
  - (ii) consider the issues from a cultural perspective; and
  - (iii) include the provision of culturally responsive approaches that consider traditional processes for raising and resolving issues (e.g. restorative justice); and
- (c) ensuring that the complaints process is easily accessible to learners (and those supporting them), including –
  - (i) providing learners with clear information on how to use the internal complaints processes (including the relevant person/s to contact), and the scope and possible outcomes of the processes; and
  - (ii) addressing barriers to accessing this information (e.g. due to language, lack of internet access (e.g. providing other ways of raising a complaint), fear of reprisal, desire for anonymity); and
  - (iii) providing an opportunity for a support person/s to guide and support the learner through the complaints process; and
- (d) recording complaints for –
  - (i) effectively managing complaints; and
  - (ii) identifying where there are deficiencies in wellbeing and safety practices, in particular where this is in relation to a specific diverse learner group (e.g. learners of different ages, cultures, religions, international learners, refugees, disabled learners, distance learners, care experienced learners, and LGBTQIA+ learners); and
- (e) reporting back annually on the number and nature of complaints made (at an aggregate level) to provider management, learners, and other key stakeholders (including the quality assurer) including on provider websites; and
- (f) advising learners on the next steps available to them, including –
  - (i) how to seek resolution of a contractual or financial dispute under dispute resolution schemes; and
  - (ii) how to make a complaint to the code administrator if a learner believes that the provider is failing to meet the outcomes or requirements of this Code.

## 14. Process: Compliance with the Dispute Resolution Scheme

- (1) Providers must ensure they are familiar with the relevant dispute resolution scheme rules for domestic and international learners and ensure compliance with those rules in a dispute to which it is party.
- (2) Failure to comply with the dispute resolution scheme rules is a breach of this code and may trigger sanctions by the code administrator.

#### **15. Outcome 4: Supportive organisational structures**

Providers have effective structures in place to implement practices that promote learner wellbeing and safety, and to identify and address risk to learners.

#### **16. Process: Co-ordinated information channels**

Providers must have co-ordinated information channels across their organisation (including student accommodation) and externally for –

- (a) gathering qualitative and quantitative information to evaluate the quality of learner wellbeing and safety practices; and
- (b) providing clear, consistent, accessible, and timely information, advice, and guidance to learners' and those who support them; and
- (c) effectively identifying emerging concerns about learners' wellbeing and safety or behaviour to be able to connect learners quickly to culturally appropriate social, medical, and mental health services, including providers having information channels with –
  - (i) relevant external support services to deliver integrated support for learners, particularly those who may need it over the longer term; and
  - (ii) other providers, schools, and workplaces where the provider has a study or training arrangement in place; and
  - (iii) parents or guardians (for those under 18 years) or the nominated contact person/s where appropriate.

#### **17. Process: Staff training**

Providers must have practices for providing ongoing training and resources to staff that are tailored to their roles in the organisation, on –

- (a) Te Tiriti o Waitangi; and
- (b) understanding the welfare issues of diverse learner groups and ways of assisting them to access available supports (e.g. learners of different ages, cultures (i.e. cultural competency), religions, international learners, refugees, disabled learners, distance learners, care experienced learners, and LGBTQIA+ learners); and
- (c) encouraging healthy lifestyles for learners; and
- (d) physical and sexual violence prevention, including how to support a culture of disclosure and reporting; and
- (e) recognising and effectively responding to learners to ensure wellbeing support, culturally safe health and mental health literacy and support, suicide prevention, drug and alcohol awareness; and
- (f) referral pathways (including to local service providers) and escalation procedures; and
- (g) identifying and timely reporting of incidents and concerning behaviours; and
- (h) privacy and safe handling of personal information.

## **18. Process: Emergency assistance and response planning**

Providers must have practices for assisting learners, and responding effectively, in emergency situations, including any emergencies affecting student accommodation. The emergency could be localised in nature (e.g. a suicide attempt, completed suicide or other medical emergency) or it could involve the whole learning or residential community (e.g. a contagion, a security crisis such as a firearms incident, natural disasters, or geopolitical conflicts). The practices must include –

- (a) ensuring that there is at least one suitably prepared staff member available to be contacted by a learner, or learners, in the event of an emergency 24 hours a day, 7 days a week; and
- (b) co-ordinating decision-making across the provider when responding to emergencies (including observing all the relevant national guidelines and services where appropriate); and
- (c) disseminating timely, accurate, consistent, and accessible information to learners and staff during emergencies (including information on national guidelines and services where appropriate); and
- (d) ensuring all staff are aware of the indicators of imminent danger to a learner or others and what action they can reasonably provide to help make them safe; and
- (e) keeping a regularly updated critical incident and emergencies procedures manual which guides staff involved in emergency situations which contains the immediate and ongoing actions required including –
  - (i) engaging with relevant Government agencies (e.g. the New Zealand Police, Ministry of Health, Education agencies); and
  - (ii) the follow-up de-briefing process to support all learners and staff.

## **Part 4 – Wellbeing and safety practices for all tertiary providers (in relation to domestic and international students)**

*(All obligations as they relate to international tertiary students are signatory obligations)*

### ***Physical and digital learning environments***

#### **19. Outcome 5: Safe, inclusive, and supportive physical and digital learning environments**

Providers create and maintain learning environments that are inclusive and support the academic, personal, and social development of learners.

#### **20. Process: A safe and inclusive atmosphere**

Providers must have practices for –

- (a) recognising, reducing, and responding effectively to discrimination, racism, bullying, harassment, and abuse (including physical and sexual harassment and abuse), including –
  - (i) assisting learners and staff to recognise and respond to discrimination, racism (including institutional racism), bullying, harassment, and abuse (including physical and sexual harassment and abuse); and
  - (ii) promoting an inclusive institutional culture; and
  - (iii) reducing harm to learners resulting from discrimination; and
- (b) promoting an inclusive learning environment by providing all learners with information –
  - (i) that supports understanding, acceptance, and connection with all learners, including learners of different ages, cultures and religions, disabled learners, and LGBTQIA+ learners; and
  - (ii) that increases their (and their communities) awareness, that they have a reciprocal role in managing their own learning environment; and
  - (iii) about the cultural, spiritual, and community supports available to them; and
- (c) providing learners with warm and inviting spaces where culture and identity is uplifted and valued, to connect, build relationships, support each other, and to welcome their friends, families, and whānau.

#### **21. Process: Physical and digital spaces and facilities**

Providers must have practices for enhancing the spaces and facilities in its physical and digital environments, to support learning and social activities, including –

- (a) the health and safety of communal environments; and
- (b) ensuring learners can navigate provider facilities and services with ease (e.g. disabled learners, international students, refugees, first-year students); and
- (c) the physical design of these environments, including –
  - (i) structural (e.g. acoustics, light) and aesthetic features; and
  - (ii) ecological sustainability; and

- (iii) engagement with biculturalism and Te Tiriti o Waitangi (e.g. through signage, planting plans that promote plants of importance to Māori) and involving Maori in the design of environments where appropriate; and
- (d) involving learners in the design of these environments where appropriate; and
- (e) human resources management; and
- (f) the security of learners.

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## **22. Outcome 6: Academic, personal, and social development of learners**

Learners are supported by providers to transition into tertiary study, progress and achieve in their studies, and to develop knowledge, skills, and experience to prepare them for further work or study.

## **23. Process: Supporting personal and social development**

Providers must have practices that provide opportunities and safe spaces for learners to –

- (a) voice diverse and challenging viewpoints; and
- (b) connect, build relationships, and develop social, spiritual and cultural networks; and
- (c) use te reo and tikanga to support Māori learners' connection to identity and culture; and
- (d) access leadership opportunities and engage more actively in their learning, social and residential communities.

## **24. Process: Supporting academic progress**

Providers must have practices for –

- (a) helping learners (including mature learners) prepare for, and adjust to tertiary study (i.e. from pre-application, orientation and through to the first year), and to identify additional learning support needs early; and
- (b) providing access to academic support services and maintaining appropriate oversight of learner achievement and engagement; and
- (c) providing the opportunity for learners to discuss, in confidence and without judgement, any issues that are affecting their ability to study; and
- (d) regularly reviewing teaching, learning and assessment approaches and resources to fit with learners' diverse needs (e.g. for learners of different cultures and ages, disabled learners, and learners experiencing mental illness or health difficulties); and
- (e) providing opportunities for work-integrated learning and volunteering; and
- (f) providing advice on progression pathways and career development, where appropriate.

## **25. Process: Assistance for learners to meet their basic needs**

- (1) Providers must have practices that assist all learners (including those who have work, family or caring commitments) to identify and manage their basic needs, including providing accurate information, as soon as reasonably practicable, on how they can access –
  - (a) services through the provider or through community and public services that will help them maintain reasonable standards of material wellbeing and safety, within the institution and externally; and
  - (b) suitable accommodation and maintain a healthy lifestyle (e.g. including maintaining good work life balance).
- (2) If food is made available by the provider on campus or in student accommodation, the provider must ensure that the food available includes a range of healthy food options that is obtainable at a reasonable cost.

## 26. Outcome 7: Promoting physical and mental health awareness

Providers support learners to develop the capacity to manage their physical and mental health and access support through information, advice, and support when they need it.

## 27. Process

Providers must have practices which assist learners to be physically and mentally healthy, including –

- (a) providing opportunities for learners to have experiences that improve their physical and mental health and wellbeing and safety; and
- (b) assisting learners to manage their physical and mental health, by –
  - (i) promoting awareness of practices that support good physical and mental health that are credible and relevant to learners; and
  - (ii) supporting positive choices impacting on health, wellbeing and safety and education throughout their learning journey (e.g. in relation to drug and alcohol use, sexual health, physical and sexual violence prevention, information about disabling conditions, relationship and conflict management and consent education); and
  - (iii) supporting learners' connection to their language, identity, and culture; and
  - (iv) providing accurate and timely information and advice to learners about –
    - a. how they can access medical and mental health services through the provider or through community and public services, including culturally responsive services; and
    - b. how they can report health and safety concerns they have for their peers; and
    - c. how to respond to an emergency and engage with relevant Government agencies (e.g. how international tertiary students can contact the New Zealand Police).

**28. Outcome 8: Proactive monitoring of learner wellbeing and safety and responsive wellbeing and safety practices**

Providers proactively identify learners who experience difficulties with their wellbeing and/or safety and promptly connect them with the appropriate resources and services.

**29. Process**

Providers must have practices for –

- (a) encouraging learners to disclose health and mental health issues to staff, including accommodation staff, so that the provider can proactively offer them support and resources; and
- (b) requesting that domestic learners 18 years and over provide a name and up-to-date contact details of a nominated person, and the circumstances in which these people should be contacted in relation to their wellbeing and safety; and
- (c) having up-to-date contact details for international tertiary learners and domestic tertiary learners under 18 years and their next of kin; and
- (d) contacting next of kin or the person nominated by domestic learners 18 years and over if there is concern regarding the wellbeing or safety of a student; and
- (e) providing opportunities and spaces for learners to anonymously raise concerns about themselves or others; and
- (f) identifying learners who are experiencing difficulties and those at risk of harming others and having clear pathways for assisting them to access appropriate services on campus or in the community when they need it; and
- (g) tailored arrangements for disabled learners or those affected by health and wellbeing difficulties, including when they are required to study off-campus (e.g. those undertaking work or overseas placements); and
- (h) responding to disruptive and threatening behaviour in a way that is sensitive to a learner's physical or mental health situation or disabling condition; and
- (i) supporting learners who interrupt their studies on physical or mental health grounds and providing re-entry processes for their transition back into tertiary study; and
- (j) maintaining a record of reported risks, including any concerns raised in relation to the effective administration of the Code.

## **Part 5 – Additional wellbeing and safety practices in tertiary student accommodation (in relation to domestic and international tertiary students)**

### **30. Outcome 9: A positive and supportive environment in student accommodation**

Residents are empowered to manage their own wellbeing and safety in student accommodation and receive appropriate support when they need it.

### **31. Process: Information and promotional activities**

- (1) Providers must ensure student accommodation has practices for –
  - (a) providing clear, sufficient and accurate information to enable prospective residents (including learners with families) to make informed choices about the type and nature of student accommodation and services provided; and
  - (b) using information provided by prospective residents at the time of application, to help with their appropriate placement into student accommodation and the development of any transition plans that might be necessary; and
  - (c) providing information and tools that help residents understand their responsibilities within a communal living environment, including those relating to diversity and difference; and
  - (d) providing residents with learning and peer support, and information on –
    - (i) self-care and positive wellbeing and safety; and
    - (ii) how to access wellbeing services on campus and in the community; and
    - (iii) how to provide peer support to other residents; and
  - (e) providing residents with information and advice on what action to take in an emergency and the mechanisms for reporting incidents and raising health and safety concerns; and
  - (f) having clear, reasonable, and accessible house rules and guidelines that promote and encourage –
    - (i) resident safety (including policies relating to drug and alcohol, the possession of firearms and other weapons, basic hygiene); and
    - (ii) a sense of community and association with fellow residents, and
    - (iii) learning and personal growth.
- (2) The information required by this clause must be readily available, accessible, and promoted to residents.

### **32. Process: Accommodation staff**

Providers must take all reasonable steps to ensure that –

- (a) accommodation staff receive appropriate training for their role including on –
  - (i) Te Tiriti o Waitangi; and
  - (ii) understanding the welfare issues of diverse learner groups and ways of assisting them to access available supports (e.g. learners of different ages, cultures (i.e. cultural competency), religions, international learners, refugees, disabled learners, distance learners, care experienced learners, and LGBTQIA+ learners); and

- (iii) encouraging healthy lifestyles for learners; and
  - (iv) physical and sexual violence prevention, including how to support a culture of disclosure and reporting; and
  - (v) recognising and effectively responding to learners to ensure wellbeing support, culturally safe health and mental health literacy and support, suicide prevention, drug and alcohol awareness; and
  - (vi) referral pathways (including through the provider or through community and public services) and escalation procedures; and
  - (vii) identifying and timely reporting of incidents and concerning behaviours; and
  - (viii) privacy and safe handling of personal information.
- (b) the experience and training of accommodation staff is appropriate for the type and nature of accommodation that is being provided; and
  - (c) the accommodation staff are fit and proper persons (this must include a Police vet where required under the Children’s Act if the accommodation includes learners who are under 18); and
  - (d) there is managerial oversight of accommodation staff at all times (24 hours a day, 7 days a week) so that issues can be escalated when they occur; and
  - (e) the level of live-in accommodation staffing provides appropriate oversight and support for residents based on the type and nature of accommodation (for example, a higher level of staffing for halls of residence primarily intended for first-year learners); and
  - (f) there is ongoing wellbeing support for accommodation staff.

**33. Process: Proactive monitoring of residents’ wellbeing and safety and responsive wellbeing and safety practices**

- (1) Providers must ensure student accommodation has proactive monitoring of residents’ wellbeing and safety and responsive wellbeing and safety practices, including for–
  - (a) evaluating the needs of residents and planning how these can be reasonably and practicably met and monitored; and
  - (b) having clearly defined processes within the student accommodation for –
    - (i) residents, staff (including cleaning staff) or visitors to be able to report concerning resident behaviours to accommodation managers on a confidential basis (e.g. firearm possession; suicidal thoughts); and
    - (ii) referring and responding to instances of resident behaviours that are a risk to self or others; and
  - (c) having appropriate welfare-checks, including –
    - (i) developing and implementing a welfare management plan for residents assessed as being at risk, which could include referral to external services; and
    - (ii) systems to regularly check that residents continue to be active within their student accommodation and, if a resident is identified as being at risk, developing and implementing a welfare management plan; and
    - (iii) appropriate arrangements for residents under 18, including for effective communication with the parent/s regarding wellbeing and safety; and
    - (iv) information in the house rules advising that staff members are mandated to enter a resident’s room without permission if there are reasonable grounds to believe that immediate access is needed to save life, or to reduce or eliminate serious risk to life; and
    - (v) providing 24 hours’ notice to a resident if staff members will be entering a resident’s room to undertake a ‘without cause’ welfare check; and

- (d) having a link to the provider co-ordinated information channels to report emerging concerns about a resident's wellbeing or behaviour so residents can be connected quickly to the appropriate services; and
  - (e) keeping a critical incident and emergency procedures manual (specific to the student accommodation) which guides staff involved in an incident for –
    - (i) the immediate actions required, including plans for residents when it becomes unsuitable or unsafe for them to remain in student accommodation in an emergency; and
    - (ii) the follow-up de-briefing process to support learners and staff.
- (2) Providers must record critical incidents occurring in student accommodation and report back annually on these incidents (at an aggregate level) to provider management, learners and other key stakeholders (including the quality assurer).
- (3) The practices described in sub-clause (1) must be regularly reviewed and updated to ensure that they remain relevant and fit for purpose.

**34. Outcome 10: A supportive residential community**

Learners in student accommodation live in a communal environment that supports inclusion, connection, and academic achievement.

**35. Process**

Providers must ensure student accommodation providers take all reasonable steps to create and maintain a communal environment that promotes healthy living, social wellbeing, and encourages study and learning by –

- (a) establishing reasonable house rules that emphasise how residents and staff will work together to ensure a positive and respectful community; and
- (b) providing the opportunity for residents to participate in the development and improvement of house rules (e.g. facilitating floor meetings); and
- (c) supporting health promotion activities; and
- (d) promoting responsible social behaviour and academic success; and
- (e) meeting the cultural needs and aspirations of all groups; and
- (f) developing appropriate initiatives guided by learners to build a sense of community (e.g. safe peer support networks, social contact events, campaigns).

**36. Outcome 11: Accommodation plans, administration, and operational policies**

The wellbeing and safety needs of residents are met through effective student accommodation contracts and practices of providers.

**37. Process: General principles**

Providers must ensure that the wellbeing and safety needs of learners in student accommodation are met through clear, reasonable, and effective practices that include –

- (a) disclosing on its website –
  - (i) the ownership structure and operator details of its student accommodation arrangements; and
  - (ii) the details of the wellbeing and safety practices offered at each student accommodation facility (e.g. the ratio of residents to residential assistants); and
- (b) the student accommodation provider's human resource strategy which includes –
  - (i) job descriptions that clearly describe the role of accommodation staff in relation to the learner wellbeing and safety; and
  - (ii) relevant competencies and attributes that accommodation staff must demonstrate to be able to fulfil that role, and the ongoing training that will be available to develop these competencies; and
  - (iii) the availability of wellbeing and safety support services to accommodation staff.

**38. Process: Student accommodation contracts**

- (1) Providers must ensure that student accommodation contract with a resident –
  - (a) is clear and concise; and
  - (b) sets out the responsibilities of the provider and the resident; and
  - (c) advises residents of the requirements for –
    - (i) information sharing across the provider; and
    - (ii) the regular processes for checking on residents; and
  - (d) is reviewed and updated from time to time to ensure it remains fit for purpose in relation to wellbeing and safety matters, taking into account the views of learners and their representative bodies; and
  - (e) sets out the deposit, bond components, fees, refund policy and penalties; and
  - (f) sets out the complaints, conflict resolution, and disciplinary processes.
- (2) Providers must ensure student accommodation refund policies are –
  - (a) reasonable and in accordance with legal requirements; and
  - (b) provide residents (or the parents or legal guardians of residents under 18 years) with sufficient information to understand their rights and obligations under those refund policies.
- (3) Providers must ensure student accommodation provides prospective residents with a copy of the house rules before they sign the accommodation contract.

- (4) Providers must ensure student accommodation providers keep a written log of accommodation complaints received alleging a breach or breaches of this code.

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### 39. Outcome 12: Student accommodation facilities and services

Student accommodation facilities and services are maintained to a standard sufficient to support residents' social, mental and physical wellbeing and safety and educational success.

### 40. Process

- (1) Providers must ensure that student accommodation –
  - (a) has appropriate and sufficient communal spaces for social interaction (e.g. greeting and conversing with friends, whānau and other residents) and for resident activities; and
  - (b) responds to the diverse needs and aspirations of residents in accordance with the Te Tiriti o Waitangi; and
  - (c) responds to the needs of a learner experiencing difficulties and, where practicable, is adjusted as necessary to address those difficulties; and
  - (d) is maintained in a manner that is secure, clean, dry, warm, comfortable, accessible, and is conducive to study and a variety of learning styles; and
  - (e) provides utilities, services and other facilities that are adequate and appropriate for the character and size of the residential community (for example, catering, internet access, laundry, computers, leisure, cleaning, basic sanitation, toilets, etc); and
  - (f) has appropriate insurance cover; and
  - (g) is funded adequately to carry out the statement of intent or mission statement, including repairs, replacement, and improvements; and
  - (h) has adequate and appropriate controls in place to ensure accountability for financial processes including –
    - (i) providing receipts for all financial transactions with the resident, and
    - (ii) providing residents with up-to-date information on what they owe to the accommodation provider.
- (2) Providers must ensure that any alterations, maintenance and repairs to student accommodation are undertaken as quickly as possible and in a manner that minimises interference with the quiet enjoyment of the residents.

## **Part 6 – Additional wellbeing and safety practices for tertiary providers (signatories) enrolling international students**

These requirements for providers enrolling international tertiary students are in addition to the requirements for Part 3, Part 4, and Part 5.

### *Becoming a signatory*

#### **41. Tertiary providers can submit applications to the code administrator to become signatories**

In order to enrol international students, tertiary providers must have applications to become a code signatory approved by the code administrator.

#### **42. Criteria for becoming signatory**

The criteria for an applicant to become a signatory to this code are the following –

- (a) the applicant is a provider; and
- (b) the applicant provides, or is intending to provide, educational instruction; and
- (c) the applicant has acceptable financial management practices and performance; and
- (d) the applicant has policies and procedures in place that will enable it to achieve the outcomes sought and processes required by this code; and
- (e) the code administrator does not otherwise consider the applicant to be unsuitable for approval as a signatory to this code.

#### **43. Code administrator may remove signatory on request of signatory**

At the request of a signatory, the code administrator may remove the signatory as a signatory to this code.

*Tertiary signatory administrative process requirements*

**44. Outcome 13: Responding to the specific wellbeing and safety needs of international tertiary students**

In fulfilling the requirements of clauses 6-40 of this code, a signatory must ensure that practices respond to the specific wellbeing and safety needs of international tertiary students.

**45. Process**

Signatories must have practices to –

- (a) engage effectively with international tertiary students to understand their wellbeing and safety needs under the outcomes of Part 3, Part 4 and Part 5 of this code; and
- (b) ensure practices are appropriately responsive to the needs of international tertiary students.

**46. Outcome 14: Marketing and promotion**

Prospective international tertiary students make informed study choices and understand the services a signatory provides before they begin their study.

**47. Process**

Each signatory must have marketing and promotion practices, that include –

- (a) proactively seeking to understand the information needs of prospective international tertiary students; and
- (b) developing and providing information to prospective international tertiary students and reviewing the information to ensure it is kept up to date; and
- (c) ensuring that prospective international tertiary students receive, as a minimum, up-to-date and timely information about the following –
  - (i) the signatory’s quality assurance results; and
  - (ii) the educational instruction, staffing, facilities, and equipment available to international tertiary students; and
  - (iii) the dispute resolution scheme; and
  - (iv) potential learning outcomes for international tertiary students, including pathways for further study, employment, and residency where applicable; and
  - (v) estimated study and living costs for international tertiary students; and
  - (vi) accommodation and transport, or ways to obtain such information.

#### 48. Outcome 15: Managing and monitoring education agents

Signatories effectively manage and monitor education agents, ensuring that in their dealings with prospective international tertiary students, education agents provide reliable information about studying, working, and living in New Zealand, act with integrity and professionalism, and do not breach the law or jeopardise the signatory's compliance with this code.

#### 49. Process

Each signatory must have practices to manage and monitor its education agents including –

- (a) carrying out and recording reference checks on potential education agents to ensure as far as possible that they are not involved in any conduct that is false, misleading, deceptive, or in breach of the law; and
- (b) entering into written contracts with each of its education agents; and
- (c) during the term of a contract, monitoring the activities and performance of its education agents in relation to –
  - (i) their obligations as specified in the contract; and
  - (ii) whether they provide prospective international tertiary students 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 tertiary students; 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) managing the education agents by –
  - (i) terminating contracts with an agent if there is evidence suggesting that the education 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) ensuring 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.

**50. Outcome 16: Immigration matters**

Signatories ensure that international tertiary students are entitled to study in New Zealand under the Immigration Act 2009.

**51. Process**

Each signatory must have practices for –

- (a) ensuring that each international tertiary student who enrolls with the signatory has the necessary immigration status for study in New Zealand; and
- (b) reporting to Immigration New Zealand known or suspected breaches of visa conditions by international tertiary students; and
- (c) notifying Immigration New Zealand of terminations of enrolment.

**52. Outcome 17: Managing withdrawal and closure**

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

**53. 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 tertiary students (or the parents or legal guardians of international tertiary students 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 an international tertiary student to obtain a study visa; and
  - (b) voluntary withdrawal by an international tertiary student; and
  - (c) the signatory ceasing to provide a course of educational instruction as contracted with an international tertiary student, 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 tertiary 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 international tertiary student (or the student's parent or legal guardian); or
  - (b) if directed by the international tertiary student or the code administrator or the agency responsible for fee protection mechanisms, transfer the amount to another signatory as agreed with the student (or the student's parent or legal guardian).

*Information, advice, and support for international tertiary students  
before and throughout the period of enrolment*

**54. Outcome 18: Offer, enrolment, contracts, and insurance**

Signatories ensure that prospective international tertiary students (or parents or legal guardians of those under 18 years) make well informed enrolment decisions, clearly understand their legal obligations and disciplinary procedures, have fair and reasonable enrolment contracts, are appropriately insured, and have access to documentation held by signatories where this is appropriate.

**55. Process: Offer of educational instruction**

Each signatory must ensure that the educational instruction offered to international tertiary students is in accordance with the Act and is appropriate for international tertiary students' expectations, English language proficiency, and academic capability.

**56. Process: Information to be provided before entering contract**

- (1) Each signatory must have practices that ensure prospective international tertiary students receive, as a minimum, information about the following before entering into a contract with the student –
  - (a) the most recent results of their evaluations by education quality assurance agencies; and
  - (b) quality improvement or compliance notices and conditions imposed under the Act that the code administrator directs must be disclosed to prospective international tertiary students; 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 52 and 53; 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 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 tertiary student is informed of the student's rights and obligations in relation to receiving educational instruction from the signatory, including the rights under this code.

**57. Process: Contract of enrolment**

- (1) Each signatory must ensure that a contract of enrolment is entered into between the signatory and each international tertiary student that includes the following information and terms –
  - (a) clear information about the beginning and end dates of enrolment; and
  - (b) the conditions for terminating the contract of enrolment; and
  - (c) the circumstances under which the student's conduct may be in breach of the contract of enrolment (including conduct that occurs while the student is not under the immediate supervision or control of the signatory); and

- (d) the type of disciplinary action that may be taken by the signatory against the student; and
- (e) the procedure that the signatory must follow when taking disciplinary action against the student.

(2) Each signatory must ensure that the contract of enrolment is fair and reasonable.

**58. Process: Disciplinary action**

Any disciplinary action process that is taken by a tertiary signatory must 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).

**59. Process: Decisions requiring written agreement of parent or guardian**

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

**60. Process: Insurance**

- (1) Each signatory must have practices that ensure, as far as practicable, each international tertiary student who is enrolled with the signatory for educational instruction of 2 weeks' duration or longer has appropriate insurance covering –
  - (a) the international tertiary student'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 international tertiary student 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 international tertiary student, 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 international tertiary student'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 international tertiary student's travel to other countries unless that travel is primarily for the purpose of embarking on connecting flights to and from New Zealand.

**61. Outcome 19: Student support, advice and services**

Signatories ensure that international tertiary students are fully informed by, and receive relevant advice from, their signatories on services to support their educational outcomes.

**62. Process**

Each signatory must have practices for –

- (a) ensuring that information and advice provided by the signatory to international tertiary students is accurate, age-appropriate, and up to date; and
- (b) providing its international tertiary students with information about their legal rights and obligations and, where possible, the possible risks when students receive or accept advice or services; and
- (c) providing its international tertiary students 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 tertiary students are provided with information on pathways for further study and employment, where applicable; and
- (e) ensuring that, where applicable, its international tertiary students 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

**63. Outcome 20: Orientation**

Signatories ensure that international tertiary students participate in well-designed and age-appropriate orientation programmes that provide the information and advice necessary for them at the outset of their educational instruction, and as appropriate during the period of study.

**64. Process**

- (1) Each signatory must have practices that ensure its orientation programme is providing –
  - (a) each international tertiary student with full information and advice on all relevant institutional policies; and
  - (b) each international tertiary student with full information and advice on the services, support, and facilities that the signatory offers; and
  - (c) the names and contact details of designated staff members responsible for international tertiary student support; and
  - (d) appropriate information relating to health and safety of international tertiary students (including any disabling conditions a student may have); and
  - (e) information about grievance procedures for international tertiary students, both internal and external; and
  - (f) information about the termination of enrolment; and
  - (g) information about the international tertiary student's rights and entitlements, including any entitlement to a fee refund, if the student voluntarily withdraws from the educational instruction.
- (2) For an international tertiary student under 18 years, a signatory must ensure, where applicable, that any parent, legal guardian, or residential caregiver of the student who is in New Zealand and accompanying the student has access to the orientation information or programme that has been provided to the student.

*Appropriate support for the additional wellbeing and safety needs  
of international tertiary students*

**65. Outcome 21: Accommodation, safety and supervision of international tertiary students**

Signatories ensure that international tertiary students are safe and appropriately supervised in their accommodation and effectively communicate with the parents or guardians of students under 18.

**66. Process: International tertiary students under 18**

- (1) In relation to international tertiary students under 18 years, each signatory must have additional practices including –
  - (a) not enrolling an international tertiary student under 18 years who does not live with a parent or legal guardian unless –
    - (i) the student is in a properly supervised group of students whose educational instruction is not for more than 3 months; or
    - (ii) the student is in the care of the manager of tertiary student accommodation covered in Part 5 of this code; and
    - (iii) the student is in the care of a residential caregiver; and
  - (b) maintaining effective communications with the parents, legal guardians, or residential caregivers of international tertiary students concerning their wellbeing and progress in study; and
  - (c) ensuring that at least 1 staff member is designated to proactively monitor and address any concerns about international tertiary students under 18 years; and
  - (d) if the international tertiary student is in the care of a residential caregiver, –
    - (i) ensuring that a plan is in place for the transfer of care of the student from the residential caregiver to the student’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) ensuring that the parent or legal guardian is notified of each transfer plan.

**67. Process: International tertiary students under 10 years**

- (1) Each signatory must ensure that its international tertiary students under 10 years live with a parent or legal guardian.
- (2) The requirements in clauses 65 and 66 apply, in addition to this clause, to international tertiary students who are under 10 years.

**68. Process: Decisions requiring written agreement of parent or guardian**

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

**69. Process: Accommodation for international tertiary students under 18**

- (1) In relation to an international tertiary student under 18 years who is in the care of a residential caregiver while living in accommodation that is **not subject to Part 5** of this code, the signatory must –
  - (a) ensure that the student’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 70 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 student; 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 student; and
  - (e) maintain effective communication with the student and the student’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 students to appropriate accommodation; and
  - (f) conduct sufficient student interviews and home visits to monitor and review the quality of residential care, taking into consideration the age of the student, the length of the stay, and other relevant factors; and
  - (g) if the student’s residential caregiver is a designated caregiver ensure that the parent or legal guardian of the student 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 student’s day-to-day care when the student is in the custody of the designated caregiver; and
  - (h) if the student’s residential caregiver is a supervisor described in subclause 70(2)(a), ensure that the parent or legal guardian of the student has provided written agreement that the signatory is not responsible for the student’s day-to-day care when the student is in the custody of that supervisor; and
  - (i) ensure that there is appropriate separation of international tertiary students from others of different ages in the accommodation; and
  - (j) ensure that the student is appropriately supervised in the accommodation.
- (2) For the purposes of subclause 69(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) To avoid doubt, if the residential caregiver is a supervisor described in clause 70(2) or a designated caregiver, the signatory must meet the requirements of this clause and ensure the safety, health, and wellbeing of the international tertiary student.

**70. Process: Safety checks and appropriate checks**

- (1) The safety check for the residential caregiver referred to in clause 69(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; and
    - B. the licensing authority that is relevant to the residential caregiver’s business or professional activities; and
    - 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 subparagraphs (i) to (iv), to determine whether the residential caregiver poses a risk to the safety of the international tertiary student; 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 tertiary student for the purpose of supervising them during the student’s educational instruction.
- (3) An appropriate check referred to in clause 69(1)(c) is **up to date** if it is completed within 3 years after the date of the latest check.

#### **71. Process: Accommodation for international tertiary students 18 or over**

- (1) In relation to an international tertiary student 18 years or over who lives in accommodation provided or arranged by a signatory and **not subject to Part 5**, the signatory must –
- (a) ensure that the student’s accommodation is safe, is in acceptable condition, and meets all regulatory and legislative requirements; and
  - (b) maintain effective communication with the student when accommodation issues arise, and must take responsibility for addressing those issues, including reporting them to relevant authorities.
- (2) In relation to an international tertiary student 18 years or over who arranges accommodation for themselves, the signatory must ensure that the student is directed to relevant advice and information that will enable the student to understand their rights and obligations as a tenant in New Zealand.
- (3) In this clause, **accommodation issues** includes issues of health and wellbeing arising from a student’s accommodation or connected with it.

## **Part 7 – Wellbeing and safety practices for schools enrolling international students**

### *Becoming a signatory*

#### **72. Schools can submit applications to the code administrator to become signatories**

In order to enrol international students, schools must have applications to become a code signatory approved by the code administrator.

#### **73. Criteria for becoming signatory**

The criteria for an applicant to become a signatory to this code are the following –

- (a) the applicant is a provider; and
- (b) the applicant provides, or is intending to provide, educational instruction; and
- (c) the applicant has acceptable financial management practices and performance; and
- (d) the applicant has policies and procedures in place that will enable it to achieve the outcomes sought and processes required by this code; and
- (e) the code administrator does not otherwise consider the applicant to be unsuitable for approval as a signatory to this code.

#### **74. Code administrator may remove signatory on request of signatory**

At the request of a signatory, the code administrator may remove the signatory as a signatory to this code.

*What signatories must do*

**75. Outcome 22: Marketing and promotion**

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

**76. Process**

Each signatory must –

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

## 77. Outcome 23: Managing and monitoring education agents

Signatories must effectively manage and monitor their education agents (that is, those agents that signatories have contracted to represent them) to ensure that those education agents –

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

## 78. 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 students 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 students; 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 suggesting 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.

#### **79. Outcome 24: Offer, enrolment, contracts, and insurance**

Signatories must –

- (a) support international school students (or the parents or legal guardians of international school students under 18 years) to make well-informed enrolment decisions that are appropriate to the educational outcomes sought; and
- (b) ensure that international school students (or the parents or legal guardians of international school students 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 students 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 students (or the parents or legal guardians of international school students under 18 years).

#### **80. Process: 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 students' expectations, English language proficiency, and academic capability.

#### **81. Process: Information to be provided before entering contract**

- (1) Each signatory must ensure international school students receive, as a minimum, information about the following before entering into a contract with the student –
  - (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 students; 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 99 and 100; 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 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 student is informed of the student's rights and obligations in relation to receiving educational instruction from the signatory, including the rights under this code.

## 82. Process: Contract of enrolment

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

## 83. Process: Disciplinary action

Any disciplinary action process that is taken by a signatory must 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).

## 84. Process: Insurance

- (1) Each signatory must ensure that, as far as practicable, each international school student who is enrolled with the signatory for educational instruction of 2 weeks’ duration or longer has appropriate insurance covering –
  - (a) the school student’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 student 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 student, 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 student’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 student's travel to other countries unless that travel is primarily for the purpose of embarking on connecting flights to and from New Zealand.

**85. Process: Decisions requiring written agreement of parent or guardian**

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

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**86. Outcome 25: 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 students are entitled under the Immigration Act 2009 to undertake the educational instruction for which they enrol.

**87. Process**

Each signatory must –

- (a) ensure that each international school student 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 students; and
- (c) notify Immigration New Zealand of terminations of enrolment.

## 88. Outcome 26: Orientation

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

## 89. Process

- (1) Each signatory must ensure its orientation programme –
  - (a) provides each international school student with full information and advice on all relevant institutional policies; and
  - (b) provides each international school student 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 student support; and
  - (d) provides appropriate information relating to health and safety of international school students; and
  - (e) provides information about grievance procedures for international school students, both internal and external; and
  - (f) provides information about the termination of enrolment; and
  - (g) provides information about the school student's rights and entitlements, including any entitlement to a fee refund, if the student voluntarily withdraws from the educational instruction.
- (2) For an international school student under 18 years, a signatory must ensure, where applicable, that any parent, legal guardian, or residential caregiver of the student who is in New Zealand and accompanying the student has access to the orientation information or programme that has been provided to the student.

## **90. Outcome 27: Safety and wellbeing**

Signatories must –

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

## **91. Process: General**

Each signatory must –

- (a) respond fairly and effectively to instances of inappropriate behaviour by, or impacting on, an international school student; and
- (b) develop and maintain policies for managing inappropriate behaviour that are communicated to staff and students and effectively implemented; and
- (c) advise international school students 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 student and their next of kin; and
- (e) ensure that at all times (24 hours a day, 7 days a week) there is at least 1 staff member available to be contacted by an international school student in an emergency.

## **92. Process: International school students under 18 years**

- (1) In relation to international school students under 18 years, each signatory must –
  - (a) not enrol an international school student 10 years or older but under 18 years who does not live with a parent or legal guardian unless –
    - (i) the school student is in a properly supervised group of students whose educational instruction is not for more than 3 months; or
    - (ii) the school student is in the care of a residential caregiver; and
  - (b) have up-to-date contact details for the students' parents, legal guardians, and residential caregivers; and
  - (c) maintain effective communications with the parents, legal guardians, or residential caregivers of students concerning their wellbeing and progress in study; and
  - (d) ensure that at least 1 staff member is designated to proactively monitor and address any concerns about international school students under 18 years; and
  - (e) if the school student is in the care of a residential caregiver, –
    - (i) ensure that a plan is in place for the transfer of care of the student from the residential caregiver to the student'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 91 apply, in addition to this clause, to international school students who are 10 years or older but under 18 years.

**93. Process: International school students under 10 years**

- (1) Each signatory must ensure that its international school students under 10 years live with a parent or legal guardian, unless they are accommodated in a school hostel.
- (2) The requirements in clauses 91 and 92 apply, in addition to this clause, to international school students who are under 10 years.

**94. Process: International school students 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 students at risk or with additional learning needs; and
  - (b) the parent or legal guardian of a school 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
  - (c) 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 the department responsible for administering the Oranga Tamariki Act 1989, and to the code administrator.
- (2) A student is at risk if the signatory has reasonable grounds to believe that there is a serious issue relating to the student’s health, safety, or wellbeing, including, for example, –
  - (a) the student is unable to adequately protect themselves against significant harm or exploitation; and
  - (b) the student is unable to adequately safeguard their personal welfare.
- (3) A student with additional learning needs includes a student who –
  - (a) is a disabled learner; or
  - (b) experiences 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 student to access the curriculum, participate, learn, and achieve.
- (4) This clause applies in addition to the requirements set out in clauses 92, 93 and 94.

**95. Process: Accommodation**

- (1) In relation to an international school student under 18 years who is in the care of a residential caregiver, the signatory must –

- (a) ensure that the student'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 96(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 student; 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 student; and
  - (e) maintain effective communication with the student and the student'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 students to appropriate accommodation; and
  - (f) conduct sufficient student interviews and home visits to monitor and review the quality of residential care, taking into consideration the age of the student, the length of the stay, and other relevant factors; and
  - (g) if the student's residential caregiver is a designated caregiver ensure that the parent or legal guardian of the student 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 student's day-to-day care when the student is in the custody of the designated caregiver; and
  - (h) if the student's residential caregiver is a supervisor described in clause 96(2), ensure that the parent or legal guardian of the student has provided written agreement that the signatory is not responsible for the student's day-to-day care when the student is in the custody of that supervisor; and
  - (i) ensure that there is appropriate separation of international students from others of different ages in the accommodation; and
  - (j) ensure that the student is appropriately supervised in the accommodation.
- (2) For the purposes of subclause 95(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 student 18 years or over who lives in accommodation provided or arranged by a signatory, the signatory must –
- (a) ensure that the student's accommodation is safe, is in acceptable condition, and meets all regulatory and legislative requirements; and
  - (b) maintain effective communication with the student 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 student 18 years or over who arranges accommodation for themselves, the signatory must ensure that the student is directed to relevant advice and information that will enable the student 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 96(2) or a designated caregiver, the signatory must meet the requirements of this clause and ensure the safety, health, and wellbeing of the student.
- (6) In this clause, **accommodation issues** include issues of health and wellbeing arising from a student's accommodation or connected with it.

#### 96. Process: Safety checks and appropriate checks

- (1) The safety check for the residential caregiver referred to in clause 95(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 subparagraphs (i) to (iv), to determine whether the residential caregiver poses a risk to the safety of the student; 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 7(1); and
  - (b) is not a resident of New Zealand; and
  - (c) is travelling with, and accompanying, the international school student for the purpose of supervising them during the student's educational instruction.
- (3) An appropriate check referred to in clause 95(1)(c) is **up to date** if it is completed within 3 years after the date of the latest check.

**97. Outcome 28: Student support, advice and services**

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

**98. Process**

Each signatory must have practices for –

- (a) ensuring that information and advice provided by the signatory to international school students is accurate, age-appropriate, and up to date; and
- (b) providing its international students with information about their legal rights and obligations and, where possible, the possible risks when students receive or accept advice or services; and
- (c) providing its international school students 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 students 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 students 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 about migrant exploitation and how to report misconduct by employers.

## 99. Outcome 29: Managing withdrawal and closure

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

### 100. 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 students (or the parents or legal guardians of international students 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 student to obtain a study visa; and
  - (b) voluntary withdrawal by a student; and
  - (c) the signatory ceasing to provide a course of educational instruction as contracted with a student, 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 student (or the student's parent or legal guardian); or
  - (b) if directed by the student or the code administrator or the agency responsible for fee protection mechanisms, transfer the amount to another signatory as agreed with the student (or the student's parent or legal guardian).

**101. Outcome 30: Dealing with grievances**

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

**102. Process**

- (1) Each signatory must ensure that –
  - (a) it has an effective internal process for addressing complaints by its international students; and
  - (b) its international students are informed about that process.
- (2) Each signatory must advise its international students –
  - (a) of the availability of recourse to the code administrator or dispute resolution scheme or any other relevant authority if a student 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 dispute resolution scheme.

**103. Outcome 31: Compliance with international student contract dispute resolution scheme**

Signatories must comply with the dispute resolution scheme rules.

**104. Process**

- (1) Each signatory must ensure that it is familiar with the 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 dispute resolution scheme rules is a breach of this code and may trigger sanctions by the code administrator.

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## Part 8 – Code Administrator

### 105. Reporting and publishing obligations

- (1) The code administrator must include in its annual report a report on its activities in administering this code.
- (2) If the code administrator, in the course of investigation, finds any systemic issue related to education quality or a serious breach of this code, the code administrator must report that issue or breach to education quality assurance agencies and any relevant government agency.
- (3) The code administrator may, for the limited purposes set out in subclause (4), disseminate or otherwise publish a summary of the investigation and outcome of a breach of this code, subject to appropriate safeguards and redactions for protection of privacy.
- (4) The purposes referred to in subclause (3) are –
  - (a) keeping providers, students, and other educational interest groups informed; and
  - (b) demonstrating the process of investigation and decision-making under this code.
- (5) The code administrator must take reasonable steps to publicise this code to providers and to students, including publishing guidelines for providers.

### 106. Reporting breach of code

- (1) The code administrator –
  - (a) can receive complaints that the code has been breached from any person; and
  - (b) must decide whether the complaint or referral appears to involve a code outcome or process not being met, warranting further action.
- (2) The code administrator –
  - (a) must publish its processes for receiving and dealing with a complaint or referral; and
  - (b) may prescribe forms for use in making a complaint or referral.

### 107. Responding to a complaint

- (1) If the code administrator decides that further investigation is warranted, it must –
  - (a) make a record of, and investigate the alleged outcome(s) and/or process(es) not being met; and
  - (b) notify the person who made the complaint or referral of the decision to investigate.
- (2) If the code administrator decides that further investigation is not warranted, it must consider the following options and act accordingly within a reasonable timeframe –
  - (a) refer the complaint or referral to another agency; and
  - (b) deal with the complaint or referral informally; and
  - (c) terminate the complaint or referral.
- (3) In investigating a complaint or referral, the code administrator may assist the person making the complaint or referral (or refer that person to assistance) if assistance is

necessary for facilitating the investigation (for example, assistance to overcome a barrier, or support for their wellbeing and safety during the complaints process).

**108. Monitoring compliance with code**

- (1) In relation to tertiary education providers, the code administrator must monitor—
  - (a) each tertiary education provider’s documented self-review of its performance against the required outcomes and processes set out in this code through the standard quality assurance processes, including peer-to-peer reviews; and
  - (b) each tertiary education provider’s performance against the required outcomes and processes of the code through standard quality assurance processes. Tertiary education providers must provide any other information that the code administrator considers appropriate for monitoring purposes.
- (2) In relation to school signatories, the code administrator must monitor –
  - (a) each school signatory’s documented self-review of its performance against the required outcomes and processes set out in this code through the standard quality assurance processes; and
  - (b) each school signatory’s performance against the required outcomes and processes of the code through standard quality assurance processes. School signatories must provide any other information that the code administrator considers appropriate for monitoring purposes.
- (3) The code administrator may investigate the performance of a tertiary education provider or school signatory if it is concerned that the tertiary education provider or school signatory does not comply, or is at risk of not complying, with this code.
- (4) An investigation –
  - (a) may be undertaken either on the code administrator’s own initiative or as a result of information provided to it, including a complaint or report of a code outcome or process not being met; and
  - (b) may include (but is not limited to) the following steps by the code administrator, subject to the consent of the tertiary education provider or school signatory to each of these steps –
    - (i) making a site visit; and
    - (ii) inspecting and obtaining relevant documents held by the tertiary education provider or school signatory; and
    - (iii) interviewing staff and students as appropriate.
- (5) A tertiary education provider or school signatory must comply with reasonable requests by the code administrator in the course of an investigation for access to documents, staff, and students in a timely manner.
- (6) The code administrator must, –
  - (a) consult and share appropriate information with education quality assurance agencies and relevant government agencies for the purpose of agreeing interventions for the improvement of the code or compliance with it; and
  - (b) receive and consider information provided by education quality assurance agencies and relevant government agencies for the same purpose.

**109. Sanctions for breach of code**

The code administrator may impose a sanction for breach of this code in accordance with Section 535 of the Act.

**110. Working with the dispute resolution scheme operator(s)**

The code administrator must work in collaboration with the dispute resolution scheme operator –

- (a) when a dispute resolution scheme identifies a problem with a tertiary provider or school signatory; and
- (b) when obtaining information from the dispute resolution scheme to consider the action needed by a tertiary provider or school signatory to support the wellbeing and safety of the learner.

**111. Requirements for entry to inspect student accommodation**

- (1) The following provisions apply to a code administrator's powers of entry into student accommodation in addition to section 633 of the Act.
- (2) The code administrator needs to provide evidence of identity at arrival and when requested at any later time. They should also provide evidence of authorisation, including reference to –
  - (a) the full name of the person or people who are authorised
  - (b) a statement of the powers conferred on that person
  - (c) section 633 of the Education and Training Act 2020
  - (d) the Interim Code
  - (e) the scope of the visit, for example monitoring performance or investigating a complaint.
- (3) If any documents are removed from premises, the person who removes them must –
  - (a) leave at the premises a list of the documents removed; and
  - (b) return the documents, or a copy of them, to the premises as soon as practicable, unless to do so would prejudice any investigation being or to be carried out by the code administrator.