

Outcome 3: Offers, enrolment, contracts and insurance

03

 [Link to outcome 3 in the Code](#)

Signatories must:

- (a) support international students (or the parents or legal guardians of international students under 18 years) to make well-informed enrolment decisions that are appropriate to the educational outcomes sought; and
- (b) ensure that international students (or the parents or legal guardians of international 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
 - (ba) ensure that each contract of enrolment is fair and reasonable; and
 - (bb) ensure that any disciplinary action is taken in accordance with the principles of natural justice; and
 - (bc) ensure that international students have the appropriate insurance coverage, including insurance covering travel costs, medical care, and costs associated with repatriation, expatriation, and funeral expenses; and
- (c) ensure that proper documentation is kept and, where appropriate, provided to international students (or the parents or legal guardians of international students under 18 years).

Navigating these guidelines

Under 18 year old and/or under 10 year old students

Headings specific to under 18 year old and/or under 10 year old students are highlighted in blue.

Icons are used throughout the document to help signatories locate information:

-  'Star icon' signals suggestions for good practice
-  'Arrow icon' draws attention to website resources.

The intent of this outcome is to ensure you have good systems and documentation set up to manage the offer, enrolment, contract, and insurance for each new international student, and that international students and their families are clear on their likely educational outcomes and their rights and responsibilities as an international student at your organisation prior to entering the enrolment contract.

2019 amendments to outcome 3

Insurance requirements are included in the title and statement of outcome 3 to emphasise their importance to this outcome area and international student well-being (⇒ see *clause 15 (a-c)*).

Minor amendments to insurance process requirements clarify that “the student’s travel to and from New Zealand” needs to be included in appropriate insurance cover, as far as practicable, even if that travel occurs outside of the enrolment period (⇒ see *clause 16D (2-3)*).

In terms of enrolment contracts and processes, international students must have the same protections as domestic students (⇒ see *clause 16B(1)(c-e) and (2)*).

Enrolment contracts and processes must (⇒ see *clause 16B(1)(e-c) and (2)*):

- include the conditions for contract termination
- include the circumstances under which the student’s conduct may be in breach of the enrolment contract
- include disciplinary procedures
- be fair and reasonable.

Any disciplinary action taken must be in accordance with the principles of natural justice (⇒ see *clause 16C*).

A definition of “contract of enrolment” for state schools has been added to the Code as a result of the Education (Tertiary Education and Other Matters) Amendment Act 2018. A definition of “contract of enrolment” for other types of signatories has also been added so that it is consistent with the definition for state schools (⇒ see *clause 7 (1)*).

16. Process: offer of educational instruction

16

Ensuring the educational instruction offered accords with the Act, and is appropriate for student's expectations, English language proficiency, and academic capability

This process links with outcomes 1 and 2 and related processes to ensure that the expectations of international students, and where relevant their parents/legal guardians, are well managed and lead to a successful student placement and student experience.

The programme offered needs to be at a level that means the student has a realistic chance of successful completion. Assess the academic capabilities and English language proficiency of all students, and their career intentions, and determine if future intentions match the educational opportunities you offer. This includes assessing the proficiencies of students who have changed from one signatory to another.

You will need to ensure that any specific English language testing requirements set out in other legislation are applied. For example, that the *English language requirements for certain international students in the New Zealand Qualification Framework Programme Approval and Accreditation Rules 2018* are applied.



Ways to assess suitability for the programme offered:

- interviews with students (these could take place offshore or via Skype or another form of communication)
- questions on the enrolment/application form
- through the admissions process (i.e. letters stating how the programme of study will contribute to the career intentions of the prospective student)
- testing and assessment in skill requirements for individual subject areas
- assessment of English language ability
- the student's academic record and attendance (and achievement) at previous schools and/or organisations in New Zealand should be examined and taken into account before the offer is made.



Ways to test for English language proficiency:

- request an academic transcript or school reports in English. This should be a notified or verified copy
- request results of accredited English examinations (including IELTS and TOEFL)
- assess English competency using an English test administered by another signatory
- administer your own recognised language assessment
- request references.

As part of good practice, consider advising students in writing:

- if they will be required to undertake tests prior to or on their arrival in New Zealand
- of the standard that must be achieved through testing at home or in New Zealand
- if programme placement, or programme placement at a particular level, is dependent on that testing
- the repercussions for students if they do not reach the required standard.

I6A Process: information to be provided before entering contract

Signatories must provide, as a minimum, the information specified in clause 16A (1a-i).

I6A(1a)

Recent results of evaluations by education quality assurance agencies

This can be made available through links on your website or in promotional and/or enrolment material and by extracting information from the relevant quality assurance report.

I6A(1b)

Compliance notices

Information about compliance notices and conditions imposed under the Education Act 1989 and the Code are publicly available on the statutory actions page on NZQA's website. NZQA may require a signatory to directly disclose this information to prospective international students.

I6A(1c)

Education provided and its outcome

Provide relevant information about the qualification or programme the international student intends to enrol in, including opportunities to progress to further study or work.

Consider if information about the New Zealand education system and the New Zealand Qualifications Framework would be useful.



This information is available from the [Ministry of Education](#), [NZQA](#), and [Education New Zealand](#) websites.

I6A(1d)

Refund conditions

The conditions under which refunds will be made must be clearly presented in the information that you provide to international students, their families or legal guardians.

This information can be included in the international student offer/enrolment/contract, student handbook, on your website and other documentation provided as part of the enrolment process.

→ For more detailed information on refund policies, please refer to outcome 8.

I6A(Ie)**Staffing, facilities and equipment**

Decide which information is relevant to the programme an international student is intending to enrol in and present an accurate impression of what it is like to study at your organisation.

**Information about staff, facilities and equipment can be provided through:**

- online links to your prospectus, brochures and website images
- photos and contact details of staff relevant to international students
- a virtual tour of your campus
- a Skype conversation between international staff and new students, their parents or legal guardians, including where appropriate in the student's first language.

I6A(If)**Available services and supports**

International students require significant support during their study.

Consider when to advise international students about available services provided by your organisation or the community. For example, this could be in the information before they enrol, in their enrolment contract, during orientation, and/or during the period of their study.

**Some ideas to consider:**

- be clear which services are free-of-charge, only covered by insurance, or not covered by insurance so may incur additional costs
- it may be necessary to provide an explanation of what happens in some services, for example counselling services, if this is not commonly used in their home country. It may be appropriate to advise international students that there is no shame in accessing any of the available services and that doing so will not have any negative impact on their academic results
- some services, such as counselling, are confidential except for in certain circumstances (see bullet point below). Parents and legal guardians should be clear that this information may not be shared with them
- both international students and parents should be aware that certain information disclosed in a health or counselling appointment (such as the intent to harm oneself or others) will result in information being shared with appropriate third parties so that necessary steps can be taken to protect the international student and any other affected parties
- explain how to access these services, i.e. by making an appointment.

**Additional support and services could include:**

- advice on cross-cultural adjustment and settling into life and study in New Zealand
- learning support or additional private tutoring
- health and counselling services
- disability support.

I6A(Ig)

Insurance and visa requirements

→ Refer to Code 16D for insurance requirements and outcome 4 for visa requirements.

You can advise international students about these requirements in the enrolment contract.

If an international student provides their own insurance in a language other than English from their home country and they are unable to provide a copy in English, you can ask the student (or where appropriate, their parents or legal guardians) to declare in writing that the policy covers the requirements set out in the Code. You need to have confidence that parents or legal guardians understand Code requirements.

If you do not believe that an international student's insurance policy covers the requirements outlined in process 16D of the Code, you must ensure they purchase an insurance policy that does, before enrolling them.

For more information about insurance, refer to **Code Toolbox, outcome 3**, under 'International Student Insurance' on NZQA's website.

I6A(Ih)

This Code and the DRS rules

Inform students in promotional and enrolment material that, as a signatory, your organisation has agreed to observe and be bound by the Education (Pastoral Care of International Students) Code of Practice 2016 (the Code) and the International Student Contract Dispute Resolution Scheme Rules 2016 (the DRS Rules).

Provide links to the NZQA website where copies of **the Code** can be downloaded and printed.

Direct your international students to the **iStudent Complaints** website for information about the Disputes Resolution Scheme.

NZQA also provides **information for international students on grievance procedures** under the Code and the DRS Rules. This link can be shared, or the information can be downloaded and given directly to international students, and their parents or legal guardians if under 18.

16A(1i)**Full costs related to an offer of educational instruction**

Establish your own policy, procedures, and documentation for communicating costs related to an offer of educational instruction to parents or legal guardians prior to enrolment, to ensure that full costs are disclosed.

Be clear about the types of costs that are likely to be included and which are not, so that there are no hidden costs. For example: indicate incidental expenses and their estimated costs.

Signal prior to enrolment any additional fees for optional tuition or activities (i.e. music lessons, school camps, etc.), so that students and parents or legal guardians if under 18 are aware at the outset.

Itemised invoices are an effective way to communicate full costs.

16A(2)**Rights and obligations information**

Consider the rights and obligations of your international students and develop information about these.

The Code outlines some rights and obligations for international students. Elements of this information must be included in the enrolment contract itself (→ see *clause 16B*). There may be additional rights and responsibilities you wish to make students aware of.

Consider when in the marketing, recruitment and enrolment process you will provide the information.

Consider how to clearly communicate these rights and obligations to your international students, and their parents or legal guardians if under 18, keeping in mind that English may not be their first language and that you are communicating across cultures.

→ *For more information, see the guidelines for clause 16B, 16C and 16D below.*

**Information provided could include:**

- international students' rights in relation to receiving educational instruction from your organisation. For example, the right to instruction from a suitably qualified tutor/teacher/instructor
- their rights under this Code
- information and advice about relevant organisational policies
- your international students' obligations in relation to receiving educational instruction from your organisation. For example, your code of conduct or behaviour management plan.

I6B Process: contract of enrolment

The contract of enrolment between your organisation and each international student or their parent or legal guardian if under 18 must include the following information:

I6B(1a)

Beginning and end dates of enrolment

Beginning and end dates of enrolment clarify the enrolment period, which is also the period for which the signatory has pastoral care responsibility for the student under the Code. There are some exceptions to this relating to insurance obligations (→ See clause 16D (2-3) and *Code Toolbox, outcome 3 for more information*).

I6B(1b)

Conditions for terminating the contract of enrolment

Make sure international students (and parents or legal guardians if the student is under 18) understand the conditions for terminating enrolment. Explain your code of conduct or behavioural management plan and possible consequences of breaches clearly to your international student, and where required, their parents or legal guardians.

I6B(1c)

Potential breach of the contract of enrolment

Think about the types of behaviour you consider a breach, including when the student is not under the immediate supervision of the signatory. For example, behaviour outside of classroom hours where an international student may have broken the law.

Consider how and where your international student (and their parents or legal guardian if the student is under 18) can find this information. For example, your organisation's Code of Conduct.

I6B(1d)**Disciplinary action**

Make sure your international students (and parents or legal guardians if the student is under 18) are aware of what the process will be when there is a breach of the contract of enrolment.

Your policies and procedures need to clearly explain what sort of disciplinary action you may take and in what circumstances, so that your international student (and their parents or legal guardians if the student is under 18) is fully aware of any consequences.

This information must be made available to the international student and where required, their parents/legal guardians, and should be comparable with the policies and procedures you have in place for domestic students, as far as practicable.

**Consider the following, for example:**

- what is the disciplinary process and consequence for an international student caught doing something against the law, i.e. stealing?
- how does the student's individual needs, age and cultural background affect application of the standard procedures?
- will they have an opportunity to improve their behaviour through a behaviour management plan or for a probation period?
- is the severity of the action sufficient for your organisation to take a stronger approach? (i.e. move towards suspension and/or expulsion and contract termination)
- how will you document disciplinary action procedures for each individual case. This includes meeting times/dates, meeting notes, formal communications, emails and any other relevant information.

Schools can use the template provided by the Ministry of Education which includes procedures for disciplinary action, derived from the existing procedures for domestic students in schools. Refer to the Ministry of Education's [Good Practice Part I Legal Options and Duties](#) and [Good Practice for behaviour Part II Guidelines](#).

Tertiary education organisations might consider adapting this information to suit their own context.

I6B (2)**Ensure that the enrolment contract is fair and reasonable**

A fair and reasonable contract of enrolment considers what is fair and reasonable to both parties. It has all necessary details upfront so there are no surprises. It allows for a considered common-sense and case-by-case approach to be taken to its interpretation and application.

I6C Process: disciplinary action

I6C

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).



For examples of natural justice, refer to the State Services Commission's '[principles for natural justice](#)' or the Ministry of Education's '[Good Practice Part I Legal Options and Duties](#)'.

I6D Process: insurance

I6D

Insurance

The Code requires you to ensure "as far as practicable" that international students, including students travelling in a group, have "appropriate insurance" while enrolled with you for educational instruction of two weeks' duration or longer. Clause 16D sets out the minimum requirements of this insurance.

During the period of enrolment (as defined in the international student contract) this obligation remains the same for all signatories, regardless of the type of visa held by the international student.

For international students studying with you for less than two weeks' duration, there is no obligation on you as signatory to ensure any insurance coverage.



Recommendations for "ensuring as far as practicable":

The Code does not specify processes that you must follow to comply with clause 16D. Each signatory needs to confirm its own processes.

NZQA's expectation is that "ensuring as far as practicable" will include processes for:

- checking that a student has cover for the minimum clause 16D requirements
- clearly asking a student (or their parents or legal guardians if the student is under 18) whether they have any pre-existing conditions (to make sure that the insurance offered is "appropriate". This question may also be asked by the insurance company)
- if a pre-existing condition is disclosed by a student/parent, considering whether an additional premium can and should be paid to have the pre-existing condition covered and if so, determining whether the student (or parents/legal guardians if the student is under 18) should be required to pay this premium as part of their insurance (making sure the insurance is "appropriate" to the student's needs)
- advising all students (or parents/legal guardians of students under 18) of the limitations of their insurance policy (there are some things insurance policies do not cover, regardless of whether there is a pre-existing condition)
- making all students (or parents/legal guardians of students under 18) aware that they will be responsible for any costs not covered by insurance.

16D (continued)**Insurance**

It is at your discretion to enrol an international student who has an exclusion on their medical insurance for a pre-existing condition.

However, if you choose to enrol an international student who has an exclusion on their medical insurance for a pre-existing condition, you must:

- ensure that the student's programme is appropriate for the student (→ see clause 16)
- have obtained written agreement from the parent or legal guardian of a student about any decisions made that affect an international student under 18 years (→ see clause 16E)
- still meet the standard requirements of the Code as for any international student, including taking "all reasonable steps" to protect the student's safety and wellbeing (→ see clause 5 (a)).

In this instance, NZQA's expectation is that "reasonable steps" will include:

- assessing any risk to be confident that there are appropriate measures in place to ensure that the student will be well-supported in their study, have access to any additional support required as per clause 25 ("international students at risk or with special needs"), and that the condition will not unduly impede the student's study
- making it clear to the student (and their parents or legal guardians if they are under 18) that they must cover any costs arising from the excluded condition.

Such assessment by a signatory should form part of the offer of place process and should be clearly communicated to students.

If student travel to, from, or within New Zealand occurs outside the enrolment period (as defined in the student contract), signatories must ensure "as far as practicable" that the travel is covered by Code appropriate insurance.

The intent of this clause is to ensure that international students have Code-appropriate insurance coverage from the day they leave their home country to the day they depart New Zealand to return home. This is to effectively manage risk to the safety and wellbeing of an international student embarking on study in New Zealand.

This intent is reflected in Immigration New Zealand's requirements for student visa holders (for further information on student visa obligations, see [Code Toolbox, outcome 3](#)).

For international students studying with you for two weeks or longer, who are student visa holders (or holders of other visa types whose primary reason for visiting New Zealand is study), it is expected that it will be "practicable", in most instances, for you to ensure that these students have Code-appropriate insurance for travel to, from, and within New Zealand, even if the travel occurs outside the enrolment period.

In an instance where it is not "practicable", you should document the steps you have taken to ensure "appropriate insurance" and at which point it was no longer practicable to do so and why.

For non-student visa holders, i.e. students who are holders of visitor, work, working holiday or other types of visas, and for whom study is not the primary purpose of visiting New Zealand, it is unlikely to be "practicable", in most instances, for you to ensure appropriate insurance for travel to, from, and within New Zealand outside of the enrolment period. Again, this aligns with INZ's requirements for holders of these visa types (see above).

I6E**Decisions requiring written agreement of parent or legal guardian**

Written agreement from the parent or legal guardian of an international student under the age of 18 is required, where appropriate, for any decisions affecting the student. There are occasions when the permission of the parent or legal guardian cannot be obtained. In these instances, you should make clear to parents or legal guardians how you plan to inform them.

Examples where written agreement is required include:

- permission to go on school camps
- in an unexpected event, for example to re-locate the student or take them to hospital to seek urgent medical care
- changes to accommodation.