



## Overseas Student Policy



### Rationale:

To provide extra funds and add some cultural diversity to the college.

### Procedures:

1. The college will endeavour to have up to 5 overseas students.
2. The overseas students will comply with the overseas student procedures.

Approved: 2010

Next Review: 2013

Moved: R.Stolwerk

Seconded: G.Andrews

Date: Dec 2010



## Fees Protection Policy



### **Fees Protection Policy – International Students**

#### **Purpose:**

To show in the Board's financial policy, a statement outlining how the Board will deal with the income from international student fees so that there are good fiscal control mechanisms in place.

#### **Methods:**

- These fees are separately coded and audited
- These fees are not spent in advance on the premise that future students will attend the College
- That the Board will always have sufficient reserves to be able to return to the students their fees in the event of a student refund being required or because the College is unable to provide or continue a course or programme.
- That all students attending the College have insurance. The insurance would include health and travel but also a fee protection policy

#### **Conclusion:**

The Board of Trustees fee protection guarantee will ensure that there are sound fiscal control mechanisms in place to protect students' investments.

Reviewed: 2002

Approved: 2010

Next review: 2013

Moved: Chris Donald

Seconded: Louise Wickham

Date: December 2010



## Overseas Students



### Code of Practise for the Pastoral Care of International Students

Bream Bay College has agreed to observe and be bound by the Code of Practice for the Pastoral care of International Students published by the Ministry of Education. Copies of the Code are available on request from the College or from the New Zealand Ministry of Education website at <http://www.minedu.govt.nz>

### Health and Travel Insurance

Most overseas students are not entitled to publicly funded health services while in New Zealand unless they are:

- A resident or citizen of Australia; or
- A national of the United Kingdom in New Zealand; or
- The holder of a temporary residence permit that is valid for two years or more.

If you do not belong to one of these special categories and you receive medical treatment during your visit, you will be liable for the full costs of that treatment. We strongly recommend that you have insurance that will cover the cost of medical treatment in New Zealand for the duration of your stay in New Zealand. We also strongly recommend that you obtain insurance to cover your travel to and from New Zealand.

### Immigration

Full details of visa and permit requirements, advice on rights to employment in New Zealand while studying, and reporting requirements are available through the New Zealand Immigration Service, and can be viewed on their website at <http://www.immigration.govt.nz>

### Exchange Programmes

Bream Bay College has hosted many exchange students from a range of exchange organisations such as AFS, EU, and Rotary. Exchanges vary from 6 weeks, to the full year. Most students are recruited by exchange organisations, who also arrange homestays.

Bream Bay College also has a sister school exchange programme with Higashi Senior High School in Japan. Higashi students stay for 3 months and then return to Japan with the Bream Bay College student that hosted them.

### Fee Paying Students

Bream Bay College hosts a number of fee paying students. Most of these students stay for the full academic year, but shorter term stays can be arranged. The Deputy Principal, Mr Bayer oversees the Overseas Student Programme. ESOL lessons are available for students with language difficulties.

### Fee

The school fee for an academic year is set yearly by the Principal (\$12,650 incl GST) paid in advance. This fee does not cover uniform, fieldtrips, books and stationery, or expenses incurred in activities beyond the normal Bream Bay College academic programme

### Homestay

Bream Bay College will find suitable homestays for all fee paying students. The homestay fee is \$240 per week set yearly by the Principal, paid four weeks in advance.



**Agreement to provide Tuition Services  
BETWEEN  
Bream Bay College and the Applicant**



Name of Applicant: \_\_\_\_\_

Address of Applicant: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

1. The Applicant is the parent/guardian of: ( the 'Student')  
\_\_\_\_\_
2. The Applicant has made application for tuition of the Student in New Zealand and wishes the Student to attend Bream Bay College (the 'School').
3. The School has agreed to enrol the Student upon and subject to the terms and the conditions hereinafter set out.

**The School's Obligations**

4. The School will observe and be bound by the Ministry of Education's *Code of Practice for the Care of International Students* ('Code'). Copies of the Code are available on request from the School or from the Ministry of Education website at <http://www.minedu.govt.nz>
  - a. The School shall provide tuition in accordance with that accorded to domestic students
5. The School will only accept international students who live with their parents/legal guardians or who are with designated caregivers provided by the School or other agent.
6. The School shall use its best endeavours to ensure the safety, health and well being of the Student but shall not be liable for:
  - a. Any damage or harm caused by the student or the Student's property while attending the School
  - b. Any damage or harm caused by the student or the Student's property arising out of the Student's accommodation
  - c. Any damage or harm caused to the Student or the Student's property outside normal school hours. In case of the Student's property, shall not be responsible for any damage to such property that may occur outside the school's premises.

**The Applicant's Obligations**

7. The Applicant shall
  - a. Pay to the School the tuition fees in the manner agreed to by both parties
  - b. Agree to provide the School with academic, medical or other information relating to the well-being of the Student as may be requested from time to time
  - c. The Student will accept and abide by the School's rules and all legitimate instructions given by members of staff
  - d. The Student will attend school on all occasions when it is open unless prevented by illness or other urgent cause.

**Authorisations**

8. The parents/guardians of the Student who have signed the application for the tuition on behalf of the Student irrevocably and authorise the Principal of Bream Bay College (or such other person as may be appointed by the Board of Trustees of the School) to:

- a. Receive information from any person, authority or corporate body concerning the Student including, but not limited to, medical, educational or welfare information
- b. Provide consents in respect of any activity carried out and authorised by the School
- c. Provide consents that may be necessary to be given on the Student's behalf in the event of a medical emergency where it is not reasonably practicable to contact the Applicant
- d. If applicable, advise the Student's New Zealand guardian of all matters and information required to be provided to parents of any student and agree to appoint the guardian/caregiver as their agents in New Zealand to receive such information in substitution for the Applicant
- e. To take whatever steps are necessary to ensure the Student complies with School rules and policies as set down by the School
- f. To obtain at any time from any person or entity any information required to process and/or accept the application for tuition or to perform or complete the School's various obligations under this agreement. The Applicant authorises any such person to release to the School any personal information that person holds concerning the Student/Applicant.

### **Limitations of Liability**

9. In no event shall the School's liability exceed an amount equal to the amount of tuition fees paid by the Applicant.

### **Termination**

10. Either party may terminate this agreement with 7 (seven) days of written notice.

11. Upon termination of this agreement, refunds will be made in accordance with the School's Refund Policy

### **Miscellaneous**

12. Nothing in this agreement limits any rights of the applicant and/or the Student may have under the Consumer Guarantee Act 1993

13. It is acknowledged that the stand-down, suspension and exclusion of students provisions as set out in Part II of the Education Act 1989 shall apply to the Student in New Zealand. Any decision under these provisions to stand-down, suspend or exclude the Student shall terminate this agreement and the refunds policy will apply. The parents will have no claim for damages for any compensation if this agreement is terminated in these circumstances.

14. **Force majeure:** Neither party shall be in default or in breach of their obligations under this agreement to the extent that the performance of those obligations is prevented by an event of force majeure. Force majeure means an event beyond the reasonable control of the party seeking to rely on force majeure.

15. **Governing Law:** This agreement shall be construed and take effect in accordance with the domestic laws of New Zealand. In relation to any legal action or proceedings arising out of or in connection with this agreement the Applicant irrevocably submits to the exclusive jurisdiction of the courts including any forum constituted under the Arbitration Act 1908 within New Zealand and waive any objection to proceedings in any such court or forum constituted by the Arbitration Act 1908 within New Zealand on the grounds of venue or on the grounds that the proceedings have been brought in an inconvenient forum.

### **Entire Agreement**

16. This agreement shall consist of:

- i. The application for tuition in New Zealand
- ii. The Tuition Agreement including any Schedules annexed thereto.

17. This agreement contains the entire understanding of the parties and overrides any prior promises, representations, understandings or agreements.
18. The terms of this agreement may be changed at any time by the School in writing to the applicant and any such change in terms shall be notified to the Applicant in writing.
  - i. Notices given in writing will be given to the addresses set out in the application forms. Those sent by post shall be deemed to have been received 7 (seven) days after posting.

### **The Privacy Act**

19. The Applicant acknowledges that:
  - a. Personal information of the Applicant and/or the Student collected by the School may be held, used and disclosed to third parties to enable the School to:
    - i. Process the application for tuition
    - ii. Provide tuition for the Student
    - iii. Provide the Student and/or the Applicant with advice and information concerning products and services the School believes may be of interest to the Student and/or Applicant.
    - iv. To enable the School to communicate with the Student and/or Applicant for any purpose.
  - b. All personal information provided to the School will be held by the school at Bream Bay College, PO Box 111, Peter Snell Rd, Ruakaka. Tel (09) 432 8226 Fax (09) 432 8228.
  - c. Failure to provide any information in the application for tuition may mean the School is unable to process the application.
20. The Student/Applicant has the right under the Privacy Act 1993 to obtain access to and request corrections of any personal information held by the School concerning them.

### **Fees**

21. The Applicant acknowledges that:
  - a. Tuition fees will be paid in full before enrolment, or before enrolment is renewed. (which ever applies)
  - b. Accommodation fees will be paid in full before enrolment, or before enrolment is renewed. (which ever applies)

### **Insurance**

22. The Applicant acknowledges that:
  - a. All students are required to have travel and medical insurance for the duration of their period of enrolment at the School. Proof on insurance must be provided. The School will arrange insurance on request of the parents, designated caregivers or guardian.

SIGNATURE OF APPLICANT \_\_\_\_\_

DESIGNATION of Applicant (circle)      Parent      Designated Caregiver      Guardian

DATE \_\_\_\_\_

SIGNATURE for Bream Bay College \_\_\_\_\_

DESIGNATION \_\_\_\_\_

DATE \_\_\_\_\_

**Immigration**

For full details of visa and permit requirements, advice on rights to employment in New Zealand while studying, and reporting requirements are available through the New Zealand Immigration Service, and can be viewed on their website at <http://www.immigration.govt.nz>

**Attached**

- Refund Policy (plain English version)
- Enrolment Form



## **Procedures to Comply with the Code of Practice for the Pastoral Care of International Students**



### **Part 1:** Marketing, Recruitment, and enrolment of International Students

1. General
2. Provision of information to prospective international students
3. Prospectus and promotional material
4. Assessment of prospective international students
5. Accepting international student for enrolment
6. Staff members working overseas
7. Annual review of information
8. Immigration requirements

### **Part 2:** Contracted Agents

9. Recruitment agents
10. Accommodation agents

### **Part 3:** Contracts and Indemnity

11. Contractual and financial obligations of Bream Bay College and its agents
12. Indemnity

### **Part 4:** Welfare

13. Support Services

### **Part 5:** Students Aged Under 18

15. Welfare
16. Accommodation

### **Part 6:** Grievance Procedures

17. Internal grievance procedures

## **Part 1: Marketing, Recruitment and Enrolment of International Students**

### 1 General

- 1.1 All information provided under this Part must be either in writing or in an electronic form
- 1.2 Bream Bay College will bring the existence and content of the Code to the attention of staff through the Staff Handbook, and to international students through the Prospectus.

### **2. Provision of information to prospective international students**

- 2.1 Bream Bay College or its agent will provide the following information to prospective international students before they enter into any commitments:

- 2.1.1 Cost of tuition and all other course related costs
- 2.1.2 Application requirements and procedures
- 2.1.3 Conditions of acceptance
- 2.1.4 Refund conditions
- 2.1.5 Information on facilities, equipment and staffing
- 2.1.6 Information on the courses and qualifications offered by Bream Bay College
- 2.1.7 Information on the homestay accommodation

- 2.2 Information on accommodation must include the following:

- 2.2.1 Characteristics of homestay accommodation
- 2.2.2 Cost of homestay accommodation

### **3. Prospectus and promotional material**

- 3.1 The prospectus and promotional material produced by Bream Bay College or its agents must give a fair and accurate representation of the activities and services the College offers
- 3.2 The prospectus or promotional material must include the information to be provided to prospective international students in section 2 above.
- 3.3 The following standard wording must be included in the prospectus:

***Code of Practise for the Pastoral Care of International Students***

*Bream Bay College has agreed to observe and be bound by the Code of Practice for the Pastoral care of International Students published by the Ministry of Education. Copies of the Code are available on request from the College or from the New Zealand Ministry of Education website at <http://www.minedu.govt.nz>*

***Health and Travel Insurance***

*Most overseas students are not entitled to publicly funded health services while in New Zealand unless they are:*

- A resident or citizen of Australia; or
- A national of the United Kingdom in New Zealand; or

- *The holder of a temporary residency permit that is valid for two years or more.*  
*If you do not belong to one of these special categories and you receive medical treatment during your visit, you will be liable for the full costs of that treatment. We strongly recommend that you have insurance that will cover the cost of medical treatment in New Zealand for the duration of your stay in New Zealand. We also strongly recommend that you obtain insurance to cover your travel to and from New Zealand.*

#### **Immigration**

*Full details of visa and permit requirements, advice on rights to employment in New Zealand while studying, and reporting requirements are available through the New Zealand Immigration Service, and can be viewed on their website at <http://www.immigration.govt.nz>*

### **4. Assessment of prospective international students**

- 4.1 Bream Bay College will assess prospective international students and be satisfied that their level of written and oral English will allow them to participate fully in their chosen level of study.
- 4.2 If Bream Bay College is not satisfied that a prospective student meets the requirements to study at their chosen level, they will direct them to a lower level of study and ESOL classes.

### **5. Accepting international student for enrolment**

- 5.1 Offers of course placement by Bream Bay College or its agent to an international student will be based on an assessment that matches career intentions of the students with the academic results offered by Bream Bay College.
- 5.2 On enrolment the international student will be supplied with a booklet that provides information on:
  - 5.2.1 Details on an orientation programme and support services
  - 5.2.2 A copy of the grievance procedures
  - 5.2.3 A copy of the summary of the *Code of Practice for the Pastoral care of International Students*
  - 5.2.4 Procedures that apply when a student withdraws from a course
  - 5.2.5 Circumstances in which Bream Bay College or its agent can terminate tuition
  - 5.2.6 Details of the fee protection and refund policy
- 5.3 Bream Bay College or its agent will advise the international students on enrolment of their contact details and residential address

### **6. Staff members working overseas**

- 6.1 Members of the Bream Bay College staff working overseas must:

- 6.1.1 Have knowledge of Bream Bay College programmes, administrative procedures, Qualification systems as they apply to international students
- 6.1.2 Be sensitive to the culture and customs of the country in which the recruitment is being carried out
- 6.1.3 Advise prospective international students of any significant barriers relating to the courses and qualifications offered by Bream Bay College being recognised for employment or future study in the student's home country

## **7. Annual review of information**

- 7.1 Bream Bay College will review annually the information provided to prospective overseas students

## **8. Immigration requirements**

- 8.1 Bream Bay College will only enrol an overseas student if the prospective student is the holder of a current student visa, or is a member of a recognised exchange student programme.
- 8.2 Bream Bay College must comply with section 40(1) of the Immigration Act 1987 which provides that every person at Bream Bay College commits an offence if they allow or continue to allow a student to undertake a course of study if they do not have the required permit.
- 8.3 Bream Bay College must follow the procedures set out in the New Zealand Immigration Service (NZIS) guidelines, available at [www.immigration.govt.nz](http://www.immigration.govt.nz) if an international enrolment has been terminated.

## **Part 2: Contracted Agents**

### **9. Recruitment agents**

- 9.1 Bream Bay College must advise recruitment agents that they must comply with the Code
- 9.2 Bream Bay College must advise recruitment agents that their agreement may be terminated for breaches of the Code. This must be stated in a written agreement between Bream Bay College and the agent
- 9.3 Bream Bay College acknowledges that the ethical performance of recruitment agents is of paramount importance
- 9.4 If Bream Bay College becomes aware that a recruitment agent is:
  - (a) engaging in false, misleading, or deceptive conduct; and/or

(b) contravening any of Bream Bay College's obligations under the Code; Bream Bay College shall immediately advise the agent in writing that they must cease that activity. If the agent fails to cease the activity, Bream Bay College will immediately stop accepting students from that agent.

## **10. Accommodation agents**

10.1 Bream Bay College does not use accommodation agents.

## **Part 3: Contracts and Indemnity**

- 11 Contractual and financial obligations of Bream Bay College and its agents
- 11.1 Bream Bay College will comply with all relevant provisions of the Act in its dealings with international students
- 11.2 All contractual and financial dealings between Bream Bay College and its agents and international students will take place in a fair and reasonable manner.
- 11.3 All contractual and financial agreements between Bream Bay College or its agents and international students must be recorded in writing, and the international student or their representative be given a copy.
- 11.4 In order to safeguard fees paid by international students, Bream Bay College will operate an Overseas Students section within its accounting system into which all fees paid by overseas students will be deposited. This income will be available should the need arise to refund the fees of an overseas student.

## **12. Indemnity**

- 12.1 Bream Bay College is responsible for its own compliance with the Code, and indemnifies The Administrator from expenses, losses, damages and costs (on a full indemnity basis) incurred by or awarded against the Administrator from any claim by any person in relation to:
  - 12.1.1 Bream Bay College's breach of any provision of the Code
  - 12.1.2 The manner of Bream Bay College's performance of any its obligations under the Code
  - 12.1.3 Any false, misleading, or deceptive conduct by Bream Bay College.

## **Part 4: Welfare**

13. Support Services

- 13.1 Bream Bay College will appoint a staff member as Dean of International Students. This person will be responsible for all inquiries about pastoral care issues from international students.
- 13.2 Bream Bay College will provide support services to international students, including:
  - 13.2.1 An orientation programme
  - 13.2.2 Assistance to students facing difficulties adapting to the new cultural environment
  - 13.2.3 Advocacy procedures, to ensure students are made aware of their rights and the obligations of Bream Bay College under the Code, and how to access internal and external grievance procedures.
- 13.3 In addition to the requirements of 13.1 and 13.2, Bream Bay College will provide the following support to international students:
  - 13.3.1 Information and advice on homestay accommodation
  - 13.3.2 Advice on courses
  - 13.3.3 Advice on welfare facilities
  - 13.3.4 Information and advice on driving and road traffic laws in New Zealand.
- 13.4 Support services for international students must be tailored to meet the needs of international students.
- 13.5 Bream Bay College will hold the following information relating to each international student at all times:
  - Full name
  - Current homestay address and contact number(s)
  - Passport and permit details
  - Full names and current addresses of parents of students, and of emergency contact number(s)

## **14.Cessation of attendance**

- 14.1 If an international student enrolled at Bream Bay College fails to attend, Bream Bay College will follow the procedures set out in the Ministry of Education's Circular 99/03 'Rules for Student Enrolment (and subsequent amendments) and use the Ministry of Education's NETS-1form where appropriate
- 14.2 The Dean of International Students will ensure that:
  - (a) international students are maintaining their course requirements
  - (b) follow up in the event that a student ceases attendance before course completion
- 14.3 The Dean of International Students will use the Bream Bay College Senior Assessment Handbook as a guide to course completion requirements

## **Part 5: Students Aged Under 18**

## **15.Welfare**

- 15.1 Bream Bay College will have measures in place to promote the welfare of international students, in accordance with the International Student Homestay Guidelines published by the Ministry of Education
- 15.2 If Bream Bay College believes an international student has been, or is likely to be, ill-treated, harmed or abused, CYFS or the New Zealand Police will be notified of the concerns in accordance with the “Breaking the Cycle” protocol.
- 15.3 Bream Bay College or its agents will notify the parents of any prospective international student prior to enrolling the student so as to establish communication arrangements with parents that can be used in an emergency
- 15.4 The Education (Stand down, Suspension, Exclusion and Expulsion) Rules 1999 apply to all international students at Bream Bay College

## **16.Accommodation**

- 16.1 Bream Bay College will hold at all times on the pupil database the following information for all homestay caregivers:
  - Full name
  - Current address and contact numbers
  - Current occupation
- 16.2 The Dean Of International Students will ensure that all residential caregivers have a full understanding of their obligations relating to the Code.
- 16.3 The Dean of International Students will interview all prospective homestay caregivers and ensure that:
  - New Zealand Police vetting of all persons aged 18 or over resident in the household
  - An assessment of the homestay caregiver’s suitability
  - An assessment of the suitability of the residential facilities
  - An assessment of whether a homestay caregiver will provide a safe physical and emotional environment.
- 16.4 The Dean Of International Students will provide a booklet to homestay caregivers to provide them with the advice and information on best practice so as to provide quality residential services to international students.
- 16.5 The Dean of International Students will monitor the progress of both the international student and the homestay caregiver. The Dean will meet with international students each term to interview them regarding their homestay.

## **Part 6: Grievance Procedures**

- 17 Internal grievance procedures
  - 17.1 Bream Bay College or its agents will ensure that international students are advised of and have access to adequate and fair procedures for dealing with grievances
  - 17.2 All complaints from international students will be dealt with, in the first instance, by the Dean of International Students. For serious complaints, the Principal will be notified. In some circumstances, the agent will be notified so as to provide assistance. If the complaint is not resolved the student can contact the International Appeal Authority (IEAA)
  - 17.3 All complaints relating to the Code will be documented and filed.
  - 17.4 The Dean of International Students will have displayed on a notice board information about complaints procedures available to international students and the International Education Appeal Authority



## Bream Bay College Course Cancellation and Refund Procedures For Overseas Fee Paying Students



If a student withdraws from his/her course of study before the completion date, he/she may be eligible for a refund of tuition fees. The following procedures and guidelines would apply:

1. To be eligible for any refund, the parents/guardians must apply in writing to the Board of Trustees setting out the special circumstances of the claim within one month of the last day of attendance.
2. If the application is made before the start of the course, fees will be refunded in full less the administration charge specified on the fees information sheet.
3. If the application is made after the start of the course (one year of schooling), but before the second half of a course, fees will be refunded less:
  - An administration charge of NZ\$200.00
  - Costs to the school already incurred for tuition
  - Components of the fee already committed for the duration of the course such as
    - i.specialist fees
    - ii.appropriate proportions of salaries for teachers and support staff (*if applicable*)
    - iii.costs already incurred for the use of facilities and resources
    - iv.the proportion of the Government Levy the school is required to pay
    - v.any other costs already incurred
4. If the application is made after the second half of the course there will be no refund except under exceptional circumstances – to be determined by the Board of Trustees.
5. For students enrolled for course **less than 12 weeks** who have commenced their studies, there is a **no refund policy**.
6. If an international fee-paying student gains residency during the course, no further fees are paid and a refund may be paid on the unused proportion of the prepaid fees. The new resident will then abide by the school enrolment scheme if one is in place. Documentation of residency must be provided within 14 days of it being granted.
7. The Board of Trustees will make no refund:
  - Where a student has been stood-down, suspended or excluded
  - Where a student wishes to transfer to another school
  - Where a student returns home for any reason other than serious illness or death of a close family member
  - If the enrolment application is found to be inaccurate in any way and the contract is terminated.
8. In any dispute regarding the above, the decision of the Board of Trustees of Bream Bay College is final.
9. The Board of Trustees will ensure that there is a reserve of funds to cover international students prepaid tuition fees in the event that a refund should be necessary.
10. All unused homestay fees will be refunded.
11. All fees are quoted in New Zealand dollars and refunds will be in New Zealand dollars.