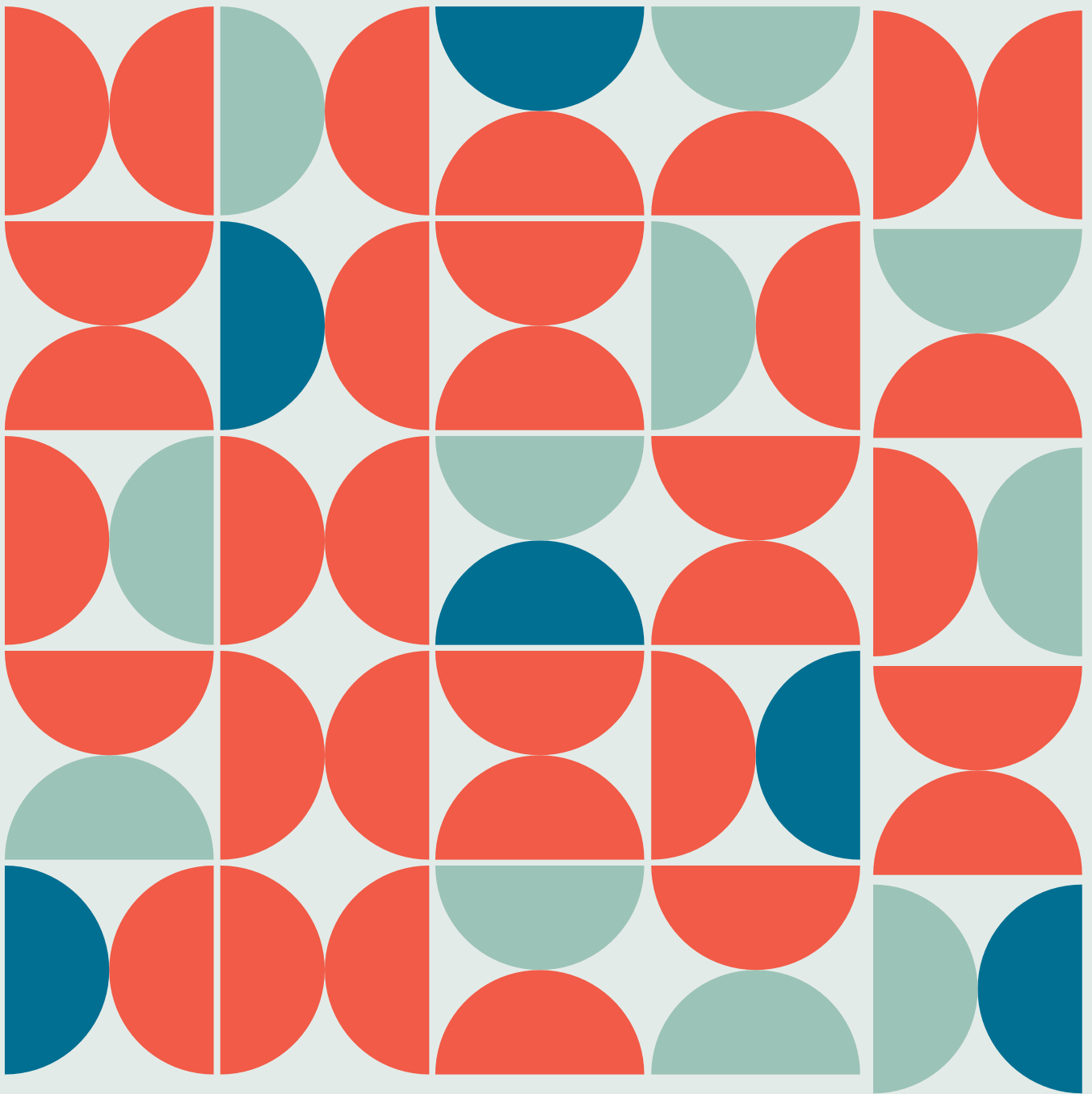




**International
College**



**PLP Student
Handbook**

Welcome to UP International College



Kia ora,

At UP International College we want you to succeed academically. Our objective is to help you learn as much as possible in the time available so you achieve your goals and move on to further study.

Thank you for joining us and placing your trust in us to help you achieve your goal. We are a mobile technology Campus with many years of experience using technology in assisting students to learn – we encourage the use of electronic mobile devices for learning in class. For this to work well, we need you to be a responsible user of that technology.

Our Blackboard and Teams learning resources are extensive and designed specifically for you. We have many years of experience using technology in assisting students to learn.

Remember that English goes on outside the classroom as well, so in Auckland, make the most of your stay. Use every opportunity to read, write, listen and speak in English as this will undoubtedly make your learning at a tertiary level easier and more enjoyable. I strongly encourage you to make the campus an English-only zone as much as possible.

At UP International College New Zealand, we have a passion for education. The values of UP International College New Zealand are underpinned by a commitment to see our students succeed in every facet of their lives. This Handbook is designed to focus on life at the college and provide answers to a range of questions you might have about what you need to do, not only at the start of the course but throughout the year. UP International College New Zealand has agreed to observe and be bound by Education (Pastoral Care of Tertiary and International Learners) Code of Practice 2021.

The policies intended in this handbook are due for review in 2023 and 2024. However, they remain relevant and cover important aspects of your partnership with UP International College New Zealand.

We have many people who can help you if you don't know what to do. Check the Handbook first to find an answer, but if you are not certain about something, please ask a member of staff. If they cannot help you directly, they will find someone who can.

Best wishes with your studies and work hard!

Yours sincerely

Craig Jones

CEO – University Partnerships and Australia

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Attendance Policy

Purpose

To monitor students' attendances closely and to implement appropriate interventions, data is to be collected, displayed, and actioned in a way that is timely, relevant, and meaningful. The data will primarily be collected by the Attendance Officer(s).

This Policy will be reviewed and updated accordingly by the:

1. UPICNZ Senior Leadership Team
2. International Student Compliance Manager
3. Operations Manager
4. Pastoral Coordinator

Attendance Procedures

To ensure efficient monitoring, recording and follow up of all attendance and absence data within UPICNZ the following process is in place.

1. All teaching staff are required to record class attendance in Artena within the first 15 minutes of every timetabled lesson.
2. Lateness is recorded by the Attendance Officer for onshore students for the first 15 minutes of the first timetabled class of the day. The Attendance Officer takes the necessary steps to update absent (A) to late (L) for all timetabled classes of the day if evidence can be provided that the student is present in class.
 - a. If a student, arrives in class after 5 minutes, the student is marked absent but allowed to be in class.
 - b. If an offshore student is non-responsive three times during a live lesson, the mark is changed to absent, the student is removed from class.
3. After the first 15 minutes of every timetabled lesson, the Attendance Officer downloads an eAR Unexplained Absences, and an eAR Attendance Unmarked Classes report from the Student Management System (SMS), Artena.
4. The Attendance Officer sends a reminder email to teaching staff who have yet to record class attendance after the first 15 minutes of a timetabled lesson; this is so unexplained absences can be actioned appropriately by the Attendance Officer within the day. Please note if an ongoing pattern of unmarked attendance data exists for a particular staff member, the Attendance Officer is to notify the relevant line manager, so the line manager can address the matter accordingly. If this pattern continues, it will be progressed to the Head of College (HOC).

5. The Attendance Officer contacts all students who are recorded as absent within the eAR Unexplained Absences report, with onshore, students who appear on the weekly attendance watchlist and under 18 students being a priority. All relevant notes are stored on the student file in Artena in the Student Attendance Comments Section.
6. The Attendance Officer contact process is as followed:
 - a. The student is contacted by phone and asked for an explanation. If the student is unresponsive, a text message is sent, and a follow-up email is sent to the student from the generic attendance email address.

Please note that Steps 1 – 6 occur every timetabled lesson of each day.

If a student is absent multiple periods within a timetabled day and no explanation has been provided, the student must be contacted via the above methods by the Attendance Office, once more, in total twice, within that day.

Please note students have one key email contact being attendanceakl@up.education

Non-attendance and no response from a student for more than 24 hours Onshore

If an onshore student is absent for more than 24 hours with no response despite Steps 5 and 6 within the attendance process being completed, the Attendance Officer then notifies the Dean, ISST, Pastoral Coordinator and the HOC via email. All relevant notes are stored on the student file in Artena, under the Support Services Liaison tab.

1. The Dean and ISST co-ordinate contacting the student. If the student is under 18 years of age the parents, Homestay, relevant agent and designated caregivers/parents must also be contacted. The content of the message is that if the student does not make contact within the next 24 hours, the New Zealand Police will be notified. In some instances, an onsite visit to the student's address may be organised. The ISST leader can delegate either themselves or another ISST/Welfare Team Member depending on location and circumstances to conduct this visit. Expenses incurred will be charged to a company Uber account.
2. If no response is made after 48 hours, the HOC and Pastoral Coordinator notifies the New Zealand Police.
3. This process is monitored throughout by the relevant Dean of the student.

Consecutive Absences

As part of Immigration New Zealand reporting requirements, the following process is in place regarding Long Term Leave and Course Withdrawal Processes for onshore students. Please note the same process applies for offshore students with notification to Immigration New Zealand at ISST discretion.

1. If an onshore student has had 10 days of consecutive days of absences with no explanation or any contact, the Attendance Officer is to notify the ISST on day ten to advise non-attendance.
2. The ISST reports this information to Immigration New Zealand.

Continuous Absences without Justification

If a student has continuous absences the following processes must be actioned. Please note that attendance information is emailed to relevant members of college staff to action each week. All teacher concerns are updated via the Students of Concern Sheet. All relevant notes are stored on the student file in Artena, under Support Services Liaison tab.

1. On a Monday and Friday, the Attendance Officer downloads an ear Unexplained Absence. If a student's attendance falls below 95% or has 3 recorded lateness's within five consecutive school days, the Attendance Officer issues the student a verbal warning message in Teams, with a follow-up email, cc'ing in the Dean.
2. If a student's attendance falls below 90% or lateness issues continue, the Dean issues the student a first written warning by email and message in Teams cc'ing in the HOC.
3. If the student's attendance does not improve or decreases after 2 weeks or lateness continues, the Dean contacts the HOC who issues the second written warning by email and message in Teams.
4. A third and final written warning from the Pastoral Care Coordinator or Head of College and notification to Immigration New Zealand by ISST is completed.
5. If a student's attendance continues to be unsatisfactory, the Pastoral Care Coordinator and CEO University Partnerships and Australia (CEO) or delegatee(s) will have the option to suspend and refer the student to the Student Disciplinary Committee. The Student Disciplinary Committee will formally consider the case and decide whether to exclude the student and terminate the Contract of Enrolment.

Medical Leave

Onshore

If an onshore student is absent due to illness the following process must be actioned.

1. A hardcopy medical certificate is provided by the student to the AO from the School Approved Doctor. Information regarding approved documentation can be found within the Student Handbook.
2. The certificate is reviewed and approved as genuine by the AO and allocated Dean
3. The code M is applied within Artena with an explanation assigned.
4. The certificate is uploaded to Artena against the students file, for future reference.

Continuous Medical Leave

Due to Immigration New Zealand attendance requirements, if a student has ongoing medical leave, the AO must advise the HOC or Pastoral Care Coordinator. A recommendation is then considered for the student to take long-term leave. Consultation with the student, parents, ISST, and agent by the HOC and Pastoral Care Coordinator will occur.

In a case where the student does not agree to long-term leave, Immigration New Zealand will be notified by ISST. The student will be advised of the possibility they may not meet academic outcomes or progress to their chosen University.

Excessive Medical leave

In cases where a student has multiple instances of medical leave that are likely to negatively affect their academic progress, the AO must advise the HOC or Pastoral Care Coordinator. A recommendation is then considered for the student to take long-term leave or to withdraw from the current programme. Consultation with the student, parents, ISST, and agent by the HOC and Pastoral Care Coordinator will occur. The student will be advised of the possibility they may not meet academic outcomes or progress to their chosen University. Where a recommendation to take long-term leave is not taken up by the student, Immigration New Zealand may be notified.

Attendance Codes

Please note these codes are based on the MOE Attendance Code List 2021. However, not all MOE codes are used, and UPIC usage reflects UPIC agreed usage and available SMS coding.

Code	Usage	Effect on Attendance
P	Student present in class or attending online	P
A	Unexplained absence from class	A
L*	Student arrives late to class	P
E*	Absence is explained but is not accepted as a justified reason for absence*	A
J*	Absence is explained and accepted as a justified reason for absence	P
M*	Student is at home or in hospital for a medical reason. Requires an approved medical certificate*	P
X*	Exam leave. Exam Leave, Unsupervised Study – student is off-site	P
Q*	School Activity – School approved activities online or off campus	P
* Only to be used by AO or on instruction from SLT member. Explanation required in Artena Student Attendance Comments Section if code is used.		

Notes:

1. When classes are cancelled by the school for reasons such as examinations or school approved activities, the appropriate codes will be entered in Student Attendance Comments Section as above.
2. When a public holiday occurs, attendance is not recorded and does not impact a student's overall attendance rate.
3. When an onshore student attends a Flexible Learning Activity (FLA) lesson they will be marked Present or Absent. Offshore attendance is not marked/taken due to the student not being physically present.
4. All study leave and examination leave will be marked as X. This will be completed by AO.

Student Discipline Policy

Rationale

UP International College New Zealand recognises that students and teachers have a right to a safe, pleasant working and learning environment. Students and staff need also to be responsible for their own actions and to show courtesy and respect for others, for the property of others and for the environment.

UP International College New Zealand recognises that there will be times when serious breaches of regulations and requirements occur, and that processes for dealing with such breaches must recognise the rights and obligations of those involved as well as applying fair and impartial responses.

The reputation of the College is dependent upon all students, both onshore and offshore, understanding expectations of behaviour and the consequences of unacceptable behaviour.

Aims

- To develop an environment in which mutual respect is a chief tenet and where students appreciate the rights of others to learn in a safe secure environment.
- To help students appreciate the consequences of their actions.
- To provide clear direction for staff and students on the procedures to follow in the event of inappropriate behaviour by any student.
- To provide a process of separate and impartial judgement in the event of any serious or repeated breach of regulations and requirements.
- To encourage and enforce, where necessary, high standards of group and individual behaviour within the College.

Guidelines

The Head of College shall be responsible for implementing this Policy. The Executive Principal shall be responsible for informing all students and staff of this Policy and its rules, and any additional regulations approved by the Head of College.

The College Student Code of Conduct is the basis of expectations for student behaviour in the College. A positive approach is encouraged. Students are expected to behave well and in accordance with the requirements stated in the Code of Conduct.

The Code of Conduct is applicable during the College day, coming to and going from the College, on College trips and at all events organised by the College, including travel to and from the College on public transportation, and includes international students in Homestay accommodation.

Whenever possible staff will exert their own influence on the behaviour and progress of students in accordance with this Policy. All notes, records of interviews/conversations regarding breaches of the Code of Conduct and subsequent disciplinary action must be recorded in the student's file in Artna. Senior Leaders/Deans may interview students regarding any breach of the Code of Conduct or in support

of a staff member attempting to address behaviours of concern.

Disciplinary actions that may be considered range from a conversation with the student to formal warnings. There are several levels of disciplinary warnings dependent on the nature of the offence and/or the student's disciplinary history.

Restitution may be sought for wilful damage of College property.

Discipline

A) Discipline warnings at the College follow the process below except in certain circumstances such as cheating or homestay issues. In those situations, the first warning letter is from the Pastoral Coordinator. The second warning is from the Head of College. A discussion with the CEO is the final stage of the process. The outcome will be determined on an individual basis.

All warning letters are to be filed in Artena.

Process:

- An official verbal warning from the Attendance Officer (for attendance only).
- An official first written warning from the Dean.
- An official second written warning from the Pastoral Coordinator.
- An official third and written warning the Head of College.
- If the student's behaviour or achievement continues to be unsatisfactory, the CEO and Pastoral Coordinator. will have the option to suspend and refer the student to the Student Disciplinary Committee.

Note:

- Parents/agents must be informed of each stage in the process. This is done automatically through the Artena email warning process.
- As part of the process the Head of College and Pastoral Coordinator. meets with the student, agent, and parent to discuss the students' options going forward.
 - If applicable, an option to re-enrol in the same or different program may be presented by the Head of College.
 - If agreed upon, the student re-enrols in the chosen program and starts from the beginning of the UPIC Academic and Attendance Warning process (Step 0).
 - The student is then added to a monitor list so the associated Dean and HOC can monitor and support the student in the new program to ensure success.

B) If the student's attendance or academic achievement continues to be unsatisfactory, the Executive Principal may choose one or more of the following:

- Issue a final written warning to the student along with a contract to continue or re-enrol
- Stand the student down for a specified period not exceeding ten days in one school year.
- If the student's behaviour continues to be unsatisfactory, the Executive Principal will have the option to suspend and refer the student to the Student Disciplinary Committee. The Student Disciplinary Committee will formally consider the case and decide whether to exclude the student and terminate the Contract of Enrolment.

Where the Head of College suspends the student with a recommendation for a hearing by the Student Disciplinary Committee then the Student Disciplinary Committee shall be convened in accordance with the requirements of the Stand-down, Suspension, Exclusion and Expulsion of Students Policy.

A database of student behaviour incidents and their consequences shall always be accurately maintained. The Head of College shall ensure that all correspondence, logged incidents and staff notes use correct, fair and neutral language which at no time overstates, nor understates, facts, and which at no time pre-empt or suggests any later discipline outcomes.

The Head of College shall also ensure that staff understand that any such records may be used in a court of law, and as such should reflect UP International College New Zealand's commitment to the fair and neutral recording of facts. Personal information included in this database will be collected, stored, used and disclosed in accordance with the privacy principles established under the Privacy Act 2020 as amended or replaced from time to time.

Student Acceptable Use Protocols

UPICNZ views electronic resources as an integral part of the of the teaching and learning process.

All students who are given sanctioned access to UPICNZ's electronic resources will be bound by the Student Acceptable Use Policy and Protocols.

The following Student Acceptable Use Protocols are founded on ethical use of electronic resources, good practice, and netiquette.

Protocols

Student users will:

1. Use the electronic resources, including storage space, only for educational purposes related to work at UPICNZ and not for any personal, commercial, or illegal purposes.
2. Ensure they do not make statements or use the likeness of another person through website postings, email, instant messages, or social media, that harass, intimidate, threaten, insult, libel or ridicule students, teachers, administrators, or other staff members of the College community, make statements that are falsely attributed to others, or use language that is obscene/objectionable.
3. Not use games or other electronic resources that have objectionable content or that engage students in inappropriate simulated activities.
4. Not use a personal device in a class unless directly instructed by the teacher.
5. Not disclose their password to any other user or attempt to learn or to use anyone else's password.
6. Not upload, link, or embed an image of themselves or others to non-secured, public sites without the IT Administrator's permission.
7. Not attempt to access, upload, or transmit material that attacks ethnic, religious, or racial groups, or material that is pornographic or explicitly sexual in nature.
8. Not violate copyright laws, damage or tamper with hardware or software, vandalise or destroy data, intrude upon, alter, or destroy the files of another user, introduce, or use computer "viruses," attempt to gain access to restricted information or networks, or block, intercept or interfere with any email or electronic communications by teachers and administrators to parents, or others.
9. Use of information (including text, graphics, videos etc) from Internet sources in student work should be cited the same as references to printed materials used by the author.
10. Not use the network in such a way that would disrupt or compromise the use of the network by others.

11. Not use College devices to subscribe to electronic mailing lists without express permission from the IT Administrator.
12. Not take part in any chat room on any internet site unless they are under the direct instruction of a teacher.
13. Not use, or create for others, any program to interfere with, change, or interact with programs, security settings, systems, or devices that are the property of UPICNZ and are used for school-related purposes by students, and staff.
14. Not imply, directly or indirectly, either publicly or privately that any program or “app” the student create is associated with, or a product of, UPICNZ, nor will a student either directly or indirectly associate any such program with any UPICNZ logos or images.
15. Will understand that the use of the College system’s computers is not private, and that the College reserves the right to monitor use to assure compliance with these guidelines; violations may lead to revocation of computer access and/or other disciplinary measures.
16. Understand that the prohibited conduct is also prohibited off Campus when using private equipment if it has the effect of seriously interfering with the educational process, and that such off-campus violations may lead to disciplinary measures.
17. Not download any games or other applications by students on to College devices.
18. Understand that the UPICNZ also allows students to bring my own devices such as phones, tablets, and computers. By using these devices at the College, the Acceptable Use Protocols apply. The College accepts no liability for loss of, or damage to personal devices.
19. Report any problems/issues with cyber harassment/bullying/concerns about objectional material to: complaintsupic@up.education
20. Report technical issues/concerns to: Helpdesk@up.education Webform: <https://itsupport.up.education> Phone: 0800 463 448

UPICNZ is not responsible for any damage users experience. This includes loss of data resulting from delays, non-deliveries, or service interruptions.

UPICNZ does not accept and responsibility for the accuracy or the quality of information obtained through the College network and the internet.

Requirements:

This Student Acceptable Protocol should be read in conjunction with:

- Group Acceptable Use Policy
- UPICNZ Student Acceptable Use Policy

Academic Honesty Procedures

UP International College New Zealand expects all students to complete coursework, examinations and assessments with integrity and honesty. Such integrity maintains the reputation of the College.

UP International College New Zealand will not tolerate cheating/plagiarism or assisting others to cheat/plagiarise in any Programme, Training Scheme or course. The College views cheating/plagiarism as a serious academic offence. To ensure that the standard of all assessments/examinations is maintained, students and staff have a responsibility to prevent, discourage and report cheating/plagiarism.

Students will be informed at Orientation that the College has zero tolerance for cheating/plagiarism. At orientation all students are required to agree to an Academic Honesty Declaration.

Students are responsible for ensuring that all work submitted for assessment is authentic.

Any academic misconduct is a breach of the College Code of Conduct.

Teachers will ensure principles and expectations of academic honesty are conveyed to all students.

Authenticity Expectations

1. Academic integrity is defined as the commitment to and demonstration of honest and moral behaviour in an academic setting. This is most relevant at the university level as it relates to providing credit to other people when using their ideas. In simplest terms, it requires acknowledging the contributions of other people.
2. Plagiarism is defined as copying another person's ideas, words or writing and pretending that they are one's own work. It can involve violating copyright laws. Writers who plagiarise commit serious legal and ethical violations.
3. There is a difference between collaborative group work (the same work presented by everyone in the group) and plagiarism or copying.
4. Teachers have tools they can use, in any order, at any time, to look at student's work. This includes:
 - **SafeAssign** software compares submitted assignments against other academic papers to identify what is the same, between the submitted assignment, and other written works on the internet.
 - **Turnitin** software which is an originality checking and plagiarism service that checks a student's writing for citation mistakes or copying. When a student submits an assignment, Turnitin compares it to text in its worldwide database of student work, and other websites, books, articles, etc.
5. **Individual interviews** for suspected plagiarism, is when one or two teachers ask a student questions, about what they wrote, how they wrote it, what references they used. There can also be questions about the vocabulary, sentences and meaning.
6. Colleges will have in place documented procedures for checking authenticity of student work. These must be communicated to students.

7. Students are responsible for ensuring that all work submitted for assessment is authentic (based on the student's individual and original ideas) with the work of others fully and correctly acknowledged with the formal referencing system of their College. This formal referencing systems supports the same system that they will be using at their partner University.
8. If there is reason to suspect that part or the whole of a student's work may not be authentic, that work may not be accepted for assessment and/or a grade may not be awarded. The teacher will have a conversation with the student, which will be recorded in the Liaison tab in Artena.
9. An authentic piece of work is one that is based on the student's individual and original ideas with the ideas and work of others fully acknowledged through academic referencing. Therefore, all assignments, written or oral, completed by a student for assessment must use the student's own ideas. Where sources are used or referred to, whether in the form of direct quote or paraphrase, each source must be fully and appropriately acknowledged through academic referencing.
10. Websites, email messages, and any other electronic media must be treated in the same way as books and journals including dates of access.
11. The sources of all photographs, maps, illustrations, data, graphs, audio-visual and similar material must be acknowledged if they are not the student's own work.
12. Paraphrasing is the use of another person's words presented in a new style and integrated grammatically into the writing. It is a legitimate way to use a source. However, it is still necessary to acknowledge the source.
13. Passages that are quoted verbatim must be enclosed within quotation marks and references provided. They should not contribute to the word count limit of the assignment.
14. Students must not engage others to complete assessments/sit examinations as this may impact on their enrolment at the College

Authenticity Monitoring

The authenticity of student work will be monitored using a combination of the following practices:

1. Close supervision of all assessments and examinations.
2. Individual interviews
3. For project, research or extended investigations, students are to submit plans, drafts, work sheets and logbooks as requested to ensure that data is authentic. Teachers should sign these off with comments, as appropriate, to indicate whether students are meeting predetermined milestones. Such comments may be used as evidence in cases where a student does not achieve a standard because of incomplete work or failure to meet the deadline.
4. Explicit clarification of what is meant by **plagiarism** and what is acceptable referencing. There can be no case for appeal if a mark is not awarded because of plagiarism.
5. Checkpoints of work at various stages of the development process.
6. Research undertaken outside the classroom. The assessment completed in an invigilated lesson.
7. Oral questioning of students to explain the process of developing the required work. Where there are serious concerns about the authentication of work a record of the discussion should be retained. It is recommended that another staff member be present at the discussion and that documentation be signed by both the staff members and the student.

8. Student acknowledgement of all resources used in appropriate format as requested by the assessment task, e.g., bibliographies, copies of original documents used, websites/URLs visited.
9. Staff must also clearly explain to students processes and procedures relating to the requirements of authenticity.
10. Attendance at lessons may be a requirement to allow signposting for authenticity purposes.
11. While some form of assistance such as discussion of a topic for an internal assessment is acceptable, students must be aware that an undue amount of input from others will jeopardise the student's work and could bring the grade into question.

Student Outcomes

1. If there is objective proof of cheating/plagiarism, then the student will receive zero for the assessment. If multiple students are involved in an instance of cheating, they will all receive zero.
2. The student will be informed, at the same time, of any appeals process.
3. This determination will be made by the teacher, HOF, HOC based-on evidence obtained.
4. The student will be informed in writing of the outcome.
5. Information relating to the incident will be recorded in Artna under the Liaison' tab.

Requirements

These Procedures should be read in conjunction with UP International College New Zealand Policies and UP Education relevant Group Policies:

- UPICNZ Assessment, Moderation and Reporting Policy
- UPICNZ Assessment Procedures

Complaints Procedure

1. Rationale

UPIC NZ provides a safe physical and emotional environment for students and all members of the College community. This policy includes procedures and steps which should be followed by either Parents or Students to make a complaint. This policy also safeguards both internal and external community members throughout the complaint process.

2. Principles

- Every effort is made on campus, by the teachers, tutors, support staff, Deans, and senior leaders to listen to and respond fairly to any issues of concern raised and to resolve issues internally where appropriate and possible.
- If someone wishes to complain, they are heard.
- Groups may choose to make a complaint together.
- Everyone is entitled to bring a support person, or a translator to any meetings.
- Issues may be recorded and kept on file, with agreement where required.
- The campus will engage in respectful processes that demonstrate confidentiality, reasonability, impartiality, natural justice and use positive methods such as restorative justice. It will also approach matters with cultural sensitivity, making all reasonable affordances where appropriate.
- Whistle-blowers who report on the misuse of policies, corrupt or illegal practices or inappropriate behaviour are protected, in order that they may be heard through the Complaint process.

3. Correct steps in the complaints Policy

STEP 1 - LODGING COMPLAINTS:

- All formal complaints must be in writing to the International Student Support Team to complaintsUPIC@up.education within 3 days of the issue occurring.
- If a group wishes to complain, they must also provide a complaint using the same procedure, but needs to do so through an individual, and must indicate that this is a group complaint, identifying the names of all involved in the complaint.
- The complaint will be acknowledged by the Student Support Team to the complainant within 2 working days in writing.
- Student Support Team then shares the complaint immediately with the appropriate HoC, and the HoC reviews the complaint.
- Student Support Team do not deal with the complaints received; they are the conduit for the student's or students' communication to the Head of College (HoC).
- If a staff member receives a direct complaint, the complainant should be advised to put this in writing to complaintsUPIC@up.education In this way the complaint is received and registered formally.

If the HoC deems that the matter places the student or anyone at risk (physical or mental) and/or could cause reputational damage to the College, they will escalate to the Executive Principal.

STEP 2 - INVESTIGATION:

- HoC commences an internal investigation.
- The HoC will arrange and hold a meeting with the complainant(s). The purpose of the meeting is to gain an understanding of the issue and to ask any questions or seek clarification.
- In the HoC meeting with the complainant(s), they will request consent on releasing the complaint and complainant's/complainants' identity to the teacher. If consent is not provided, the HoC may decide that given the nature and seriousness of the issue, that they will continue to address the matter with the staff member.

- The HoC will explain to the complainant(s) about measures to safeguard them in this process, in that, the teacher will not address the complaint/concern with the student(s) directly unless directed otherwise. In addition, any other steps to safeguard the student(s) in the circumstances will be outlined to ensure they feel supported and safe.
- A copy of the complaint will be provided to the teacher for a written response.
- The HoC will meet with the staff member to discuss their response. The staff member will have reinforced to them the above sensitivities in dealing with the matter with the complainant.

STEP 3 - OUTCOME:

- The HoC will consider the appropriate next steps in the circumstances and then hold outcome meetings with each party separately, or together, if appropriate.
- HoC outlines their findings and any associated action plan or pathway forward as the result.
- At these meetings, each party is supported, and the intention is for a resolution to be the result. The investigation and findings are documented and provided to both parties.
- In some circumstances, the result of the complaint(s) process may be a formal disciplinary process being taken with the staff member, which will be in line with Company policy.

STEP 4 (IF NEEDED) - APPEAL:

- Complainants are entitled to appeal any outcome.
- An appeal process could be initiated by either party and this should be initiated in writing to the CEO between 3-5 days after step 3 has been completed (allowing sufficient reflection time).
- If still not satisfied this should be asked to be escalated to the CEO of UP Education.
- Beyond this an external appeal remains an option for the complainant to: NZQA 0800697 296 or on i-student complaints at 0800 006675 or email: complaints@istudent.org.nz
- Domestic students should contact the Tertiary Education Dispute Resolution | tedr.org.nz

Notes:

1. During the investigative meetings notes should be taken in all meetings. A support person can be brought to any meeting.
2. The HoC can at any time consult with the CEO when advice is needed or escalate if necessary. If the complaint is about the HoC, a different individual will be appointed to the investigation.
3. UPIC may not necessarily follow the steps in this procedure in order and can move immediately to one stage or another or take any other action/steps it deems appropriate in the circumstances. This is because complaints will need to be assessed on a case by case basis.

Under 18 Support

UPIC ensures that international tertiary learners are safe and appropriately supervised in their accommodation and effectively communicate with the parents or legal guardian of learners under 18 years.

UPIC requires all international students under 18 to live with parents or legal guardians, or with approved residential caregivers.

UPIC ensures that a plan is in place for the transfer care of the learner from the residential caregiver to the learner's parent or legal guardian, or another person approved by the parent or legal guardian, for:

- each transfer that occurs during the period of enrolment; and
- the transfer that occurs at the end of enrolment;

The parent or legal guardian is notified of each transfer plan.

UPIC maintains effective communications with the parents, legal guardian, or residential caregivers of international tertiary learners concerning their wellbeing and progress in study;

UPIC ensures that at least one staff member is designated to proactively monitor and address any concerns about international tertiary learners under 18 years;

UPIC also ensures that, where appropriate, it obtains the written agreement of the parent or legal guardian of an international tertiary learner under 18 years with respect to decisions affecting the learner.

Refund Policy

Tuition Fees

- I. Up to 25% of tuition fees relate to costs incurred through pre-arrival services, such as interpreting and translation, assistance with formalities relating to immigration procedures, travel to, and accommodation in New Zealand and marketing recruitment costs. These fees may be retained by the College. When students are eligible for a refund of tuition fees the following fee payments may not be refundable
- II. Administration Fee
- III. Insurance costs (when already purchased)
- IV. Accommodation placement fee
- V. Fees relating to Homestay accommodation used by the student
- VI. Fees relating to tuition already delivered
Portion of Unused Tuition fees – the College may retain a portion of unused tuition fees. Amounts retained will relate to costs that have been incurred or committed by the College and may vary depending on the time of year the request is received
- VII. Export Education Levy

Subject to the exclusions and retentions described above and the provisions of the Education Act 2020, a full or partial refund of fees may be payable by UP Education (on application by the student) in the following circumstances:

- the repayment of excess prepaid fees, either:
 - at the end of their final course; or
 - before the end of the course, if the student is in their final programme, all tuition fees have been paid, the student is over 18 and College guaranteed accommodation has been prepaid.
- if the College withdraws an Offer of Place because it is unable to provide the course (including if the College ceases to be a signatory or provider (as those terms are defined in the Education Act 2020), all tuition fees are fully refundable.
- if a Conditional Offer of Place is made and the academic condition is not met, tuition fees are refundable less any costs incurred by the College prior to the College becoming aware of the academic condition not being met.
- where an Offer of Place was made and the visa application declined by Immigration New Zealand, tuition fees are refundable less any costs incurred by the College prior to the College becoming aware of the visa not being granted

- a notice of withdrawal due to exceptional circumstances may, at the sole discretion of the CEO, be accepted as grounds for a refund of tuition fees. The CEO may require documentary evidence in support of the application for refund, and a refund may not be made if the written notice of withdrawal is unreasonably delayed. Exceptional circumstances may include: inability to obtain a student visa; serious illness or disability of the student; death of a student or close family member (parent, sibling, spouse or child); and, political, civil, or natural event that prevents the arrival of the student. In the event of a withdrawal from a course/s 10 or more working days after course commencement, the College will deduct any fees which have been paid or incurred by the College of other representatives (including the student's representative/agent fees). The cost of any additional services that were complete prior to withdrawal will also be retained.

International Students who obtain Permanent Residence Status

A student enrolled in a College Programme as an international student who subsequently obtains permanent residency (and qualifies as a domestic student) may be eligible for a refund of any annual tuition fees deposited in advance if the student provides their passport to the Head of College as evidence of their new status prior to the Ministry of Education Roll Return being completed on the 1st March return. The refund will be calculated for Terms 2 to 4. For applications received after the 1st of March, the students status will be changed to domestic but fees will not be able to be adjusted as the College finding from the Ministry of Education will not change until the next calendar year.

- Accommodation fee refunds will be made after a student ceases Homestay accommodation following deduction of any fees or expenses owing in respect of accommodation and of release of UP Education from any guarantee it has given to Immigration New Zealand.

No Refunds

- The College will not refund the tuition fees of any student whose Offer of Place is withdrawn as a result of:
 - the student obtaining entry to the College through the supplying of incorrect and / or fraudulent documentation; or
 - the student breaching the College Rules, Accommodation Rules, residential caregiver agreement or this Contract of Enrolment
- The College will not refund the tuition fees of any student who is stood down, suspended or excluded from the College in accordance with this Contract of Enrolment and the IS Policy.
- Any excess fees or other funds that remain unclaimed for a period of one year or more from the end of the student's final programme will be forfeited.

Deferral Terms

- A student may give the College written notice to defer the completion of the Foundation Programme (Deferral Notice).

- A student may defer their studies of the Online Foundation Programme for a period up to 12 months after the Deferral Notice is given (Maximum Deferral).
- Upon receipt of a Deferral Notice within the Maximum Deferral Period, the College will credit the student's account with a fee credit for the unused portion of the Online Foundation Programme course fee paid which can be applied towards another program offered by the UP Education Group.
- After the Maximum Deferral Period expires and the student has not resumed studies at the College, the student will forfeit all unused and remaining credit for the Online Foundation Programme fees paid to the College.
- The College will handle the deferral of studies in all other circumstances in accordance with the terms of the contract of Enrolment set out above.

Payment Of Refunds

- Refunds will be made by telegraphic transfer in New Zealand Dollars or foreign currency equivalent at the time of the refund.
- The telegraphic transfer will be made out to the student and sent to the student's home country address, unless other arrangements have been approved by the Principal/College Executive. This is usually within 10 working days of an application for a refund being received and the correct bank account information being provided.

Withdrawal of Offer of Place

The College may withdraw an Offer of Place and terminate the Contract of Enrolment if:

- The student's visa application is declined by Immigration New Zealand (or the visa has expired or is subsequently withdrawn for any reason);
- The student is in breach of the Contract of Enrolment (including where the breach occurs prior to course commencement);
- The student is in breach of the College Rules, Accommodation Rules

Contract of Enrolment



UP International College New Zealand

Contract of Enrolment

Enrolment is subject to availability of places within the College (UP International College New Zealand Limited). If the College reserves a place for a student and offers enrolment then, subject to payment, this Contract of Enrolment is binding as a contract on the College and the student. This Contract of Enrolment will incorporate the "International Student Policy" (the IS Policy) available at www.upeducation.com and the statutory terms summarised in this application form under the heading "Summary of terms implied by statute" (Statutory Terms). This Contract of Enrolment is the "contract of enrolment" entered into between the College and the student in accordance with the Education (Pastoral Care of International Students) Code of Practice 2016 (the Code) and shall be governed by and construed in accordance with the Code and all other applicable laws of New Zealand.

Payment of Fees

- All fees must be paid in full prior to course commencement.
- Places are not guaranteed until the tuition fees have been paid in full.
- No student shall continue to be enrolled unless the appropriate tuition fees have been paid.
- Payments may be made using Rywire where a range of payment options are available. To make your payment, please go to <https://upcity.rywire.com>. Please ensure the student's name and identification number are included when making payment on Rywire.
- Upon receipt of the student fees in Rywire, the funds will be transferred to a separate bank account in the name of New Zealand Holdco 2018 Limited (NZHL), the College's parent company. Fees will be transferred from that account to the School/College operating accounts after commencement in stages as the course is being completed. To further ensure compliance with the Code, NZHL has entered into a guarantee for the benefit of the College's students, pursuant to which NZHL guarantees the payment of all refunds payable to students in accordance with the applicable law.
- A request to pay the course fees in instalments may be approved by the Principal/College Executive (in his or her sole discretion). This will attract an additional payment equivalent to 6 percent of the course fee. Applicants should be aware that this may impact on the length of the student visa granted by Immigration New Zealand.
- The annual tuition fee is quoted on all documentation, the minimum fee for full time students is equivalent to one terms fee (25.0 percent of the annual fee).

Refund Policies

Tuition fees

- Up to 25% of tuition fees relate to costs incurred through pre-arrival services, such as interpreting and translation, assistance with formalities relating to immigration procedures, travel to, and accommodation in New Zealand and marketing/recruitment costs. These fees may be retained by the College. When students are eligible for a refund of tuition fees the following fee payments may not be refundable.
- Administration Fee
- Insurance costs (when already purchased)
- Accommodation placement fee
- Fees relating to Homestay accommodation used by the student
- Fees relating to tuition already delivered
Portion of Unused Tuition Fees – the College may retain a portion of unused tuition fees. Amounts retained will relate to costs that have been incurred or committed by the College and may vary depending on the time of year the request is received.
- Export Education Levy
Subject to the exclusions and retentions described above and the provisions of the Education Act 1989, a full or partial refund of fees may be payable by UP Education (on application by the student) in the following circumstances:
 - the repayment of excess prepaid fees, either:
 - at the end of their final course or

- before the end of the course, if the student is in their final programme, all tuition fees have been paid, the student is over 18 and all College guaranteed accommodation has been prepaid.
- If the College withdraws an Offer of Place because it is unable to provide the course (including if the College ceases to be a signatory or provider (as those terms are defined in the Education Act 1989)), all tuition fees are fully refundable.
- If a Conditional Offer of Place is made and the academic condition is not met, tuition fees are refundable less any costs incurred by the College prior to the College becoming aware of the academic condition not being met.
- where an Offer of Place was made and the visa application declined by Immigration New Zealand, tuition fees are refundable less any costs incurred by the College prior to the College becoming aware of the visa not being granted.
- a notice of withdrawal due to exceptional circumstances may, at the sole discretion of the Principal/College Executive, be accepted as grounds for a refund of tuition fees. The Principal/College Executive may require documentary evidence in support of the application for the refund, and a refund may not be made if the written notice of withdrawal is unreasonably delayed. Exceptional circumstances may include inability to obtain a student visa; serious illness or disability of the student; death of a student or close family member (parent, sibling, spouse or child); and political, civil or natural event that prevents arrival of the student. In the event of a withdrawal from a course's 10 or more working days after course commencement, the College will deduct any fees which have been paid or incurred by the College or other representatives (including the student's representative/agent fees). The cost of any additional services that were completed prior to withdrawal will also be retained.
- If a notice of cancellation/withdrawal is made in writing to the Principal/College Executive, the percentage of fees payable as a refund will be calculated in accordance with the table below:

International Students who obtain Permanent Residence Status

A student enrolled in a College Programme as an international student who subsequently obtains permanent residency (and qualifies as a domestic student) may be eligible for a refund of any annual tuition fees deposited in advance if the student provides their passport to the Principal/College Executive as evidence of their new status prior to the Ministry of Education Roll Return being completed on the 1st March return. The refund will be calculated for Terms 2 to 4. For applications received after the 1st March, the student's status will be changed to domestic but fees will not be able to be adjusted as the College funding from the Ministry of Education will not change until the next calendar year.

Other Fees

- Accommodation fee refunds will be made after a student ceases Homestay accommodation following deduction of any fees or expenses owing in respect of accommodation and on release of UP Education from any guarantee it has given to Immigration New Zealand.

No Refunds

- The College will not refund the tuition fees of any student whose Offer of Place is withdrawn as a result of:
 - the student obtaining entry to the College through the supplying of incorrect and/or fraudulent documentation; or
 - the student breaching the College Rules, Accommodation Rules, residential caregiver agreement or this Contract of Enrolment.
- The College will not refund the tuition fees of any student who is stood down, suspended or excluded from the College in accordance with this Contract of Enrolment and the IS Policy.
- Any excess fees or other funds that remain unclaimed for a period of one year or more from the end of a student's final programme will be forfeited.

Special Refund Terms for students who enrolled in our Online Foundation Programme

Trial Period

- The College offers a 14 day period (Trial Period) for a student to trial the Online Foundation Programme. This Trial Period starts on the first day of the Course (Start Date). The Trial Period ends 14 calendar days after the Start Date (End Date).

Special Refund Terms

- If on or prior to the End Date, the student gives the College written notice of their decision to withdraw from the Online Foundation Programme.
- The student will forfeit to the College a NZ\$1,000 administrative fee out of the course fees paid; and
- The College will refund the full remainder of the student's Online Foundation Programme fees that have been paid.
- If a student notified the College in writing of their decision to withdraw from the Online Foundation Programme after the End Date (Expiry Time):
 - the student may seek a deferral in the Online Foundation Programme in accordance with the Deferral Terms set out below; and
 - the student will not be entitled to any refund of course fees for the Online Foundation Programme.
- The College will handle course fee refunds in all other circumstances in accordance with the general refund terms set out above.

Deferral Terms

- A student may give the College written notice to defer the completion of the Foundation Programme (Deferral Notice).
- A student may defer their studies of the Online Foundation Programme for a period up to 12 months after the Deferral Notice is given (Maximum Deferral).
- Upon receipt of a Deferral Notice within the Maximum Deferral Period, the College will credit the student's account with a fee credit for the unused portion of the Online Foundation Programme course fee paid which can be applied towards another program offered by the UP Education Group.
- After the Maximum Deferral Period expires and the student has not resumed studies at the College, the student will forfeit all unused and remaining credit for the Online Foundation Programme fees paid to the College.
- The College will handle the deferral of studies in all other circumstances in accordance with the terms of the contract of Enrolment set out above.

Payment of Refunds

- Refunds will be made by telegraphic transfer in New Zealand Dollars or foreign currency equivalent at the time of the refund.
- The telegraphic transfer will be made out to the student and sent to the student's home country address, unless other arrangements have been approved by the Principal/College Executive. This is usually within 10 working days of an application for a refund being received and the correct bank account information being provided.

Infringement

Disciplinary action

The College may take appropriate disciplinary action in response to the conduct or behaviour of a student including standing down, suspending or excluding the student and terminating the Contract of Enrolment. Such action may be taken whether or not the conduct or behaviour occurred while the student was under the supervision or control of the College if the College is satisfied on reasonable grounds that:

- the student's gross misconduct or continual disobedience is a harmful or dangerous example to other students at the College;
- because of the student's conduct or behaviour, it is likely that the student, or other students at the College, will be seriously harmed if the student is not stood down or suspended or excluded as the case may require;
- the student's conduct is in breach of the College Rules, Accommodation Rules, residential caregiver agreement or this

Full refund of all fees	College to retain 20% of tuition and course-related fees paid	College to retain 30% of tuition and course-related fees paid	No refund	Notes
Notice received by the College 5 months or more prior to the course commencement	Notice received by the College between 2 and 5 months prior to course commencement	Notice received by the College between 1 and 2 months prior to course commencement	Notice received by the College less than 1 month prior to course commencement	<ul style="list-style-type: none"> Courses are inclusive of Orientation days (attendance required) For Colleges and programmes other than UP International College English, the published course fee is used when determining the cancellation fee to be imposed

Contract of Enrolment (each as amended from time to time), and one or more of the following applies:

- the breach or breaches would constitute an ongoing risk to the student's education, health, safety, well-being or personal welfare for which the College is responsible under the Code;
- the breach or breaches would constitute an ongoing risk to another person's education, health, safety, well-being or personal welfare.

For further information regarding the College's obligations when taking disciplinary action and the procedure to be followed when taking such action please refer to the IS Policy available at www.upeducation.nz.

Withdrawal of Offer of Place

The College may withdraw an Offer of Place and terminate the Contract of Enrolment if:

- the student's visa application is declined by Immigration New Zealand (or the visa has expired or is subsequently withdrawn for any reason);
- the student is in breach of the Contract of Enrolment (including where the breach occurs prior to course commencement);
- the student is in breach of the College Rules, Accommodation Rules or residential caregiver agreement (each as amended from time to time) including where the breach occurs prior to course commencement;
- the College is unable to guarantee the accommodation arrangements for students under 18 (including students who will live with a parent or residential caregiver);
- the student does not have sufficient funds to pay tuition fees (and any other fees/costs) payable in relation to the programme of study and/or accommodation arrangements;
- the College is unable to provide the course (including if the College ceases to be a signatory or provider (as those terms are defined in the Education Act 1989)); or
- the student or their parents fail to declare any relevant (as determined by the College) behavioural or disciplinary history or any health or mental health conditions (prior or existing) which the College views as a serious omission.

Miscellaneous

Intellectual Property

All intellectual property created by the student while attending the College will be owned exclusively by and for the benefit of the College.

Student Accommodation

- International students under the age of 18 are required to board with homestay families registered and approved by the College for the duration of their study. Exceptions are only made for students who are staying with close family relatives year round (as "residential caregiver" as defined in the Code). Any such arrangement must meet with the approval of the Head of International Student Services and Support and/or College Principal.
- Students who are under 18 and who live with a parent are required to have their accommodation arrangements approved by the College. The U18 Accommodation Guarantee and Service Fee will apply.
- The minimum length of student accommodation normally provided by the College is 8 weeks. Transport to and from the College is not included. Please note that a minimum advance payment of 24 weeks student accommodation is normally

required for long term students. Advance payments of up to 40 weeks may be applicable to students from certain countries, as per visa regulations issued by Immigration New Zealand. Such fees will be held in support of any guarantee UP Education has been required to give to Immigration New Zealand.

- Fees for Homestay or other accommodation paid to UP Education will be held in bank account in the name of FNZHL (as described in more detail in the section entitled "Payment of Fees" above) for the student and released as required for payment of accommodation expenses.
- The possession, carrying, storing or discharge of any firearm (including any air gun, air rifle or air pistol) on or in any student accommodation (including any Homestay accommodation) is strictly forbidden.
- For further information regarding accommodation arrangements for international students please refer to the IS Policy available at www.upeducation.nz.

Conditional Acceptance

In the student's interview (where applicable), there were a series of questions under the heading "Disciplinary Record". This Contract of Enrolment is conditional upon the answers given being true and, further, upon there being no change to those answers up until the student's first day at the College.

Complaints Procedure

The College has a set procedure to resolve complaints. If the complaint is unable to be resolved satisfactorily within the College, it can be taken to the Principal/College Executive or sent in writing to a Principal/College Executive member as per the internal complaints process. If it is still not resolved, then the complaint can be taken to the NZQA, who will process the complaint. NZQA is a government organisation and they can provide an independent assessment of the complaint. Raising a complaint with NZQA will not adversely affect a student's immigration status.

Students can download the complaint form from:

<http://www.nzqa.govt.nz/assets/Providers-and-partners/Code-of-Practice/formal-complaint-form.pdf>
Completed complaint forms, along with any supporting evidence, can be sent to:

The Complaints Officer
Quality Assurance Division
New Zealand Qualifications Authority
PO Box 160
Wellington 6140
or

email or scan the completed form along with scans of any supporting evidence to qadrisk@nzqa.govt.nz.

For more information on the complaint process, students can contact NZQA on 0800 697 296 or refer to the Student Handbook.

Medical and Travel Insurance

International Students must have current medical and travel insurance which meets UP Education's approved requirements while studying in New Zealand.

Obligation by the College

The College undertakes to provide tuition as set down from time to time in the prospectus.

The College may decline to offer a subject if there are insufficient

students wishing to study it or there is no staff member available to teach the course. At times, it may also be necessary to dose the roll in a subject if it is deemed to be full by the College Board.

Liability

To the fullest extent permitted by the Fair Trading Act 1986, Consumer Guarantees Act 1993 or otherwise at law or in equity, the College's liability, whether arising as a result of any breach of this Contract of Enrolment or on any other ground or basis (including liability as a result of negligence), will be limited to the fees actually paid by the student or applicant(s) or any other person (in respect of the student's or the applicant(s) tuition) to the College. Except for any liability arising from the Fair Trading Act 1986 or Consumer Guarantees Act 1993, under no circumstances will the College be liable to the student or the applicant(s) or any other person for indirect or consequential loss or damage of any kind (including loss of profits).

Amendments

- As at September 2020, every attempt was made to present accurate information (including the fees) in this application form.
- UP Education reserves the right to change the programmes it offers and the fees, terms and conditions applicable to those programmes. UP Education will give students reasonable notice prior to making such a change. Where such a change has a material adverse effect on the student, the student may terminate this Contract of Enrolment by giving notice to the College within two weeks of being informed of the change. Where the student terminates this Contract of Enrolment, the student will be entitled to receive a refund of any funds paid which relate to the period after the termination date.
- For the avoidance of doubt, the fees and material terms and conditions which apply at the time that the student is offered and accepts enrolment to a College will apply throughout that enrolment.
- For the most up to date Contract of Enrolment, IS Policy, fees and course information, please refer to our website www.upeducation.nz.

Unaccompanied International Students

Unaccompanied international students are accepted into UP Education Colleges from age 13. UP Education will not admit students who are under the age of 13 on the date their programme commences.

Name of student:

Student ID #

Signature of student:

Day Month Year

(For student under age of 18 only)

Name of parent/legal guardian:

Signature of parent/legal guardian:

Day Month Year

Declaration

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| <ul style="list-style-type: none"> I/We confirm acceptance of the place offered by the College (UP International College New Zealand Limited). I/We understand this reserves a place for the student named below and that the registration, accommodation placement, accommodation and tuition fees must be paid as per the Contract of Enrolment (which is attached to the UP Education Information and Application Form). I/We note and accept the requirements regarding payment of fees and the conditions relating thereto. (For full details, see the "Payment of Fees" and "Refund Policies" sections of the Contract of Enrolment). I/We agree that the College has arranged to protect student fees as described in the "Summary of terms implied by statute" section of the UP Education Information and Application Form (Statutory Terms). I/We agree that the schedule of fees indicated on the Request for Payment at the time the offer of place was issued is correct. I/We agree that all fees will be transferred to a bank account in the name of New Zealand Holdco 2018 Limited (NZHL). Fees will be transferred from that account to the School/College's operating accounts after commencement, in stages as the course is completed. To further ensure compliance with the Code of Practice, NZHL has entered into a guarantee for the benefit of the College's students, pursuant to which NZHL guarantees the payment of all refunds payable to students in accordance with applicable law. I/We understand that payment of all fees as specified in the Request for Payment supplied with the offer of place is required prior to being able to commence study. I/We agree that the student fees held as described in the Statutory Terms will be released in the following manner: <ol style="list-style-type: none"> Homestay expenses fortnightly Living expenses monthly Tuition fees at the end of each term or cycle Medical and travel insurance – upon arrival at the College and then on the renewal date Other items as advised I/We authorise Immigration New Zealand to provide the College with any personal details regarding the student's immigration status, including any information that has been submitted to Immigration New Zealand in the course of any visa or permit application. | <ul style="list-style-type: none"> I/We agree that unless the student has their own medical and travel insurance policy that meets the approval of the Head of International Admissions at the time of enrolment, UP Education will arrange a medical and travel insurance policy. To activate the policy, UP Education will provide the insurance company with the student's email address. This policy will be automatically renewed (unless declined by the insurance provider) while the student is enrolled at the College. I/We note and accept that the course plan of the student on arrival is the course plan indicated on the offer of place issued in accordance with the student request and subject to meeting stated entry requirements. I/We note and accept that any international student under the age of 18 must board with one of the College's registered or approved homestay families, or live in accommodation that is approved by the College. I/We confirm that the information supplied in the UP Education Information and Application Form is true and correct. I/We agree to advise the College immediately should the student's disciplinary record change to the extent that the information provided upon application or in an interview (either at the College or by telephone or email) would now be different. I/We agree to the use (including disclosure) of student information by the staff of the College and the parent/student appointed representative for any purpose related to the education or well-being of the student concerned, both before and after admission. I/We hereby authorise the College to release, or make available through electronic or other means, to the student and the parents and/or guardians of the student any information about the student which it creates, or receives in the course of the student's enrolment with the College, including course results and personal information relating to the student's well-being. I/We agree that we will notify the College of any changes in contact details, accommodation type and residential address, both before and after admission. I/We guarantee the good behaviour of the student in New Zealand. I/We understand that the provision of false enrolment information could lead to withdrawal of an Offer of Place, termination of the Contract of Enrolment and/or expulsion of the student. | <ul style="list-style-type: none"> I/We accept the right of the College to effect a course change if this is seen to be in the best interest of the student. I/We agree to be bound by the Contract of Enrolment (which incorporates the International Student Policy and the Statutory Terms referred to therein), as found in the UP Education Information and Application Form and to ensure that the student complies with the College Rules, Accommodation Rules and any residential caregiver agreement. I/We consent to receive electronic messages from the College regarding services offered by UP Education. I/We agree that the student is responsible for all their books, equipment, computers, tablets and personal items, and I hereby release UP Education from all liability and claims for loss or damage to such items, however caused. I/We agree that when the student studies a course where UP Education loans an iPad that the student takes all reasonable care of the device and is responsible for paying the costs of repairing any damage or loss incurred during the period of the loan; at the end of the course the iPad, charger, cable and cover will be returned undamaged. I/We have disclosed to the College all information related to past disciplinary measures (including any suspension or expulsion) and/or any special learning and/or behavioural needs and/or prior known medical or mental health conditions. Furthermore I/We agree that the College may withdraw an Offer of Place and terminate the Contract of Enrolment if after arrival the College is made aware of any information that should have been disclosed at the time of enrolment. I/We understand that the student may be required to attend organised excursions and activities as part of the programme of study. I/We consent that the UP Executive Principal may act as guardian for the student if the need arises when the student has medical or mental health issues and that the UP Executive Principal may act in the best interests of the student and parents. I/We agree to indemnify UP Education for any expense, loss, damage or liability of whatsoever nature as a result of authorising and arranging such emergency medical treatment. I/We agree that any images taken of the student throughout the period of enrolment may be used by the College for promotional purposes. I/We agree to access Sonder - a free 24/7 safety and wellbeing service for all international students to be used for the duration of my study with UP Education. |
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Nothing in this document will release the student or the parent/guardian from any obligation, liability or undertaking under the Contract of Enrolment and/or any other document related to or connected with the enrolment of the student in the College. I/We declare that we have read and understood the above declarations and agree to them.

Name of student:

Signature of student:

Name of parent/legal guardian:

(For student under 18 only)

Signature of parent/legal guardian:

(For student under 18 only)

Day Month Year

Day Month Year

This summary records the minimum requirements imposed on the School/College (UP International College New Zealand Limited) by statute as at the date of publication of this application form. The summary will be deemed to be incorporated into each Contract of Enrolment.

The summary is not intended to be a substitute for the statutory requirements and in the event of any conflict between the summary and a statute, the terms of the relevant statute will prevail. If any relevant statute is amended following the date of publication of this summary and such an amendment imposes more onerous or obligations on the School/College then this summary and the relevant Contract of Enrolment will be deemed to be amended accordingly.

Student fee protection

The Education (Pastoral Care of International Students) Code of Practice 2016 (the Code of Practice) (and the associated guidelines) contain provisions relating to the protection of student fees.

All fees received will be paid to a bank account in the name of New Zealand Holdco 2018 Limited (NZHL). Fees will be transferred from that account to the School/College operating accounts after commencement, in stages as the course is completed. To further ensure compliance with the Code of Practice, NZHL has entered into a guarantee for the benefit of the College's students, pursuant to which NZHL guarantees the payment of all refunds payable to students in accordance with applicable law.

In the event a programme is terminated and alternative tuition services are not provided, the student may be entitled to a refund of prepaid student fees pro rata for the balance of the course based upon the number of full weeks required to complete the programme subject to and in accordance with the refund policies set out in the Contract of Enrolment.

Privacy

The Privacy Act 1993 came into force on 1 July 1993 with the stated aim of protecting the privacy of natural persons. It requires the School/College to collect, use, store and disclose personal information in accordance with the twelve information privacy principles in the Act available on the Privacy Commissioner's website at (refer to <https://privacy.org.nz/the-privacy-act-and-codes/privacy-principles/>).

The School/College complies with the principles of the Privacy Act 1993 (and the information privacy principles in that Act) in respect of personal information. Personal information is collected by the School/College during the enrolment process and during the period in which the student is enrolled at the School/

College and is intended for use in connection with the education and well-being of the student. Information will be stored on School/College files and databases and all practicable security measures will be maintained. A unique identifier will be assigned to each student, which will be used in conjunction with a secondary means of identification or password/PIN. Staff members and other personnel within the School/College or within agencies under contract to the School/College will have access to student personal information for purposes relevant to normal School/College operations including but not limited to: student recruitment, marketing, admission, enrolment, study, academic progress, tuition fees and charges, establishing and maintaining academic records, assessment, academic agreements (scholarship providers or sponsors, programme delivery partners), academic advice and support, student services, discipline, security and safety, Library and IT services, managing records of graduates, and other alumni, and managing and improving the quality of services provided by the School/College.

In order to conduct its proper business and as required under the Education Act 1989 and other laws, regulations, and contractual agreements by which it is bound, the School/College may use the student information it holds and may disclose information to external agencies such as government departments, bodies responsible for course moderation and professional accreditation or membership, agencies for financial support and pastoral care. This includes use and disclosure as required for the School/College to comply with the requirements of the Ministry of Education (student statistical returns), New Zealand Qualifications Authority (Record of Learning registration and Unit Standard outcomes), Tertiary Education Commission (funding returns), Industry Training Organisations (funding and academic outcomes), Ministry of Social Development (confirmation of enrolment and academic outcomes), Inland Revenue Department (student loan interest rebate) and Immigration New Zealand (if the student is not a New Zealand citizen or permanent resident).

In addition, the School/College may disclose personal information to Government agencies such as the New Zealand Police, Department of Justice, Ministry of Social Development and the Accident Compensation Corporation (ACC). In signing the Acknowledgment Section of this Information and Application Form and the Enrolment Acceptance Form when the student accepts an offer to study the student authorises such disclosure on the understanding that the School/College will observe the general conditions governing the release of information, as set out in the Privacy Act 1993 and the Education Act 1989.

The School/College will make information held about a student available to the student upon request and in accordance with the Privacy Act 1993, which also describes the conditions under which information may be withheld. Students have the right to request correction of personal information held in accordance with the provisions of the Privacy Act 1993. If a student withholds information or provides incomplete, false or misleading information the School/College may decline or cancel the admission or enrolment and may withhold the academic record if its veracity cannot be confirmed.

Code of Practice requirements

The School/College has agreed to observe and be bound by the Education (Pastoral Care of International Students) Code of Practice 2016 administered by the Ministry of Education. A copy of the Code and the associated guidelines are available on the NZQA website at: nzqa.govt.nz/providers-partners/education-code-of-practice/

Immigration

Full details of visa and permit requirements, advice on rights of 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: immigration.govt.nz

Eligibility for health services

Most international students are not entitled to publicly funded health services while in New Zealand. If you receive medical treatment during your visit, you may be liable for the full costs of that treatment. Full details on entitlements to publicly funded health services are available through the Ministry of Health, and can be viewed on their website at: moh.govt.nz

Accident insurance

The Accident Compensation Corporation (ACC) provides accident insurance for all New Zealand citizens, residents and temporary visitors to New Zealand, but you may be liable for all other medical and related costs. Further information can be viewed on the ACC website at: acc.co.nz

Goods and Services Tax (GST)

All fees are quoted in New Zealand dollars and include Goods and Services Tax (GST) where applicable. This is a New Zealand Government tax payable on the supply of goods and services. GST is currently set at 15 percent and applies to all services that we deliver. Further information can be found at: classic.ird.govt.nz/gst/gst-registering/gst-about/

Studentsafe
Medical & Travel Insurance

Studentsafe Inbound Learners



InsurancesafeNZ

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Schedule of Benefits

The Schedule of Benefits sets out a summary only of the cover that is provided under each plan and the most we will pay in total for all claims under each section.

Where an 18 months policy duration has been selected, the maximum claimable amount will apply for each 12 month period or part thereof.

IMPORTANT - Please note: A maximum total limit applies for all claims by all Insured Persons under certain sections and other limits, sub-limits, conditions and exclusions apply. Where used, 'unlimited' only means that there is no capped dollar sum insured and all costs and expenses must be reasonable. Terms, conditions, limits and exclusions apply as set out in the Policy Wording.

Policy benefit	Maximum claimable amount
	Studentsafe Inbound Learners
SECTION 1 - MEDICAL AND RELATED EXPENSES	Unlimited
Subject to the following sub limits:	
Medical expenses - terrorism	Unlimited
Medical expenses whilst You temporarily return to Country of Origin	\$200,000
Continuing Treatment (following repatriation to Your Country of Origin)	\$20,000
Alternative Medical Treatment	\$500
Emergency Dental	\$500
Optical	\$200
Mental Illness	\$20,000
Accompanying relatives	\$100,000
Residential Nursing Benefit and Scholarship Student Living Allowance	
• Residential nursing	\$2,500
• Living Allowance	\$3,000
Incidental Hospital Expenses	\$2,000
Funeral Expenses	\$100,000
Search and rescue	\$10,000
Sexual Health	\$215
SECTION 2 - REPATRIATION AND TRAVEL DISRUPTION	Unlimited
Subject to the following sub limits:	
Repatriation and travel disruption - terrorism	\$100,000
Loss of Deposits (including any non-refundable education provider fees)	\$100,000
Repatriation due to mental illness	\$25,000
Resumption of travel	\$30,000
False Arrest	\$10,000
Hijack cash benefit (\$100 per day)	\$2,000
Rental Vehicle return	\$1,000
Travel Delay	\$10,000
Missed Transport Connection	\$25,000
Epidemics and Pandemics Denied Boarding (\$200 per day)	\$1,400
SECTION 3 - LUGGAGE, PERSONAL EFFECTS, TRAVEL DOCUMENT, MONEY AND CREDIT CARDS	\$25,000
Subject to the following sub limits:	
Maximum limit any one item or pair of items	\$2,500
Fire Damage to property	\$5,000
Deprivation of luggage	\$1,000
Replacement of travel documents	\$3,000
Unauthorised use of travel documents	\$5,000
Money lost or stolen	\$1,000

SECTION 4 - DEATH AND TOTAL DISABLEMENT BY INJURY	\$50,000
SECTION 5 - PERSONAL LIABILITY	\$2,500,000
Subject to the following sub limits:	
Residential Property Damage	\$500,000
SECTION 6 - KIDNAP AND RANSOM	\$250,000
SECTION 7 - RENTAL VEHICLE EXCESS	\$5,000

Introduction

All international students studying in New Zealand are required, by the Code of Practice for the Pastoral Care of International Students, to have medical and travel insurance for the duration of their study. The Studentsafe Inbound Learners policies are designed for this purpose.

Policy Features

The general information on this page does not form part of the Policy Wording but outlines some aspects of the insurance cover and how it is uniquely designed to protect international students.

Studentsafe Inbound Learners

Non-New Zealand residents, who temporarily reside and study in New Zealand, and will be attending an adult tertiary or Educational Institution, are eligible for the Studentsafe Inbound Learners policy.

This policy offers the following features:

- Cover for medical and repatriation expenses
- Cover for the student's travel to and from New Zealand
- Luggage and Personal Effects
- Money
- Emergency assistance provided 24 hours/7 days a week
- Optical expenses
- Deprivation of luggage
- Kidnap and Ransom
- Selected cover for Epidemic and Pandemic Diseases

Policy extensions available:

- Increased cover for specified high value items
- Cover for Pre-existing Medical Conditions

The benefits set out above are a summary only of some of the cover available under this policy. Terms, conditions, limits, sublimits and exclusions apply. To fully understand this policy, You must read the Policy Wording.

Arranging Additional Cover for Family

You can also apply for cover for your spouse and any financially dependent children 18 years of age and under who are travelling with you to New Zealand for the duration of your study. To apply for cover, you must complete a Family Member Application Form. Please ensure that you read the Policy Wording in full before applying to ensure it will meet your needs.

General exclusion for Pre-existing Medical Conditions

Allianz Partners will not pay under any section of the policy for any claim arising directly or indirectly from your Pre-existing Medical Condition unless:

- a) the condition has been declared and accepted by us in writing as an Insured Pre-existing Medical Condition; or
- b) the condition was first diagnosed and coverage was provided under your continuous policy; or
- c) cover is provided under Section 1(7) Mental Illness in New Zealand.

There is also no cover for your Relative's Pre-existing Medical Condition or anyone on whose health your travel depends. Refer to the full Policy Wording for details, including the definition of Relative.

Pre-Existing Medical Condition

This means any medical or physical conditions or circumstances:

- a) which you are aware of, or ought to have been aware of; or
- b) for which advice, care, treatment, medication or medical attention has been sought, given or recommended; or
- c) which have been diagnosed as a medical condition, or a sickness or which are indicative of a sickness; or
- d) which are of such a nature to require, or which potentially may require medical attention; or
- e) which are of such a nature as would have caused a prudent, reasonable person to seek medical attention prior to the start date of cover under this policy.

Arranging Cover for Pre-existing Medical Conditions

Pre-existing Medical Conditions are not automatically covered under the policy, however you and your family can apply for cover for these conditions.

If you require cover for your Pre-existing Medical Condition(s), you must complete a Medical Risk Assessment Form, and send it to assess@medicalhotline.co.nz within 28 days of your arrival in New Zealand. If Allianz Partners do not receive your Medical Risk Assessment Form within 28 days of your arrival in New Zealand, they will be unable to process your medical assessment and your Pre-existing Medical Condition(s) will remain excluded. On review of your Medical Risk Assessment Form, Allianz Partners will confirm whether cover for the condition is approved. If they confirm cover, an additional premium may be payable.

Selected Cover for Epidemic and Pandemic Diseases

The Studentsafe Inbound Learners policy has introduced selected cover for epidemic and pandemic diseases including Covid-19.

The cover offers the provision to claim for cancellation and medical expenses should you contract an epidemic or pandemic disease such as Covid-19 after purchasing your policy. If you contract an epidemic or pandemic disease after purchasing your policy and can no longer travel, you will have the provision to claim for the cost of flights and hotel accommodation. You will also have cover for medical claims directly related to an epidemic or pandemic disease which will apply after you commence your journey if you contract the epidemic or pandemic disease.

Additional Insurance Cover

If, during your time in New Zealand, you are planning to travel to countries not covered by your Studentsafe Inbound Learners policy, other options are available at www.insurancesafenz.com.

A discount of 15% applies to insured students. The 15% discount applies to our standard pricing and any additional premium for pre-existing medical cover but does not apply to any additional premium for specified items. Use the promo code **LEAVIP15** to receive your discount.

Period of Insurance

COVER START DATE

Individual Policy

Means the period from the commencement date shown on the Certificate of Insurance except for section 2(1) where cover shall start on the day the premium is paid.

Group Master Policies

The Period of Insurance starts on the later of:

- i. 31 days prior to the Course Start Date, including Transit from Your Country of Origin to New Zealand, for Students who were not insured under the Policy in the preceding term; or
- ii. Any date that we have otherwise agreed in writing.

Continuing Cover for Returning Students

For students who were insured under the policy in the preceding term and who are continuing with their course of study, or enrolling in a further course of study at the Educational Institute, cover continues between terms/semesters. This includes full travel cover whilst in transit between New Zealand and your Country of Origin or for holidays to Australia, Bali, Lombok and the Islands of the South Pacific.

Cover End Date

Depending on the type of policy you have, and whether you are an Annual or Part Year Student, the cover end date could vary. Please refer to the Policy Wording on Page 9 for the end dates of the following:

Individual Policy

Group Master Policies

Annual Students

Part Year Students



Making a claim

Visit www.insurancesafenz.com/claims to access the online claims portal or download a Claim Form.

You will need your:

- Student ID number
- Bank account details for payment of the claim
- Documentation to support the claim: medical reports, police report, receipts, airline tickets, proof of ownership, etc

Completed forms can be emailed to claims@insurancesafenz.co.nz

Worldwide Emergency Assistance

In the event of an emergency while travelling outside New Zealand

Please contact Emergency Assistance on +64 9 488 1638 (worldwide collect). The team will help with medical problems, locating the nearest medical facilities, your evacuation, locating the nearest embassies and consulates, as well as keeping in touch with your family in an emergency.

Important Claims Information*

- An excess is the amount you will pay towards your claim. The amount of excess to pay is specified in the Policy Wording.
- You are required to take reasonable care in protecting your property from theft, loss or damage.
- Household goods such as fridges, furniture and televisions are not covered.
- Cover is not provided for health screening, medical costs for immigration and contraceptives.
- In the case of an accident, make a claim with the Accident Compensation Corporation (ACC) in the first instance. For amounts not covered by ACC, make a claim under your policy and submit it for consideration.
- If you have been referred to a specialist, or for additional tests, you can contact us to obtain pre-approval. Apply for pre-approval by following the same process as making a claim, however be sure to indicate that it is for a pre-approval. Once pre-approval has been granted by Allianz Partners, they can often pay the hospital or medical practice directly.

* The above is a claims information summary only. Please refer to the Policy Wording for the full terms, conditions, limits, sub-limits and exclusions that apply.

For claims assistance within New Zealand call 0800 486 004.



The contents of this brochure is a guide only. To fully understand the cover, please read the Studentsafe Inbound Learners Policy Wording.

The Policy Wording is available at www.insurancesafenz.com. It contains detailed terms, conditions, limits and exclusion information. The website is also packed with great information on how to understand the policy cover better, commonly asked questions, how to claim, how to keep safe, and how to enjoy living in New Zealand.

If you have further questions, contact us or visit your student office. Enjoy your time here and **#studysafely**

Contact the InsurancesafeNZ Team

Toll Free 0800 486 004 or

+64 9 488 1638 or

visit us online at

www.insurancesafenz.com

Studentsafe Inbound Learners has been developed in association with Mercer Marsh Benefits. It is issued and managed by AWP Services New Zealand Limited trading as Allianz Partners, Level 3, 1 Byron Avenue, Takapuna, Auckland and is underwritten by The Hollard Insurance Company Pty Ltd ABN 78 090 584 473 (Incorporated in Australia) ("Hollard"), Level 26, 188 Quay Street, Auckland 1010.

Financial Strength Rating and Overseas Policyholder Preference Disclosure Notice

The Hollard Insurance Company Pty Ltd has a financial strength rating of A- (Excellent) issued by A.M.Best Company Inc. The Rating scale is:

A++, A+ (Superior)	C++, C+ (Marginal)	E (Under Regulatory Supervision)
A, A- (Excellent)	C, C- (Weak)	F (In Liquidation)
B++, B+ (Good)	D (Poor)	S (Suspended)
B, B- (Fair)		

An overseas policyholder preference applies. Under Australian law, if The Hollard Insurance Company Pty Ltd is wound up, its assets in Australia must be applied to its Australian liabilities before they can be applied to overseas liabilities. To this extent, New Zealand policyholders may not be able to rely on The Hollard Insurance Company Pty Ltd's Australian assets to satisfy New Zealand liabilities.

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you by:  **Marsh**

Allianz  Partners

Critical Incidents / Emergency Policy

We have a comprehensive policy for "Managing Critical Incidents". It is written for our staff. However, a copy is available on request.

Student Code of Conduct

All students are expected to:

1. Attend all classes.
2. Always be in class on time and ready to learn.
3. Follow the given guidelines for good learning.
4. Ensure that all work submitted for assessment is their own work.
5. Only use electronic devices in class time for work directed by the teacher.
6. Act in a way that does not disrupt the learning of others.
7. Respect the personal property of others.
8. Respect the personal rights of others.
9. Respect College Property and learning environment.
10. Abide by all College regulations and requirements.
11. Behave in ways that do not create health and safety hazards, impede operational activities, or bring the College into disrepute.
12. Comply with all reasonable directions/instructions given by a staff member.
13. Dress in an appropriate manner that respects the values of a multi-cultural campus.
14. Wear appropriate footwear at all times. This is a health and safety requirement.
15. Comply with the non-smoking/vaping regulations and not smoke/vape in any area of the premises, except those designated as smoking/vaping areas.
16. Refrain from accessing, altering or removing items from the records of any present or past student or staff member, in either printed or electronic form. No information pertaining to present or past students or staff members may be provided to any other party.
17. Comply with New Zealand laws and regulations.

Physical Education / Team Games

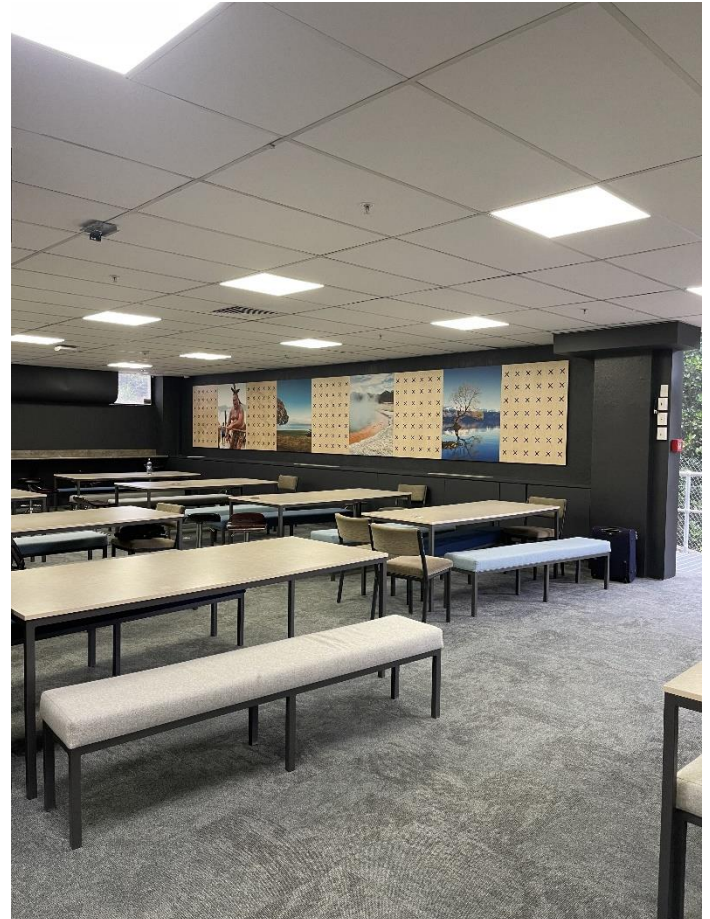
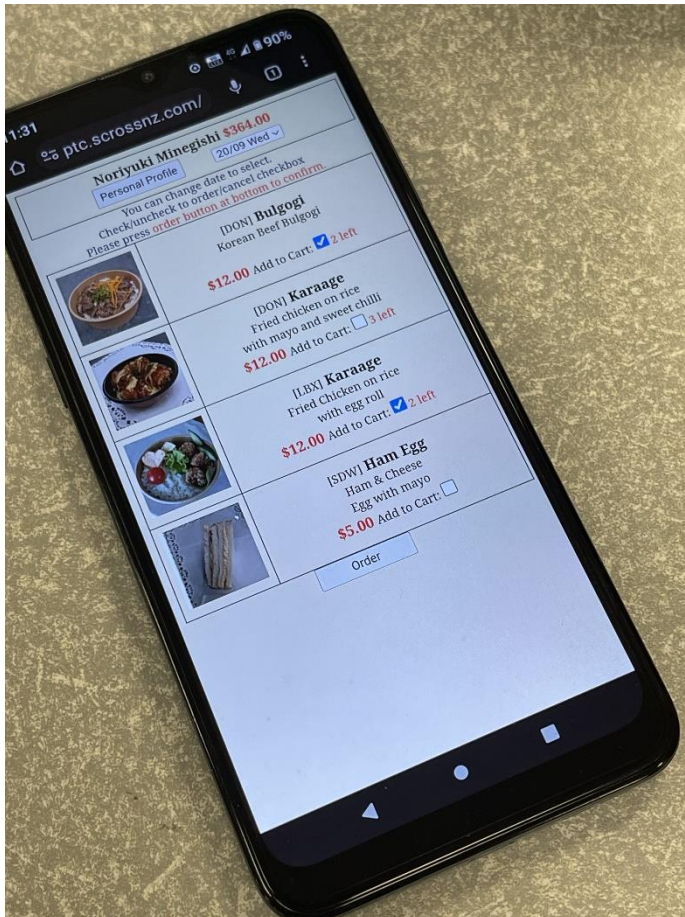
Students need to bring the following during PE sessions:

- Sport shoes and socks
- Sport shorts (or warm long sport pants for colder weather)
- Sport t-shirt (and warm long-sleeved sweatshirt for colder weather)
- No jewelry (earrings, rings, toerings, necklaces, bracelets, bangles, watches, etc.) or other items that can cause injury or accidents



School Lunches

Students will not be leaving the building during the school day, so we are providing lunch arrangements. Students can bring the packed lunch they receive from their home stay, or they can buy their lunch in our student canteen, or order it on the app, the day before.



Education outside the classroom

Students will be going on curriculum trips and visits to receive specialist teaching, as well as enjoyable sporting and activity events around the city. By enrolling in the PLP Pathway programme, you consent for your student to attend these events. We do an extensive risk assessment for the venue and transport, prior to the event, and the class teacher will always be in attendance.



Remuera Golf Club



Royal Akarana Yacht Club



Eden Epsom Tennis & Squash Club



www.up.education