



## **Outcome 15: Offers, Enrolment, Contracts and Insurance Policies and Procedures**

As Signatories of the Code Otamatea Christian School will-

### **15 Outcome 3 Offers, Enrolment, Contracts and Insurance**

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

(b) ensure that international students (or the parents or legal guardians of international students under 18 years) have the information required to understand their interests and obligations before entering into a legally binding contract with a signatory; and -

(ba)

ensure that each contract of enrolment is fair and reasonable; and

(bb)

ensure that any disciplinary action is taken in accordance with the principles of natural justice; and

(bc)

ensure that international students have the appropriate insurance coverage, including insurance covering travel costs, medical care, and costs associated with repatriation, expatriation, and funeral expenses; and

(c) ensure that proper documentation is kept and, where appropriate, provided to international students (or the parents or legal guardians of international students under 18 years).

### **16 Process: offer of educational instruction**

Otamatea Christian School will ensure that the educational instruction on offer is in accordance with the Act and is appropriate for international students' expectations, English language proficiency, and academic capability.

### **16A Process: information to be provided before entering contract**

1. Otamatea Christian school will ensure that international students receive, as a minimum, information about the following before entering into a contract with the student

(a) the most recent results of evaluations by quality assurance agencies

**Procedure:** Make available on the website NZQA Accreditation Status and links to ERO Reports. Ensure that International Students/Guardians (if student is under 18) are made aware of these verbally or by referring them to the Website.

(b) compliance notices and conditions imposed under the Act that the code administrator directs must be disclosed to prospective international students.



98 Hurndall Street  
Maungaturoto  
Phone: 09 431 8487

[otamateachristianschool@gmail.com](mailto:otamateachristianschool@gmail.com)

<https://www.otamateachristianschool.com>

**Procedure:** Compliance notices and Conditions

imposed under the Act will be disclosed to

prospective international students as soon as possible this may be in written form or when meeting with the students.

(c) The education provided and its outcome, for example, whether a qualification is granted:

**Procedure:** This information will be made available in the International Student Brochure briefly and with more comprehensive information about qualifications that will be gained are available in the Student Prospectus. Any changes to the qualifications will be updated by the school secretary in liaison with the leader for the Senior Students as soon as the changes apply.

(d) refund conditions that comply with the outcome and process in clause 29 and 30:

**Procedure:** Refer Refunds Policy

This Policy will be made available to International Students through the school website and outlined in the International Student Handbook and the International Student Prospectus.

(e) staffing, facilities, and equipment:

**Procedure:** Information on these things is available in the International Student Handbook and International Student Prospectus.

(f) available services and supports:

**Procedure:** Information on these things will be made available in the International Student Handbook.

(g) insurance and visa requirements for receiving educational instruction from the signatory:

**Procedure:** Information on these things is available in the International Student Handbook and International Student Prospectus .

(h) this code and the DRS rules:

**Procedure:** Each student/guardian is to be given a hard copy or a link to the NZQA website so that they can access the Code. Where possible the Code will be made available in English and their own language. Main parts of the Code will be highlighted especially in relation to Refunds Policy, Termination of Tuition, Grievances and the DRS rules. Where necessary an interpreter in their native language will be consulted or made available to clarify anything not clearly understood.

(i) full costs related to an offer of educational instruction.

**Procedure:** According to the length of tuition the basic costs are available on our website and in the International Student Prospectus. Tuition Fees will be upgraded by the school secretary in consultation with the Otamatea Christian School Board of Governors. When fees are reviewed and new fees set each year by Otamatea Christian School Board of Governors. Please refer to Fees Protection Policy. The student/guardian needs to be made aware at the time of the Refund Policy and Fees Protection Policy so they are fully informed of what happens should tuition be terminated earlier than expected.

2. Otamatea Christian School must ensure that, before entering into a contract of enrolment or enrolling with Otamatea Christian school, each international student (or the student's parent or legal guardian, if the student is under 18 years) is informed of the student's rights and obligations in relation to receiving educational instruction from Otamatea Christian School, including the rights under the 2016 codes and the amendments to this code.



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### **16B Process: contract of enrolment**

(1)

Otamatea Christian School must ensure that a contract of enrolment is entered into between Otamatea Christian School and each international student (or the student's parent or legal guardian, if the student is under 18 years) that includes the following information and terms:

(a)

clear information about the beginning and end dates of enrolment:

(b)

the conditions for terminating the contract of enrolment:

(c)

the circumstances under which the student's conduct may be in breach of the contract of enrolment (including conduct that occurs while the student is not under the immediate supervision or control of the signatory):

(d)

the type of disciplinary action that may be taken by the signatory against the student (for example, suspension, exclusion, or the termination of enrolment):

(e)

the procedure that the signatory must follow when taking disciplinary action against the student.

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

### **16C Process: disciplinary action**

Any disciplinary action process that is taken by Otamatea Christian School must be in accordance with the principles of natural justice (which include those necessary to ensure the prompt, considered, and fair resolution of the matter that is the subject of the action).

### **16D Process: insurance**

(1)

Each signatory must ensure that, as far as practicable, each international student who is enrolled with the signatory for educational instruction of 2 weeks' duration or longer has appropriate insurance covering—

(a)

the student's travel—

(i)

to and from New Zealand; and

(ii)

within New Zealand; and

(iii)

if the travel is part of the educational instruction, outside New Zealand; and

(b)



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medical care in New Zealand, including diagnosis, prescription, surgery, and hospitalisation; and

(c) repatriation or expatriation of the student as a result of serious illness or injury, including cover of travel costs incurred by family members assisting repatriation or expatriation; and

(d) death of the student, including cover of—

(i) travel costs of family members to and from New Zealand; and

(ii) costs of repatriation or expatriation of the body; and

(iii) funeral expenses.

(2)

Subclause (1)(a)(i) and (ii) includes the student's travel to and from their country of origin or citizenship before their educational instruction begins and after it ends (which may be outside of the enrolment period).

(3)

Subclause (1)(a)(i) does not include the student's travel to other countries, unless that travel is primarily for the purpose of embarking on connecting flights to and from New Zealand.

**Procedure:** To meet the above requirements Otamatea Christian School will provide insurance to students that attend the school for two weeks or more through Southern Cross Travel Insurance (SCTI) who provide International Students with Insurance that covers the above clauses.

### **16E Process: decisions requiring written agreement of parent or guardian**

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

(1) Otamatea Christian School will ensure that international students receive, as a minimum, information about the following:

(2) Each signatory must ensure that the educational instruction on offer is in accordance with the Act and is appropriate for students' expectations, English language proficiency, and academic capability.

**Procedure:** Each student is to be assessed for English Proficiency, Literacy and Numeracy. This may be in the form of an interview and observation if the child is young and with no English skills or by using the ACE Diagnostic tools/ Speaking English with ACE and Christi Tests can also



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be used as diagnostics. All students will be run through an English Phonics Program if necessary. An individualized learning program will be made specific for each student and their needs.

(3) Each signatory must ensure that, before entering into a contract with the signatory or enrolling with the signatory, each international student (or the student's parent or legal guardian, if the student is under 18 years) is informed of the student's rights and obligations in relation to receiving educational instruction from the signatory, including the rights under this code.

**Procedure:** Each student or their legal guardian will be given access to the code and will attend an interview in which they will be informed of their rights and obligations in relation to receiving educational instruction and their rights under the code. Where possible the code will be given in their primary language. Access to an interpreter when needed will be made available as required.

(4) Each signatory must ensure that there is a written contract entered into between the signatory and each international student (or the student's parent or legal guardian, if the student is under 18 years) which includes clear information about the beginning and end dates of enrolment, the conditions for terminating enrolment, and the conditions for terminating the contract.

**Procedure:** Enrolment forms upon acceptance are to become the legal binding contract and will include beginning and end dates of enrolment and the conditions for terminating the enrolment and the conditions for terminating the contract.

(5) Each signatory: must ensure that, as far as practicable, while an international student is enrolled with the signatory for educational instruction of 2 weeks' duration or longer, the student has appropriate insurance covering—

(a) the student's travel—

(i) to and from New Zealand; and

(ii) within New Zealand; and

(iii) if the travel is part of the course, outside New Zealand; and

(b) medical care in New Zealand, including diagnosis, prescription, surgery, and hospital care; and

(c) repatriation or expatriation of the student as a result of serious illness or injury, including cover of travel costs incurred by family members assisting repatriation or expatriation; and

(d) death of the student, including cover of—

(i) travel costs of family members to and from New Zealand; and

(ii) costs of repatriation or expatriation of the body; and

(iii) funeral expenses.

**Procedure:**

Each student will be required to have insurance through Southern Cross Travel Insurance (SCTI) that covers the above criteria prior to final acceptance into the school. This will be arranged by the school and paid for by the student/legal guardian. If any student wants to supply their own insurance



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agency these things need to be covered in their policy and the policy available in an English translation. The preference for the school is that the insurance is through SCTI.

(6) Each signatory must ensure that, where appropriate, the signatory obtains the written agreement of the parent or legal guardian of an international student under 18 years to decisions affecting the student.

**Procedure:** Where possible or appropriate Otamatea Christian school will obtain written agreement from the parent or legal guardian to decisions affecting the student.

**This policy and its procedures will be reviewed each year.**

Next Reviewed May, 2022