



International Student Policy and Procedures

Purpose

The purpose of this policy is to ensure awareness of, and compliance to all legislative requirements that accompany the enrolment of international students in New Zealand TEOs.

This policy is not intended to be a substitute for the legislative requirements and in the event of any conflict between this policy and a statute, the terms of the relevant statute will prevail.

Scope

This policy applies to all international students. The Education Act 1989 (the Act) defines an international students as a person who is:

- a. Enrolled by a provider, and
- b. Is not a "domestic student" as defined in the Act

A domestic student is defined in the Act as a person who is a New Zealand citizen, a holder of a residence class visa or a person of a class or description of persons designated as domestic students by notice in the Gazette (NB: Australian citizens, permanent residents of Australia and students from the Cook Islands, Niue or Tokelau who are eligible for enrolment at The Mind Lab as domestic students).

This policy is relevant to management, all teaching, support and administrative staff involved with international students enrolments and study. Specifically, key accountabilities align to the following roles; the Director of Studies, The National Academic Director, National Academic Manager, National Academic Director and General Manager.

Policy Statements

1. New Zealand Code of Practice

- 1.1. The Mind Lab will be a signatory to and have agreed to be bound by the Education (Pastoral Care of International Students) Code of Practice 2016 (referred to in this policy as the *International Code of Practice*).
- 1.2. Information regarding the International Code of Practice will be made available to all staff.
- 1.3. Where The Mind Lab is issued compliance notices by the Code Administrator, the Director of Studies will be accountable for ensuring that these notices are disclosed to prospective international students through TML Websites.

2. Admissions and Enrolment

- 2.1. Prospective international students seeking to enrol with The Mind Lab are required to complete the appropriate Application Form (online) which includes signing off the Enrolment Contract.
- 2.2. Copies of academic transcripts, graduation certificates and other documentation supporting enrolment must be officially translated into English and verified by the issuing institution or a notary public. Unverified copies will not be accepted.
- 2.3. Academic approval will confirm that the academic, English Language and any prior learning entry requirements have been met, the published selection criteria have been followed, and that the student has a good chance of achieving the standards required for successful completion of the programme of study for which they have applied.
- 2.4. If accepted, international students will be enrolled in the selected programme of study and once enrolled, international students must comply with all Mind Lab statutory requirements.
- 2.5. As required by the International Code of Practice, The Mind Lab enters into a written Enrolment Contract (provided to prospective students) with each international student that entitles the student to receive educational instruction from The Mind Lab.
- 2.6. The Enrolment Contract will be fair and reasonable and include the minimum information and terms described in the International Code of Practice including but not limited to;
 - 2.6.1. Disciplinary procedures and obligations (see section 4)
 - 2.6.2. Withdrawal of Offer of Place
- 2.7. International students must meet minimum academic, professional and/or other entry requirements as set out in Programme Regulations of the programme being applied for. In the event that a student does not meet the requirements either a suitable stair-casing option will be presented or the student will not be offered a place.
- 2.8. International students must provide evidence that they meet English Language Requirements as set out in Programme Regulations of the programme being applied for.
- 2.9. The full enrolment of all International Students will be verified by the Director of Studies or delegate (following completion of a checklist for each applicant), and recommending to the National Academic Registrar that the enrolments are valid. Enrolments are also presented to Academic Quality Working Group for final sign-off.
 - 2.9.1. The checklist includes ensuring that immigration visas are valid; insurance documentation has been received; fees have been paid; english language requirements have been met and the enrolment contract has been signed.
- 2.10. International student capacity will be governed by The Mind Lab's capability to provide qualified academic staff, adequate resources, pastoral care and an inclusive learning environment.

- 2.11. No international student will be enrolled in a The Mind Lab programme of study that is primarily for domestic students if this would then preclude a domestic student from being admitted.

3. Withdrawal of Offer of Place

- 3.1. The Mind Lab may withdraw an Offer of Place and terminate the Enrolment Contract if:
 - 3.1.1. A student obtains entry to The Mind Lab through supplying incorrect/fraudulent documentation, prior to or following course commencement.
 - 3.1.2. The student's visa application is declined the Immigration New Zealand (or the visa has expired or is subsequently withdrawn)
 - 3.1.3. The student is in breach of the Enrolment Contract (including where the breach occurs prior to course commencement)
 - 3.1.4. The student does not have sufficient funds to pay tuition fees (and any other fees/costs) payable in relation to the programme of study
 - 3.1.5. The Mind Lab is unable to provide the course (including if The Mind Lab ceases to be a signatory or provider as defined in the Act)
 - 3.1.6. The student fails to declare any relevant (as determined by The Mind Lab) behavioural or disciplinary history or any health or mental health condition with The Mind Lab views as a serious omission.

4. Disciplinary Action

- 4.1. The Mind Lab may take appropriate disciplinary action in response to the conduct or behaviour of a student. Appropriate disciplinary action includes suspending or excluding the student and terminating the Enrolment Contract.
- 4.2. The Mind Lab can only suspend or exclude students under the Enrolment Contract.
- 4.3. In making decisions on appropriate disciplinary action, The Mind Lab will follow The Mind Lab Student Disciplinary and Appeals Policy and Procedures, and as far as practicable ensure that any such disciplinary action
 - 4.3.1. Is proportionate to the seriousness of the behaviour of the student
 - 4.3.2. Minimises the disruption to a student's attendance and facilitates the return of the student when appropriate
 - 4.3.3. Is dealt with in accordance with the principles of natural justice.
- 4.4. If a student is excluded from their programme of study, The Mind Lab will take all reasonable steps to ensure that the student has the guidance and counselling that are reasonable and practicable.

5. Student Visas

- 5.1. An offer of place at The Mind Lab does not guarantee that the student will be issued with a student visa.
- 5.2. International students must provide a verified copy of the visa (verified by a notary public, or sighted by The Mind Lab Enrolments Team (in their passport or a copy of their e-Visa). Unverified copies will not be accepted.
 - 5.2.1. If they are attending a course of less than 3 months' duration they must provide a copy of their visitor's visa (or other relevant visa or evidence of immigration status).

- 5.2.2. If the course is over 3 months they must hold a student visa, which names the The Mind Lab and the programme of study.
- 5.3. The Mind Lab Enrolments Team will verify the immigration status of applicants and their eligibility to study through the Immigration New Zealand VisaView tool.
- 5.4. A copy of the following documents will be uploaded to the student's record on The Mind Lab Student Management System.
 - 5.4.1. a photocopy of the title page and the visa page of the student's passport
 - 5.4.2. a copy of the VisaView enquiry results page
 - 5.4.3. a record of commencement and expiry dates of the visa'
 - 5.4.4. a copy of the international student's insurance policy
- 5.5. A student cannot attend or receive instruction (online or on-site) if their visa expires.
- 5.6. The Mind Lab will monitor and support the conditions under which an international student obtains a visa via Immigration New Zealand through an alerts system via the Mind Lab Student Management System, and tracked by the Enrolments Team.
- 5.7. If the Mind Lab identifies any known or suspected breaches of relevant immigration conditions by international students, the Director of Studies will report this to the Immigration New Zealand contact for Education Providers.
- 5.8. Where a termination of enrolment (approved by National Academic Director) occurs before the end of the anticipated enrolment period, the Director of Studies will inform Immigration New Zealand by completing the termination of enrolment form.
- 5.9. Full details of immigration requirements, advice on immigration rights and reporting requirements are available from [Immigration New Zealand](#).

6. Student Fees

- 6.1. Tuition fees and other fees for international students are reviewed annually and are set at a level which ensures that international students attending The Mind Lab are not subsidised by domestic students.
- 6.2. International student tuition and other fees are published on The Mind Lab Application Form and on The Mind Lab website (www.themindlab.com).
- 6.3. The Mind Lab will comply with payment of the Export Education Levy (expressed as a percentage of Tuition Fees) set by The New Zealand Government, payable in respect of all international students.
- 6.4. Student fees and other costs must be paid in full as per the Fee Request provided (subject to any agreed payment variation). Any payment variation must be approved by the Mind Lab General Manager.
- 6.5. All funds received in payments of international student fees are protected in accordance with The Mind Labs Student Fee Protection Policy, which complies with the requirements of the Act, the International Code of Practice and other applicable laws.

7. Refunds

- 7.1. Any tuition fee refunds are payable only in accordance with the refund policy set out in the Enrolment Contract.
 - 7.1.1. International students who withdraw their application or enrolment before the start date of the programme will receive a 100% refund of tuition fees. A \$500 administration fee may be deducted at the discretion of the General Manager.

Clause 7.1.1 is applicable when a student withdraws because they have not been able to obtain a study visa; or voluntary withdrawal by a student.

7.1.2. International students who withdraw their application between the start dates of their programme but before the 10% date, will receive a 100% refund of paid tuition fees less a \$500 administration fee.

Clause 7.1.2 is applicable when a student voluntarily withdraws.

7.1.3. International students who withdraw their application after the 10% date of their programme will receive a refund of any courses that they have not yet started.

Clause 7.1.3 is applicable when a student voluntarily withdraws.

7.2. Fee reimbursements in the following situations will comply with the NZQA Student Fee Protection Rules 2013 as indicated in The Mind Lab Student Fee Protection Policy.

7.2.1. The Mind Lab as a signatory ceases to provide a programme of study as contracted with a student

7.2.2. The Mind Lab ceases to be a signatory to the International Code of Practice

7.2.3. The Mind Lab ceases to be a tertiary education provider.

7.3. Approved refunds will only be made to the country or account the funds were received from.

8. Medical/Travel Insurance

8.1. Medical and travel insurance is compulsory for international students (on specific study visas and studying for more than 2 weeks at The Mind Lab).

8.2. As part of the application process, and as required by the International Code of Practice, The Mind Lab will ensure that all students hold an approved medical and travel insurance policy.

8.2.1. The Mind Lab provides a list of recommended Insurance Providers to prospective students through the International Student Handbook and website.

8.2.2. If students obtain insurance from providers that are not on the recommended list, a full copy of the insurance policy must be provided during enrolment so that The Mind Lab can verify that all medical and travel circumstances outlined in the International Code of Practice are covered.

8.3. Enrolment into courses cannot be activated until a student has provided The Mind Lab with evidence of a valid insurance policy to cover travel and medical insurance.

8.4. Students are required under the International Code of Practice to have approved insurance from the time they depart their home country and until they return home.

8.5. For each student, The Mind Lab will record the name of the Insurer, Policy number, and start and finish dates in the Student Management System.

9. Agents and Off-Shore Recruitment

9.1. The Mind Lab will not be contracting International Agents for the recruitment of International Students.

10. Accommodation

- 10.1. The Mind recognises the importance of providing international students with a suitable living environment conducive to study, and to assist their integration into the New Zealand context.
- 10.2. The Mind Lab will take all reasonable steps to assist students with finding accommodation available when they arrive in New Zealand.
 - 10.2.1. The Mind Lab may contract a third party to assist with accommodation support.
 - 10.2.2. Where advice and assistance is being made to students aged over 18 with regard to other forms of accommodation, it will be made clear that no assessment of the suitability of the accommodation has been made.

11. Programme Commencement

- 11.1. All international students must arrive in New Zealand prior to the published commencement date.
 - 11.1.1. Where, due to exceptional circumstances, the student is not able to arrive on time, they may, with the permission of the National Academic Director, commence their programme late.
- 11.2. The Enrolment Confirmation Letter issued when all fees have been paid and all other enrolment requirements have been met will indicate the latest date a student may commence a programme of study.
- 11.3. Students who cannot commence within the agreed time may be offered an alternative pathway at an additional cost, otherwise they will need to delay their commencement until the next published date. Note: this may impact their immigration status and visa.
- 11.4. All variations to enrolment and commencement can only be approved by the National Academic Director and National Academic Registrar.

12. Attendance and Performance

- 12.1. The Mind Lab acknowledges that the tracking of attendance and academic performance assists with ensuring the safety and academic progress of international students.
- 12.2. All staff will be required to be aware of and comply with attendance and academic performance requirements as set out in Programme Regulations and the International Code of Practice.
- 12.3. All students' attendance will be tracked at programme and organisation to ensure they meet attendance requirements.
- 12.4. International students are required to attend all online and face-to-face classes and complete all assessments for the programme of study in which they are enrolled to retain their right to study in New Zealand under a student visa. Failure to meet this requirement may result in the student's enrolment with The Mind Lab being terminated and notification to Immigration New Zealand.
- 12.5. International students must comply with programme regulations for notification of absence due to illness or other circumstances as required for each course in which they are enrolled. Valid reasons for absence must be provided and supported by evidence as required.

- 12.6. Programme Leads are required to be proactive when the first signs of poor attendance, assessments are not handed in on time by acting immediately and informing the Director of Studies.
- 12.7. Any disciplinary action related to attendance or academic performance will be taken 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 action).
- 12.8. When a student's attendance or academic performances is unsatisfactory and there are no extenuating circumstances, the following procedure shall be followed:
 - 12.8.1. Meeting arranged between the student, Programme Lead and support person to co-construct an Individual Education Plan. Students are verbally made aware of their situation and the implications if there is no change in the situation. Individual Education Plan is saved to the students record in the Student Management System.
 - 12.8.2. If there is no improvement after 2 weeks, a written warning is issued from the Programme Lead reminding the student of their obligations and contract with The Mind Lab. The letter is saved to the students record in the Student Management System.
 - 12.8.3. If attendance and academic performance issues persist, a final letter of warning is issued from the National Academic Director requesting the student to meet with the Director of Studies. Following this meeting, the Director of Studies may recommend to the National Academic Director that proceedings are commenced to terminate the enrolment in a course of the programme of study as a whole. The letter is saved to the students record in the Student Management System.
 - 12.8.4. In a case where withdrawal from the programme of study results in termination of the contract, Immigration NZ is notified of the termination by the Director of Studies immediately upon termination of the contract.

13. Student Support

- 13.1. Processes and procedures for the pastoral care of international students will assist The Mind Lab to meet the requirements of the International Code of Practice.
- 13.2. All international students will be provided with an appropriate orientation and induction programme as well as access to ongoing learning support for the duration of their studies.
 - 13.2.1. All international students must attend an induction to The Mind Lab, as well as orientation for the specific programme that they are enrolled in. This will include face-to-face sessions at The Mind Lab HQ, and may also include digital orientation sessions.
 - 13.2.2. The Director of Studies is responsible for monitoring attendance at induction and orientation sessions,
 - 13.2.3. All international students will receive an International Student Handbook that provides critical information required as per the International Code of Practice.
- 13.3. All international students will be provided the contact details of an allocated staff member to provide higher level support for international students.

- 13.4. Within the 'Acceptance of Terms' section of the Enrolment Application Form the student agrees that the Director of Studies may act as guardian for the student if the need arises when the student has medical or mental health issues and that the Director of Studies will act in the best interest of the student and parents.
- 13.5. In times of emergency, the Director of Studies will make all reasonable attempts to contact the parent or guardian, however, the Director of Studies may act and make decisions as guardian of the student where any delay may impact students' care. Any action taken by the Director of Studies in this capacity will be communicated to the relevant authority and the parents of the student as soon as possible thereafter.
- 13.6. To ensure that student support can be provided at all times, the TML Enrolments Team will contact International Students every three months to check whether there have been any changes to their contact details, or the contact details of their next of kin.

14. Support for Students at Risk or with Special Needs

- 14.1. The Mind Lab will ensure that appropriate measures are put in place to address the needs and issues of international students at risk or with special needs. The next of kin of a student over 18 years will be made aware of any situation where the student is at risk or has special needs.
 - 14.1.1. Where appropriate and in compliance with the principles of the Privacy Act 2020, issues relating to the students will be reported to relevant agencies such as The New Zealand Police, and to NZQA.
- 14.2. A student is deemed to be at risk if The Mind Lab has reasonable grounds to believe that there is a serious issue relating to the student's health, safety or wellbeing.
- 14.3. A student with special needs includes a student who:
 - 14.3.1. Experiences a physical, sensory, cognitive, psychosocial, or behavioural difficulty, or a combination of these, and that difficulty affects his or her ability to participate, learn and achieve; or
 - 14.3.2. Requires the provision of adapted programmes or learning environments, or specialised equipment or materials to support him or her to access the curriculum, participate, learn and achieve.
- 14.4. The Application Form requires a student to disclose all current and prior medical conditions (including any significant injury, long-term illness, mental health issues, learning disorders or disability of any kind). When a student's prior health, mental health or special needs are:
 - 14.4.1. Disclosed within the Application Form, The Mind Lab will assess how and if they can meet the student's needs. The student must agree to meet any additional costs arising from the students specific needs prior to a final Enrolment Confirmation Letter being issued.
 - 14.4.2. Not disclosed within the Application Form, The Mind Lab may withdraw an Offer of Place and terminate the Enrolment Contract in accordance with section 3 above.

15. Student Complaints

- 15.1. Where minor concerns arise, students are encouraged to take a common-sense approach and raise them directly with relevant staff, with the aim of resolving them

at the earliest opportunity and without undue formality. However, if a satisfactory resolution cannot be agreed:

15.1.1. International Student Complaints will be addressed in accordance with *The Mind Lab Student Complaints and Appeals Policy and Procedures* and the International Code of Practice.

15.2. The Mind Lab will be familiar with the International Student Contract Disputes Resolution Scheme (DRS) and inform international students of the process for engaging with NZQA and iStudent Complaints services in the International Student Handbook.

16. Maintaining Records of International Students

16.1. Records of all required information of international students will be maintained in accordance with the policy and procedures outlined in the Mind Lab Academic Management Policy and Procedures, and in accordance with the NZQA PTE Enrolment and Academic Records Amendment Rules 2016.

Responsibilities

Role	Responsibilities
Director of Studies	<p>The Director of Studies is accountable for the implementation of the International Student Policy and all associated legislative requirements that accompany the enrolment of international students in New Zealand TEOs. This includes:</p> <ul style="list-style-type: none"> - Ensuring that all enrolments of International Students are valid - International Students are supported as required by the International Code of Practice - Ensure that all internal policies and procedures related to International Students are implemented - Reporting to the CEO and Academic Board on international students - Organisation level of all international student tracking requirements
National Academic Director	<p>Compliance with legislative requirements of the International Code of Practice. Supporting Director of Studies and National Academic Registrar.</p>
National Academic Registrar	<p>Assessing and approving any Variations of Enrolment pertaining to International Students</p>

The Mind Lab Academic Board	Approving and reviewing the International Student Policy.
The Mind Lab General Manager	Approving any payment variation requests
The Mind Lab CEO	<ul style="list-style-type: none"> - Incorporating the international student strategy into the Board Strategic Plan. - Approving the fees for domestic and international students. - Approving the allocation of resources for international students.

Definitions

Term	Definition
Education (Pastoral Care of International Students) Code of Practice 2016 (including 2019 Amendments) <i>Referred to in this policy as The International Code of Practice</i>	<i>The International Code of Practice</i> was established under section 238F of the Education Act 1989 providing a framework for signatories to take all reasonable steps to protect international students, and ensure that international students have a positive educational experience in New Zealand.
International Student	The Education and Training Act 2020 (the Act) defines an international student as a person who is: <ul style="list-style-type: none"> a) Enrolled by a provider, and b) Is not a 'domestic student' as defined in Section 2 of the Act.
Code Administrator	NZQA

Relevant Documents

Education (Pastoral Care of International Students) Code of Practice 2016

Education Act 1989

Education and Training Act 2020

Immigration Act 2009

Privacy Act 2020

International Student Contract Dispute Resolution Scheme Rules 2016 and amendments

[PTE Enrolment and Academic Records Amendment Rules 2016](#)

The Mind Lab Tikanga (Code of Conduct)

The Mind Lab Academic Management Policy and Procedures

The Mind Lab Admission, Enrolment, Exclusion and Withdrawal Policy and Procedures

The Mind Lab Student Fee Protection Policy and Procedures

The Mind Lab Academic Statute
The Mind Lab Staff Handbook
The Mind Lab Student Complaints and Appeals Policy and Procedures

Version Control Information

Version No	Date	Changes
1	22/03/2021	Original draft