



Learner Handbook 2024

Revised in July 2024

Table of Contents

1 Useful Contact Information	3
2 Vision, mission Statement and values	4
3 Learner Charter	4
3.1 Learner Rights	4
3.2 Learner Responsibilities	4
4 General Rules and Regulations	4
4.1 Class Attendance	4
4.2 Library	5
4.3 Clothing and Property	5
4.4 Health and Safety	5
4.5 Smoking, Drinking, Use of Drugs, and/or Carrying of Lethal Weapon(s)	6
4.6 Contact Details	5
5 Credit recognition	5
5.1 Introduction	5
5.2 Fees for RPL and Credit Transfer Submission	6
5.3 When to Apply	7
5.4 How to Apply	6
6 Academic Dishonesty	7
6.1 Introduction	7
6.2 Copyright	7
6.3 Plagiarism	7
6.4 Unauthorised Collaboration	7
6.5 Examination Misconduct	8
7 Standards of Behaviour	8
8 Class Attendance	9
9 Grading System	9
10 Academic Performance	9
10.1 Expectations	12
10.2 Submitting Assignment(s) and/or Sitting for Assessment(s) in Te Reo Maori	12
10.3 Sitting for a Closed-Reference Assessment	13
10.4 Failing a Course	11
10.5 Deferral	11
10.6 Withdrawal	12
11 Missed and Failed Assessments	17
12 Extension of Submission Due Date	14
13 Aegrotat Pass	14
14 Public Safety Policy	15
15 Disciplinary Procedure	15
16 Learner Complaint Procedure	16
17 Assessment Appeal Procedure	17
18 Conditions of Enrolment	19
19 Fees Protection	21
20 Medical Insurance	21
21 Driving in New Zealand	22
22 Fire/emergency procedure	22
23 Use of IT and Internet	22

1 Useful Contact Information – updated 17/7/24

Auckland Campus	Level 1, 32 Manukau Road, Epsom, Auckland 1023
Phone & Email	<p>Administration: 09 6303546, admin@nzsao.com</p> <p>Haritha Wadu Gedara, Finance/Operations/Health & Safety Officer: Haritha@nzsao.com</p> <p>Jameson Yeo, Academic Administrator (including internal IT support/Clinic support coordination), jameson.yeo@nzsao.com</p> <p>Debra Betts, Programme Leader (Bachelor of Health Science) Health Stream/Distance Learning, Debra Betts, Programme Clinic Leader – External Clinics, debra.betts@nzsao.com</p> <p>Lynn Huang, Programme Leader (Bachelor of Health Science) Auckland Campus, Lynn Huang, Programme Clinic Leader – Auckland Campus Clinics, lynn.hwang@nzsao.com</p> <p>Marvis Chen, Student Services/Pastoral Care Officer, Marvis.Chen@nzsao.com</p> <p>Kay Fielden, Learning Support, kay.fielden@nzsao.com</p> <p>Sharyn Corneal, Counselling Service: 021 2684433, sharyncorneal@hotmail.com</p> <p>Anita Kumar, Director (Finance/Operations/Marketing): 09 6303546, anita.kumar@nzsao.com</p> <p>Janise Heow, Director (Academic/Business Development: 021 02446871, janise.heow@nzsao.com</p>
Website	www.nzsao.com

2 Vision, Mission and Values

- Vision: The school of choice for acupuncture and TCM education in New Zealand
- Mission:
- 1) Provide quality education in acupuncture and TCM
 - 2) Support learner to achieve their full potential as competent practitioners
 - 3) Empower staff to support learners' achievements
 - 4) Manage the School for long-term financial viability and business sustainability
- Values:
- Loyalty / Integrity / Innovation / Supportiveness
Communication / Professionalism / Respect & appreciation
Knowledge seeking / Celebration of cultural diversity

3 Learners Charter

3.1 Learner Rights

Education provision reflects best practice for NZ legislation inclusive of NZ Health and Disability Act. Education is delivered in a safe and supportive environment. Learner has the right to raise concerns and complaints to the management.

- 3.1.1 To be treated with respect and dignity
- 3.1.2 To be treated equally regardless of age, sex, race, culture or ethnic origin
- 3.1.3 To be free from any form of harassment
- 3.1.4 To access, and request the correction of, any readily retrievable information held by the School
- 3.1.5 To receive competent teaching of a well-planned and coordinated course
- 3.1.6 To have assessments returned with marking schedule within a set period, ie. within two weeks of the assessment due date
- 3.1.7 To have access to necessary information and resources required for completion of the course
- 3.1.8 To have access to learners' support services, including academic and personal counselling
- 3.1.9 To participate in the regular evaluation of teaching and support services.

3.2 Learners Responsibilities

Learners immediately report any adverse event, safety risk, incident or accident to the staff. Learners respect School protocols to maintain confidentiality and privacy of all School documentation and activities. Learners use the School's concerns and complaints process.

- 3.2.1 To show respect and consideration for all staff, learners and other stakeholders of the School
- 3.2.2 To show respect and consideration for all the people the learner deals with at the School
- 3.2.3 To respect the environment and property of the School
- 3.2.4 To actively participate in the learning process and take responsibility for the learner's own learning
- 3.2.5 To abide by the rules and regulations governing the conduct of learner
- 3.2.6 To notify a staff member if the learner's rights have been breached
- 3.2.7 To deal with conflicts by following relevant procedures of the School
- 3.2.8 To ask for assistance when needed.

4 General Rules and Regulations

4.1 Class Attendance

- 4.1.1 Learners are expected to attend all sessions, including blended learning, online, block courses, clinics and directed study on Moodle, as scheduled for the academic year
- 4.1.2 Learning support as arranged by individual teachers is optional, but learners are strongly encouraged to attend
- 4.1.3 Acupuncture and TCM workshops and seminars as arranged for learners' professional development is optional, but learners are strongly encouraged to attend
- 4.1.4 Learners are to attend only those classes they have enrolled in and are listed on their offer of place
- 4.1.5 For detailed policies on class attendance, please refer to clause "8.0 Class Attendance"
- 4.1.6 All international learners must comply with Immigration NZ's attendance rule which states "Attendance requirements for compliance with Immigration New Zealand requirements is that a student has an attendance rate of **no lower than 95%**". Any exceptions will be on grounds of medical and emergency circumstances.

4.2 Library

- 4.2.1 Should library books not be returned, or fines remain unpaid, documents, results and certificates will be withheld from the said learner until remedied.

4.3 Clothing and Property

- 4.3.1 Learners are expected to be appropriately dressed, and shoes must be worn at all times, while attending classes at the School and completing clinical experience or off-campus practice
- 4.3.2 Learners must wear clinic uniforms and closed-toed shoes in clinical courses
- 4.3.3 The School accepts no responsibility for loss or damage to learner's property arising from the use of the School's building and facilities. Lockers are available for secure storage of learner's belongings/valuables.

4.4 Health and Safety

- 4.4.1 Learners are required to take all reasonable steps during their time at the School to ensure their safety and the safety of others
- 4.4.2 Learners are expected to familiarise themselves with the health and safety regulations of the School and take part in evacuation exercises
- 4.4.3 Learners must complete a health declaration form before they start clinical observation and practice. The form will be sealed and kept with the learner's file
- 4.4.4 While on off-campus learning activities, learners are required to follow the health and safety regulations as directed by the staff responsible for the activities, including wearing appropriate clothing and footwear.
- 4.4.5 **During practical classes or clinic sessions, if learners or their patients experience discomfort or encounter any emergency situation, the learners understand that they must report the incident to a teacher, clinic supervisor, clinic coordinator, program leader, or directors immediately. Refer to **Possible Adverse Event Flowchart** that is on the wall of each classroom and the clinic.**

4.5 Smoking, Drinking, Use of Drugs, and/or Carrying of Lethal Weapon(s)

- 4.1.1. Smoking, consumption of alcohol, use of illicit or prohibited drugs, and/or carrying of lethal weapon(s) on the School premises are strictly forbidden.
- 4.1.2 Not to arrive at premises or work under the influence of drink, drugs or other product that would endanger themselves or others.

4.6 Contact Details

- 4.6.1 Learners must notify Operations Officer of any change of personal details such as the physical addresses, phone numbers, emails, and next-of-kin contact, so that a list of current contact details can be maintained.

5 Credit Recognition

5.1 Introduction

- 5.1.1 The purpose of recognition of prior learning (RPL) is to allow learners to gain credits for Bachelor of Health Science (Acupuncture) and/or other programmes of study at the School, by recognising relevant education and other learning outside of a formal study programme.
- 5.1.2 Definition of terms:
 - Recognition of prior learning (RPL): a global term referring to the recognition of learning through the awarding of credits via cross-credit, credit transfer, and/or credit for uncertificated learning.
 - Cross-credit: awarding of credits earned from another qualification, course, or programme of study within the same teaching organisation
 - Credit transfer: awarding of credits for credits already achieved within the context of formal learning delivered by another teaching organisation
 - Credit for uncertificated learning: credits awarded for informal or uncertificated learning
- 5.1.3 Decisions on RPL applications are based on submitted official documents and how the applicant establishes the match between prior learning and qualification course(s)
- 5.1.4 Criteria for awarding of credits are based on learning level, intended learning outcomes, credits (learning load), and course content
- 5.1.5 Decision on RPL is on course-to-course match, but it can also be for two courses matching the course applied to
- 5.1.6 Credits may be given only for those formal courses, which have been satisfactorily completed within five (5) calendar years of lodging this application. However, those formal courses, which have been completed more than five (5) calendar years from date of this application, can still be used to lodge an RPL application provided that the applicant's current occupation, practice, or profession is in line with the formal course(s), which has/have been completed (Important notes: applicant should be in that occupation or practice within the last two [2] calendar years)
- 5.1.7 Partial RPL credits for a course are not awarded.

5.2 Fees for RPL and Credit Transfer Application

- 5.2.1 Each new application entails an **administration fee of \$100** plus \$150 assessment fee per course, which is non-refundable upon formal acceptance of the submission.
- 5.2.2 Payment method is on the application for RPL form (RPL Form P1/16).

5.3 When to Apply

- 5.3.1 An RPL and credit transfer application will take up to three (3) weeks to process
- 5.3.2 Application for RPL and credit transfer will only be available to year-one learners. RPL and credit transfer submissions must be lodged one (1) month prior to the start of the learners' first academic semester. Acceptance of a late submission is subject to the approval of the Academic Committee. The School cannot guarantee that any applications lodged after this time will be evaluated in time to make the required changes to the learner's enrolment
- 5.3.3 Learner's eligibility to receive a learner loan may be affected by a successful RPL application. Please contact Studylink to verify.

5.4 How to Apply

- 5.4.1 Learner complete an application for RPL form
- 5.4.2 Decision on RPL is based on the minimum of 80% match between the learning outcomes of the course they have completed and the course they want to apply to cross credit to. In some cases, two courses can be considered for RPL to one course
- 5.4.3 Learner submits to the Operations Officer the completed application for RPL form with the attachment of the course descriptor of the course they have completed, the evidence of passing the course, and proof of payment of non-refundable fee (administration fee of \$100 plus \$150 assessment fee per course).

6 Academic Dishonesty

6.1 Introduction

- 6.1.1 Academic dishonesty means the learner using someone else's work as his/her own work or allowing others to represent his/her work as their own. The acts of dishonesty relating to assessments include:
- plagiarism
 - unauthorised collaboration
 - Examination misconduct
- 6.1.2 The process of managing dishonesty and plagiarism is to have the cases formally documented and held in learner file
- 6.1.3 A learner found to have committed an act of academic dishonesty will be given the opportunity to explain. In view of the sensitive nature of the matter, any discussion between the teacher and the learner concerned must be conducted away from the public's view
- 6.1.3 If the teacher is satisfied that there is no act of academic dishonesty committed, then the learner will be assessed in the same way as the other learners. Otherwise, the teacher has the discretion to take any of the following actions:
- To return the assessment unmarked, or
 - To allocate 0% to the assessment, or
 - To re-assess the learner under a controlled situation and using a different approach (e.g. oral test instead of written), or
 - To re-assess by giving the learner a new but similar assessment, or
 - Report the incident of alleged academic dishonesty to the Programme Leader.

6.2 Copyright

- 6.2.1 Learners are reminded that it is a serious offence to copy other people's published original works without their permission. Infringement of copyright may result in police prosecution
- 6.2.2 Learners can copy extracts from a book or magazine article, but they need to make reference to the source if they use it in assignments
- 6.2.3 Learners can copy a small part of a book for their own study, but are not allowed to copy a whole book
- 6.2.4 The law on copying is The Copyright Act 1994 with the amendment in 2011 of Copyright (Infringing File Sharing) Amendment Bill. For detailed information, please check www.copyright.co.nz.

6.3 Plagiarism

- 6.3.1 Plagiarism is the learner presenting someone else's ideas or work as his/her own, without acknowledging that he/she has done so.
- 6.3.2 Plagiarism includes, but not limited to:
- Direct copying of other people's work with no referencing. This work may be in writing or in electronic form
 - Simply modifying text such as changing a few words
 - Paraphrasing what someone else has written without referencing
 - Fabricating, altering or borrowing the work of someone else with or without their permission to do so
 - Submitting the same paper for more than one course or purpose, without the consent of all the teachers involved
 - Using photographs, video or audio without permission or acknowledgement.

6.4 Unauthorised Collaboration

- 6.4.1 Unauthorised collaboration is the learner working with other people without identifying them and acknowledging their contribution to his/her work
- 6.4.2 It is acceptable for learners to collaborate in researching and discussing ideas, and in clarifying their thinking in relation to an individual assessment task. However, when the learners do their assessment, they must use their own ideas and words. Learners do not swap or pass on their written work to another by computer file or share the task of writing and preparing a duplicated copy of computer file or written work
- 6.4.3 Learners can only submit assessments done by them. If it is a group assessment, they may with their teacher's permission complete the assessment task with another learner or learners. In all other cases, the assessment will be an individual assessment. Where individual work is required, it must not be written together with another learner
- 6.4.4 Once the learners have written an assignment answer, they must take extreme care not to share their work with another learner. If no other learner has seen their work, no one can copy and present the work of others as his/her own.

6.5 Examination Misconduct

- 6.5.1 Serious academic misconduct includes, but is not limited to, the following behaviours:
 - Having someone else to sit an examination
 - Talking with another learner during an examination
 - Cheating during an examination
 - Submitting work that is not the learner's own work
 - Any use of unauthorised assistance during examinations
 - Unauthorised use of notes or textbooks during an examination
 - Any unreasonable disruption of an examination that causes distraction to other learners sitting the examination.

7 Standards of Behaviour

- 7.1 The School is a professional education and training establishment, which provides for all-round development of learners. It is a place where people from diverse social and cultural backgrounds meet to learn new skills. Mature and responsible behaviour is expected of learners at all times.
- 7.2 The following constitute serious misconduct and may give rise to disciplinary action:
- Unauthorised possession of property, money or intellectual property, belonging to the School or staff and learners of the School
 - Physical violence against any person on the School's premises
 - Racial, sexual, or other harassment of any staff or learner
 - Being on the School's premises in a state of intoxication (drugs or alcohol)
 - Deliberate use of an authorised password in order to enter or attempt to enter a computer known to contain information to which the learner is not entitled to have access
 - Interfering with safety equipment or otherwise acting in a manner that threatens safety, health, or hygiene in or about the School's premises or in a manner that hinders the safe and proper performance of staff or learners
 - Persistent failure to achieve academic performance standards
 - Persistent failure to achieve minimum attendance requirements
 - Academic dishonesty
 - Use of abusive, obscene or threatening language to any staff or learner
 - Acts of undesirable behaviour causing disruption to any staff from carrying out their duties or learners from their learning
 - Failure to comply with the School's policy on smoking, consumption of alcohol, use of illicit or prohibited drugs, carrying of lethal weapon(s), and/or to observe health and safety rules
 - Any act which is likely to diminish the good reputation of the School in the community
 - Any other act or omission, which, while not specifically covered by the foregoing classes of misconduct, is of a similar nature.

8 Class Attendance

- 8.1 Every learner is required to be punctual and to attend all classes and course activities they have enrolled in, or notify the teacher or Operations Officer of any unavoidable absence
- 8.2 Online activity participation is expected and contributes to the learner's attendance record
- 8.3 Specific minimum standards of attendance are set to meet both internal and external requirements. Absences caused by sickness, bereavement etc, will be accepted when supported by suitable evidence such as a doctor's certificate
- 8.4 Learners intending to take leave of absence for an extended period of more than one week must notify their teacher in writing (preferably by email). Such leave may be granted for reasons such as sickness, bereavement or serious family matters, without any change to the conditions of the learners' enrolment
- 8.5 International learners must comply with the minimum attendance requirements set by Immigration New Zealand (no less than 95% attendance at all times with the exception on grounds of medical and emergency circumstances)
- 8.6 Learners intending to discontinue their course must notify the Operations Officer
- 8.7 Where a learner has prolonged absence due to sickness, withdrawal from the current course or deferment to the next intake may be advisable. Such cases are assessed on a case-by-case basis, and is referred to the Academic Committee for decision
- 8.8 Learners are responsible for the topics covered in the class session(s) they missed
- 8.9 Policy on tardiness and under time: Learners who arrive late in theoretical and/or practical class(es) for more than fifteen (15) minutes shall be considered late and those who leave more than fifteen (15) minutes prior to the end of the class session shall be considered as under time. Three (3) incidents of lateness and/or under time shall be considered as one (1) absence. Learners who arrive during or later than the second half of a theoretical or practical class session shall be considered absent for that session
- 8.10 For policy on tardiness and under time in supervised clinics, please refer to the *Handbook of Clinical Policies and Procedures*.
- 8.11 To achieve a pass for Safety-Related Courses, an 80% attendance is required for students attending Auckland Campus and not Health Stream (different model of teaching).
Safety-Related courses included are:
ACUP-100-5 CLIN-200-6
ACUP-101-5 CLIN-201-6
ACUP-200-6 CLIN-300-7
ACUP-201-6 CLIN-301-7
TUIN-200-6

Students who do not meet the 80% attendance requirement may use the following to make up for the attendance.

1. Yr2 students to attend Clinic observation/or be in the supervisor room to listen and learn from ongoing supervisor & student's clinic sessions at clinic
2. Yr3 students to assist as Clinic assistant
3. For practical courses, the ACUP teachers will assist the students to make up for the non-attendance sessions due to student's personal reasons

9 Grading System

For the new BHSc, the school uses the GM2 grading system:

Grades

A+	90% to 100%
A	80% to 89%
B+	75% to 79%
B	65% to 74%
C+	60% to 64%
C	50% to 59%
F	0% to 49%

10 Academic Performance

10.1 Expectations

- 10.1.1 The School expects learners to apply themselves with diligence to their course work and to maintain high standards of achievement
- 10.1.2 Learners are expected to make use of the School's on-campus library and online library resources for any academic requirements when completing assignments/assessments/critical analysis/case reports
- 10.1.3 Lack of progress to meet minimum standards of achievement will be managed through suitable advice, information, and assistance by teaching staff
- 10.1.4 Persistent lack of progress to meet minimum standards of achievement may be dealt with through attendance of learning support sessions, as well as, all timetabled sessions
- 10.1.5 Learners who have academic performance issues are encouraged to speak with their teachers, and/or contact Pastoral Care Officer for a private and confidential conversation.

10.2 Submitting Assignment(s) and/or Sitting for Closed-Reference Assessment(s) in Te Reo Maori

- 10.2.1 Learners who wish to submit their assignment(s) and/or to sit for or answer closed-reference assessments in Te Reo Maori are required to complete and sign a Te Reo Maori Request for Assessments form upon enrolment. There will be condition(s) applied for the request. For further details or queries, please contact the Operations Officer.
- 10.2.2 Learners who wish to submit their assignment(s) and/or to sit for or answer closed-reference assessments in Te Reo Maori can express their intentions to the School within the first two (2) teaching weeks of a semester.

10.3 Sitting for a Open/Closed-Reference Assessment

In order to preserve the authenticity of closed reference assessments, the School has implemented the following policies:

- 10.3.1 Policies on closed-reference assessments
- No electronic devices are allowed in the assessment area for the whole duration of the assessment. These electronic devices include but not limited to: mobile phones, laptops, notebooks, tablets, and electronic dictionaries
 - Only writing instruments and other materials authorised by the proctor shall be allowed in the immediate accessible area(s) of the candidate(s)
 - If a physical dictionary needs to be used by the learner, this needs to be surrendered to the Operations Officer no later than two (2) calendar days prior to the assessment day for inspection. This dictionary shall be returned to the learner on the day of and immediately before the assessment.
- 10.3.2 Duty of the proctor - the tasks below shall be performed with a minimum of disturbance to the candidates and to the assessment proceedings:
- The proctor shall announce the “policies on closed-reference assessments” to the candidates prior to the start of the assessment
 - All candidates shall be asked by the proctor to attend to the former’s needs (especially toilet needs) prior to the commencement of the assessment
 - If the learner(s) still needs to attend to their toilet needs during the assessment period, the learner shall be allowed to go to the toilet for a maximum of five (5) minutes.
- 10.3.3 Before assessment starts, the proctor:
- Shall require all things to be placed in an area of the assessment room away from the candidates; and
 - Shall determine the seating arrangement (in relation to this, no change in seating arrangement or position shall be allowed without the approval of the proctor)
 - Only writing instruments and other materials authorised by the proctor shall be allowed in the immediate accessible area(s) of the candidate(s).
- 10.3.4 The proctor should ensure that learner(s) does/do not: consult with classmates, refer to notes or unauthorised electronic devices, and/or consult with books and other literature for the whole duration of the assessment. In executing these functions, the proctor:
- Should maintain a quiet watch over all learners – and in relation to this, can change position and/or walk around the room
 - Can initiate an inspection of learner(s) if there is reasonable suspicion that cheating is occurring or has occurred
 - If physical evidence shall be found:
 - to confiscate and secure that evidence
 - to collect the assessment questionnaire and answer sheets (including any related extra sheets); and
 - to request the concerned learner to quietly leave the assessment area.
- 10.3.5 If a learner has been observed to be consulting with another learner and/or looking over the latter’s paper(s), to issue one (1) verbal warning to both learners. With a repeat of the offence, to collect the assessment questionnaire and answer sheets (including any related extra sheets) of all involved learners, request the involved parties to quietly leave the assessment area, document events, and report to the Programme Leader.

10.4 Failing a Course

- 10.4.1 A learner is considered to have failed a course when they do not meet all or any of the requirements stated in the course outline(s) of the study programme.
- 10.4.2 Learners who have failed a course twice will not be allowed to repeat the course.
- 10.4.3 For learner who failed their course, the Programme Leader will meet with the learner, to agree on a study plan as a condition for re-enrolment in the course. The study plan is signed by both the Programme Leader and the learner, and a copy is filed in the learner's folder. The teacher of the course will be informed. The Operations Officer will provide the learner with monthly academic progress report, and the Programme Leader will follow up with the learner and the teacher if intervention is required to assist the learner, including providing learning support.
- 10.4.3 For learner who failed a course twice, the Programme Leader will meet with the learner, to agree on a study plan as a condition for re-enrolment in the course for the final time. The study plan is signed by both the Programme Leader and the learner, and a copy is filed in the learner's folder. The teacher of the course will be informed. The Academic Administrator will provide the learner with monthly academic progress report, and the Programme Leader will follow up with the learner and the teacher if intervention is required to assist the learner, including providing learning support.
- 10.4.4 Learners who have failed a course for the third time will not be allowed to repeat the course and therefore not allowed to progress with the programme.

10.5 Deferral

- 10.5.1 Unless it is an exceptional situation with compelling reasons, no course deferment of study shall be granted
- 10.5.2 The approval of course deferment is at the discretion of the Finance/Operations Director
- 10.5.3 Exceptional circumstances include, but not limited to:
- Serious illness that is impacting upon the learner's ability to study or attend classes, for which a doctor's certificate is required
 - Death or terminal illness suffered by a dependent within the learner's immediate family, for which a doctor certificate or memorial service document is required
- 10.5.4 Any condition that was pre-existing at the time of enrolment and was not declared on the enrolment form will not be eligible for consideration of deferment
- 10.5.5 Deferment is to the next semester and under exceptional circumstances, up to six (6) months. Deferment of course(s) will be for the entire semester regardless of the date of application
- 10.5.6 Learner must resume study of the deferred course(s) at the stipulated time, as there is no deferment on courses already deferred, and no refund of tuition fee
- 10.5.7 Courses that are granted deferment will be considered incomplete on the learner's academic record
- 10.5.8 Learner applies for course deferral by completing an application for course deferment (Application for Deferral form P1/14). The evidence to support deferment application includes medical certificate. The form goes to the Finance/Operations Director whose decision is final.

10.6 Withdrawal

10.6.1 **Cancellation and refunds**

- A learner may cancel their enrolment in a programme or withdraw after the commencement of their studies, due to health and family reasons, or changes in personal circumstances
- For any learner who has paid to attend a course of three months or more, the School ensures the learner's fees are paid into a trust, to be available for refund if they withdraw within the first seven (7) days
- If a domestic learner withdraws within the first seven (7) days, the full amount is paid to the learner less an amount equal to the lower of the following amounts: 10% of any amount paid; or \$500
- Learners who withdraw before the course commences will be entitled to a refund less any amounts allowed to be retained by the School as noted above. Refund is paid directly to the learner or their funding agency such as StudyLink. Fees are not transferable to other institutions or learners
- After seven (7) days of the course commencement, the School will not refund the tuition fee
- If an international learner withdraws within the first ten (10) days from a course of study or training that is of three months or more, the School may retain 25% based on actual costs incurred, the maximum percentage of the payment, or sum of any payments.
 - No refunds will be made where:
 - *The learner is withdrawn from the course because of misbehaviour, poor attendance or a breach of general rules and regulations as detailed in the Learner Handbook*
 - *The learner leaves before they complete the course at the School*
 - *(for international Learners) The learner returns home for any reason other than their serious illness as certified by a qualified medical practitioner*
- All applications for refund must be made in writing, and, in the case of voluntary withdrawal, by completing a withdrawal application form (**Application for Withdrawal Form P1/13**). Decisions on refund after seven (7) days of the course commencement (and ten (10) days for international learners) are at the discretion of the directors
- If a refund is granted, the learner will sign a Public Trust refund form. On receiving payment for the refund, the learner will acknowledge by signing a receipt for refund of learner fee.
- No refund will be made if the learner provides the School with false or misleading information or documents.

10.6.2 **Voluntary withdrawal**

- Formal withdrawal is when a learner decides to leave their studies at any point in a course. This is initiated by the learner completing and returning a withdrawal application form to the Pastoral Care Officer, stating clearly the reasons for withdrawal
- On receiving the withdrawal application form, the Pastoral Care Officer passes the form to the Finance/Operations Director. Before doing so, the Pastoral Care Officer may contact the learner to explore ways of helping the learner to stay on the course so that withdrawal is the last resort
- The Finance/Operations Director will respond in writing within a week. In the case that the learner has also applied for a refund, the letter will also explain the decision on this matter. The learner's records of learning, prepared by the Operations Officer, will be given to the learner on request
- If there is a refund to process or deferment of study, a copy of the Finance/Operations Director letter will go to the finance department
- If the learner wishes to appeal the decision on refund, they can write the Finance/Operations Director whose decision will be final. The learner's withdrawal is updated on the learner record management system.

10.6.3 Involuntary withdrawal

- Involuntary withdrawal is when a learner's misbehaviour or poor attendance is in breach of general rules and regulations as detailed in the Learner Handbook. It is important that the policies and procedures are adhered to for dealing with such matters as academic dishonesty, standards of behaviour, class attendance, academic performance, public safety, learner disciplines, grievances and assessment appeal
- Recommendation from a teaching or administration staff to withdraw a learner must be in writing to the Academic Director. The Academic Director initiates the procedure to deal with the reasons for withdrawing the learner, by involving the learner in the process without biases or prejudice
- After following through the procedure, the Academic Director delivers the decision in writing to the learner. A letter on the decision of refund and if records of learning will be available to the learner through the Finance/Operations Director
- If approved by the Finance/Operations Director, the learner's records of learning, prepared by the Operations Officer, will be given to the learner. If there is a refund to process or deferment of study, a copy of the Finance/Operations Director's letter will go to the finance
- If the learner wishes to appeal the decision, they can write to the Finance/Operations Director whose decision will be final
- The learner's withdrawal is updated on the learner record management system.

11 Missed and Failed Assessments

- 11.1 Learners must satisfactorily complete the required assessment tasks each year to progress to the next level of learning.
- 11.2 Learners are expected to sit for their examinations or assessments during the scheduled times. There is no provision to sit for these ahead of schedule.
- 11.3 There are two types of missed assessments:
- Missed assessments type 1:
 - due to serious illness or injury, personal bereavement, critical personal circumstance involving wellbeing of family, legal issues, and/or other exceptional circumstance beyond the learner's control, provided that this is supported by documented evidence (from a registered health professional [in case of illness], certificate from professional therapist[s]/counselor[s] [in case of relationship problems], letter from solicitor [in case of legal issues], and/or a memorial service document [in case of bereavement of a relative])
 - A new special assessment shall be finalised once the Operations Officer is notified by the course teacher of the learner who missed assessments with the above excused absences. The special assessment of a particular term shall be scheduled no later than the nearest re-sit dates for that term
 - Learners who are unable to take the special assessment by the agreed-upon/scheduled dates in the academic calendar will be granted a “fail” unless an appeal with relevant evidence (e.g. medical certificate, police report certificate) is made within three (3) working days from the special assessment date to the Programme Leader
 - Special assessments shall be marked without penalty and shall be exempt from an administrative fee
 - Missed assessments type 2:
 - due to reasons other than those specified above - missed assessments that fall under this category shall be considered as re-sits.
- 11.4 Learners are entitled to only one (1) re-sit or resubmission per course resulting from failed assessment:
- Re-sits or resubmission resulting from this shall be charged an administrative fee of \$100 plus an assessment fee of \$50 per assessment paper. Forms of all Resit or resubmission (Resit/Resubmission form SH P11.4) must be submitted to the Academic Administrator
 - The maximum mark that can be awarded for a re-sit or resubmission is a “pass” or equivalent
 - Learners who are unable to take the re-sit on or re-submit by the scheduled dates will be granted a “fail” unless an appeal with relevant evidence (e.g. medical certificate, police report certificate) is made within three (3) working days from the re-sit or resubmission date to the Academic Director.
 - Eligibility for a re-scheduled re-sit or resubmission is subject to the approval of the Academic Director and will incur an additional administrative fee of \$100 and an assessment fee of \$50 per assessment paper.
- 11.5 For rules governing resubmissions of critical analysis reports and written case reports, refer to *guidelines for critical analysis of cases and case report*.
- 11.6 For practical, oral, or clinical assessments, a one-time administrative fee of \$100 and assessor/s fee of \$50 per hour shall be charged

12 Extension of Submission Due Date

- 12.1 Assignment not handed in on time shall incur penalties unless there is reasonable excuse for late submission. Reasonable excuse is defined in the School's policies
- 12.2 Learner who cannot comply with the submission due date(s), shall be required to complete and submit an *Application for Extension of Submission Due Date* (**Application for Extension of Submission Due Date Form on moodle**) to their course teacher. The decision of the course teacher pertaining to the outcome of the application is final
- 12.3 Unexcused late submission means a mark of "C" or equivalent as the highest mark and no feedback may be issued
- 12.4 Failure to submit by the agreed new due date means no acceptance – the learner gets an "F" and does not qualify for a resubmission
- 12.5 The learner is entitled to an appeal, in accordance to the appeal procedures of the School.

13 Aegrotat Pass

- 13.1 Aegrotats are not awarded on compassionate grounds alone. Learners must have completed sufficient coursework to a standard where the Programme Leader is confident that the learner can pass the course if they had attempted the missed assessment
- 13.2 Aegrotat is not the learner's right and learner applies for aegrotat pass as a last resort
- 13.3 Aegrotats can be used only when a learner's preparation or performance in an examination or assessment was impaired or when learner has been prevented from attending an examination or completing an assessment because of:
 - serious illness or injury
 - personal bereavement
 - critical personal circumstance involving wellbeing of family
 - other exceptional circumstance beyond the learner's control which occurred in the last two weeks
- 13.4 In awarding aegrotats, the overall performance of the learner on the course is taken into consideration, including attendance
- 13.5 Aegrotats cannot be applied for practical (including clinical) assessments. Learner can apply for postponement of practical assessments
- 13.6 Aegrotat consideration is not available where results have been affected by impairment to a learner's ability to learn the material for the course concerned. The aegrotat provisions are intended to assist learners who have covered the work of a course but have been prevented by illness or other critical circumstances from demonstrating their mastery of the material or skills at the time of assessment
- 13.7 For written assignments and reports, learner can apply for an extension as the first option
- 13.8 Application for aegrotat pass must be lodged with the Programme Leader as soon as possible and within seven (7) calendar days from the assessment. Application must be addressed to the Academic Committee
- 13.9 Documented evidence to be attached to the application is required from a registered health professional (in case of illness), certificate from professional therapist/counsellor (in case of relationship problems), and/or a memorial service document (in case of bereavement of a relative)
- 13.10 Once approved, the learner will receive a mark of "C" or equivalent for that assessment.

14 Public Safety Policy

- 14.1 Learners have no moral or ethical right to practise acupuncture or tuina independently without having first completed the coursework passed all the courses and graduated from the Bachelor of Health Science (Acupuncture) degree, assuring competency in this health domain
- 14.2 No learner is permitted to treat people with acupuncture, including all forms of TCM treatment such as needling, cupping, moxibustion and tuina on or off the School premises without supervision or permission from the Programme Clinic Leader.
- 14.3 When permission is granted, it will be in writing with terms and conditions clearly defined
- 14.4 Learners are not permitted to accept a fee for their services, or to offer their services for a fee
- 14.5 Learners must sign and return the public safety declaration form following the orientation. The consequences of ignoring this policy are immediate suspension from the School.

15 Disciplinary Procedure

- 15.1 The following may constitute grounds for disciplinary action and in the worst-case scenario, resulting in cancellation of a learner's enrolment:
 - wilful damage to property, including building and facilities of the School
 - continuing disregard for the School's rules and regulations
 - academic dishonesty
 - any action at the School which is in breach of the New Zealand law
 - Continuing failure to meet minimum course requirements.
- 15.2 Formally cancelling a learner's enrolment at the School should not be confused with asking a learner to leave a class
- 15.3 The power to enforce cancellation of enrolment is vested in the approval by the Directors. Any decision to cancel enrolment is based on consultation through the Academic Committee with Academic Director as the Chair. Consultation with the Programme Leader and
 - support staff for matters concerning learner conduct and behaviour, and/or
 - teachers for matters concerning non-achievement of academic requirements.
- 15.4 Cancelling a learner's enrolment represents the ultimate sanction against a learner. In considering such matters, the Directors wishes to ensure that:
 - such matters should be resolved as quickly as possible
 - every effort has been made to help the learner overcome deficiencies and that there is documented and witnessed evidence that the learner has been given every opportunity to remedy problem areas
 - the learner has been given every opportunity to be assisted by the various agencies within the School as appropriate
 - all relevant evidence has been fully documented as it accumulates.
- 15.5 Accordingly, when it is necessary to consider disciplinary action, the procedure in prescribed order must be applied, and meetings held if necessary, until the matter is satisfactorily resolved:
 - **Step 1**
 - The Programme Leader or person with delegated authority discusses the problem with the learner concerned. It is important to clearly specify the changes in behaviour required, the assistance the learner may receive to make those changes, the consequences of not changing that behaviour, and the date when progress will be reviewed
 - **Step 2**
 - The learner's attention must be drawn to these regulations and to the disciplinary procedures being invoked. A letter will be prepared and signed by the learner and the Programme Leader or person with delegated authority, to confirm the discussion/outcome of the meeting.

The learner has the discretion to bring a support person to the meeting. A review date will be set

➤ **Step 3**

- At the review date, if the required changes in behaviour have occurred, the Programme Leader or person with delegated authority issues a letter to the learner confirming a resolution has been achieved and the matter is drawn to a close. If the required changes in behaviour have not occurred, the Programme Leader or person with delegated authority issues the 1st warning letter of the consequences of continued failure to meet required standards. A 2nd review date will be set

➤ **Step 4**

- At that 2nd review date, if the required changes in behaviour have occurred, the Programme Leader or person with delegated authority issues a letter to the learner confirming a resolution has been achieved and the matter is drawn to a close. If the required changes in behaviour have not occurred, the Programme Leader or person with delegated authority issues the 2nd warning letter, specifying the areas of unacceptable behaviour and set out the consequences of failure to meet required standards by a 3rd review date

➤ **Step 5**

- At the 3rd review date, if the required changes in behaviour have occurred, the Programme Leader or person with delegated authority issues a letter to the learner confirming a resolution has been achieved and the matter is drawn to a close. If the required changes have not occurred, the learner concerned will be interviewed by the Academic Director and this may lead to the cancellation of the learner's enrolment

➤ **Step 6**

- The learner may appeal against the Academic Director's decision within five (5) working days of that decision, by lodging an appeal in writing with the Academic Director

➤ **Step 7**

- The learner will then be given five (5) working days' notice in writing of the time, date and place of the meeting of a committee (which may comprise members of the Academic Committee) at which the appeal will be considered, together with copies of the relevant documents to be presented to that committee, to enable the learner affected to have an opportunity to present written submissions or representations on their behalf
- The Academic Director will present to the committee, the staff's case in respect of this learner and supporting the cancellation of their enrolment
- The learner will be given the opportunity to present their reply to the Academic Director's case either in person or through a "friend", who may be, but need not be, a legal adviser
- Members of the committee may ask either the Academic Director or the learner whatever questions the members may consider appropriate
- The committee shall decide if the enrolment cancellation shall be upheld
- The decision of the Academic Committee on such matters shall be final

➤ **Step 8**

- If the learner is not satisfied with the outcome, they can contact New Zealand Qualifications Authority (NZQA).

15.6 Exceptions to the procedures - Notwithstanding the summary of the foregoing procedures, the Directors shall have the right, in the event of a breach or breaches of discipline of sufficient gravity, to dispense with the procedures set out above and take immediate steps to formally cancel a learner's enrolment.

16 Learner Complaint Procedure

- 16.1 Learners have their rights as stipulated in the learner charter. It is the intention of the School to provide a safe environment conducive to learning, as well as the communication channels that enable learners' voices to be heard
- 16.2 The support staff, Programme Leader, Programme Clinic Lead, Pastoral Care Officer, Operations Officer and the Directors have an open-door policy for learners to see them and discuss issues of concern, to encourage resolution through informal communication with the appropriate staff, or the Pastoral Care Officer who may be able to help rectify or clarify the situation before a written complaint is initiated
- 16.3 Where learners have issues of concern that they perceive as a high degree of seriousness, they have a right to invoke the following formal complaint procedure, using the formal complaint form available from the Operations Officer, and the ensuing procedure will follow and meetings held if necessary
- 16.4 For concern about academic assessment, the assessment appeal procedure in section 17 of this handbook applies
- 16.5 Learner complaint procedure:
- **Step 1**
 - Learner meets with the Programme Leader or person with delegated authority, if the problem is related to teaching and learning. **For non-academic issues, the learner can meet with the Operations Director.** The learner has the discretion to bring a support person to the meeting
 - The meeting will agree on an action plan and set a date in the following week to review the satisfactory execution of the plan. The action plan may include consultation with other parties or conducting some investigations
 - **Step 2**
 - At the review date, if the agreed action plan has been executed to the learner's satisfaction, the Programme Leader or person with delegated authority issues a letter to the learner confirming a resolution has been achieved and the matter is drawn to a close. Or else, the Programme Leader or person with delegated authority will put forward reasons for not meeting the goals of the agreed action plan. Both parties may then explore an alternative action plan and set a date for a 2nd review meeting
 - **Step 3**
 - At that 2nd review date, the learner will be given the opportunity to present their case either in person or through a "friend", who may be, but need not be, a legal adviser
 - If the required changes as stipulated in the agreed action plan have occurred, the Programme Leader or person with delegated authority will prepare a summary report confirming the outcome of the meetings thus far. The report is to be signed by both the learner and the Programme Leader or person with delegated authority, and a copy kept by each party
 - The Programme Leader or person with delegated authority will keep the Directors informed
 - **Step 4**
 - If the learner is not satisfied with the outcome, they can contact New Zealand Qualifications Authority (NZQA)

- 16.6 In considering matters of concern brought forward by a learner, the Programme Leader or person with delegated authority may wish to ensure that:
- such matters should be resolved as quickly as possible
 - that every effort has been made to help the learner address their concerns and that there is documented and witnessed evidence that the School has been given every opportunity to remedy problem areas
 - the learner has been given every opportunity to be assisted by the various agencies within the School as appropriate
 - all relevant evidence has been fully documented as it accumulates
 - The Directors may be involved at the early stage of the learner complaint procedure if the learners' concern warrants an urgent and satisfactory resolution.

17 Assessment Appeal Procedure

- 17.1 Learners have their rights as stipulated in the learner charter. It is the intention of the School to provide a safe environment conducive to learning, as well as the communication channels that enable learners' voices to be heard
- 17.2 The teaching staff, Programme Leader, Programme Clinic Lead, Pastoral Care Officer and the Directors have an open-door policy for learners to see them and discuss issues of concern
- 17.3 Where learners have issues of concern about their academic assessments, they have the rights to invoke a formal assessment appeal procedure
- 17.4 The concerns are, but not limited to:
- Assessment- type, appropriateness, relevance, clarity, degree of difficulty, time allocated, number of questions
 - Marking - clarity of marking schedule, fairness and correctness in marking, relativity of mark allocations
- 17.5 The first resort is for the learner to discuss their concern with the course teacher
- 17.6 If the learner is not satisfied that their concern has been addressed, they can then lodge an assessment appeal to the Programme Leader within three (3) working days upon receiving their marks. Any appeal submissions later than three (3) working days are subject to the approval of the Programme Leader. The procedure is to be fair and transparent, and meetings held if necessary, serving the best interest of the learner's needs
- 17.7 In considering an academic appeal by a learner, the Programme Leader may wish to ensure that:
- such matters should be resolved as quickly as possible
 - that every effort has been made to help the learner address their concern and that there is documented and witnessed evidence that the School has been given every opportunity to remedy problem areas
 - the learner has been given every opportunity to be assisted by the various agencies within the School as appropriate
 - All relevant evidence has been fully documented as it accumulates.
- 17.8 The assessment appeal procedure:
- **Step 1**
 - Learner meets with their teacher to discuss their academic assessment concerns. The learner has the discretion to bring a support person to the meeting
 - The meeting will agree on an action plan and set a date in the following week to review the satisfactory execution of the plan. The action plan may include consultation with other parties or conducting some investigations

➤ **Step 2**

- At the review date, if the agreed action plan has been executed to the learner's satisfaction which may involve an adjustment to the assessment grades, then the Programme Leader or person with delegated authority issues a letter to the learner confirming a resolution has been achieved and the matter is drawn to a close. Otherwise, the teacher will put forward reasons for not meeting the goals of the agreed action plan. The matter will then be referred to the Programme Leader or person with delegated authority and a date for a 2nd review meeting will be set

➤ **Step 3**

- At that 2nd review date, the learner will be given the opportunity to present their case either in person or through a "friend", who may be, but need not be, a legal adviser
- If an agreed action plan has occurred, the Programme Leader or person with delegated authority will prepare a summary report confirming the outcome of the meetings thus far. The report is to be signed by both the learner and the Programme Leader or person with delegated authority, and a copy kept by each party
- The Programme Leader or person with delegated authority will keep the Academic Director informed

➤ **Step 4**

- If the learner is not satisfied with the outcome, they can contact New Zealand Qualifications Authority (NZQA)

17.9 In considering matters of concern brought forward by a learner, the Programme Leader or person with delegated authority may wish to ensure that:

- such matters should be resolved as quickly as possible
- that every effort has been made to help the learner address their concerns and that there is documented and witnessed evidence that the School has been given every opportunity to remedy problem areas
- the learner has been given every opportunity to be assisted by the various agencies within the School as appropriate
- all relevant evidence has been fully documented as it accumulates
- The Academic Director may be involved at the early stage of the learner complaint procedure if the learners' concern warrants an urgent and satisfactory resolution.

18 Conditions of Enrolment

18.1 Payment of Tuition Fees

18.1.1 Tuition fees are paid at the time of enrolment. The payment of tuition fees is due in the period from the time of acceptance to the first day of the course. After that, a 10% penalty payment may be added for any outstanding fees.

18.1.2 Attendance at classes may be permitted if the learner is waiting for a learner loan.

18.1.3 The learner's record of learning for awarding a qualification will be withheld if there are monies owing to the School.

18.1.4 The tuition fees do not include the following:

- Additional private clinic placement costs
- **Personal indemnity insurance for external clinics**
- Hospital clinic placement costs
- Clinical practice uniform and some equipment
- Herbal medicine samples
- ID cards
- RPL or re-sit application fees.

18.1.5 No compensation is given for public holidays when the School is closed.

18.1.6 The School reserves the right to change its fees without notice, alter the programme or cancel courses that do not have sufficient number of applicants.

18.2 Cancellation and Refunds

18.2.1 In the event of the School cancelling a course before the learner's course commences, due to reasons such as insufficient enrolment number, the School will refund all payments made for tuition.

18.2.2 In the event of cancellation within seven (7) days of the course commencement for domestic learners or ten (10) days for international learners, the School will refund:

- For domestic learners: all payments for tuition fee and enrolment fee, minus NZ\$500 or 10% of these fees, whichever is the lesser
- For international learners: less up to 25% of the fees paid, based on actual costs incurred

18.2.3 The refund is paid back to the person or authority that paid the fees in the first place. If payment was made by means of:

- Learner loan: the money goes back to Studylink
- personal funds: the money is refunded to the learner
- trust account, the money is refunded to the trust.

18.2.4 Fees from the refund are not transferable to other institutions or learners.

18.2.5 After seven (7) days for domestic, or ten (10) days for international learners of the course commencement, the School will not refund any payments made for tuition. Specifically, no refunds will be made where:

- The learner takes time off during their course, except under our holiday policy (below)
- The learner is asked to leave the School because of misbehaviour, poor attendance or a breach of general rules and regulations as detailed in the Learner Handbook
- The learner leaves or wishes to transfer to another educational institution before completion of their course at the School.

18.2.5 All applications for refund must be made in writing. Decisions on refund after seven (7) days for domestic learners or ten (10) days for international learners after the course commencement are at the discretion of the Finance/Operations Director.

18.2.6 No refund will be made if the learner provides the School with false or misleading information or documents.

18.3 Holiday Policy

18.3.1 The School is closed for all New Zealand public holidays.

18.3.2 A timetable showing class attendance and clinic times will be available to the learner before the commencement of the course start date.

18.4 Break between Study

18.4.1 Credits earned from this School remain valid only for three (3) calendar years (calculated from the official end of the course(s) to the official date of enrolment) and, hence, can be used as prerequisite(s) for the applicant's enrolment.

18.5 Contact Details

18.5.1 Learners must notify Operations Officer of any change of personal details such as the physical addresses, phone numbers, emails, and next-of-kin contact, so that a list of current contact details can be maintained.

18.6 Attendance Policy

18.6.1 The learner is expected to attend all sessions and be on time. Poor and unexplained attendance may lead to disciplinary action from the School.

18.6.2 In all acupuncture practical technique courses and other designated courses for the 3 Year programme, 80% attendance applies. Where there is a required attendance, the learner must make up missed classes.

18.6.3 International learners must comply with the conditions of their visa to stay in New Zealand.

18.7 New Zealand Law (for international learners only)

- 18.7.1 The School reserves the right to expel any learner who is convicted of breaking New Zealand laws.
- 18.7.2 Learners must possess a valid New Zealand driver license before they can drive legally on New Zealand roads.
- 18.7.3 Full details of visa and permit requirements, advice on rights to employment in New Zealand while studying, and reporting requirements are available through Immigration New Zealand, and can be viewed on their website at: <http://www.immigration.govt.nz>.

18.8 Liability (for international learners only)

- 18.8.1 Most international learners are not entitled to publicly-funded health services while in New Zealand. If the learner receives medical treatment during their visit, they 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: <http://www.moh.govt.nz>.
- 18.8.2 The Accident Compensation Corporation (ACC) provides accident insurance for all New Zealand citizens, residents and temporary visitors to New Zealand, but the learner may still be liable for all other medical and related costs. Further information can be viewed on the ACC website at <http://www.acc.co.nz>.
- 18.8.3 International learners must have appropriate and current travel and medical insurance while studying in New Zealand.
- 18.8.4 The School cannot be held responsible for any sickness, injury, damage or loss incurred within the School or on the School's activities and tours, or in the learner's place of accommodation.
- 18.8.5 On the learners' first day at the School, they will be asked to sign a form releasing the School from all liability.
- 18.8.6 The School shall not be liable if the services it states it offers cannot be provided for reasons beyond the School's control.

18.9 NZQA

- 18.9.1 NZQA charges for reporting credits which may not apply to the School's programmes of study.

18.10 Code of Practice (for tertiary and international learners)

- 18.10.1 The Education (Pastoral Care of Tertiary and International Learners) Code of Practice 2021 made under section 534 of the Education and Training Act 2020
- 18.10.2 The code sets out the minimum standards of advice and care that are expected of educational providers with respect to international learners.
- 18.10.3 The Code applies to pastoral care and provision of information only, and not to academic standards.
- 18.10.4 The School has agreed to observe and be bound by the Code published by the Ministry of Education. Copies of the Code are available on request from the School or from the New Zealand Ministry of Education website at: www.nzqa.govt.nz.
- 18.10.5 Full details of immigration requirements on rights to employment in New Zealand while studying, and reporting requirements are available from Immigration New Zealand, and can be viewed on their website at www.immigration.govt.nz.
- 18.10.6 If a learner has concerns about their treatment by the educational provider or by an agent of the provider, the first thing they must do is contact the Chief Executive Officer, or the Pastoral Care Officer whom the learner can approach for support and complaints. The Code requires all institutions to have fair and equitable internal grievance procedures for learners and they need to go through these internal processes before they can take the complaint any further.
- 18.10.7 For information about the Code: <https://www.education.govt.nz/further-education/information-for-tertiary-learners/code-of-practice-pastoral-care-domestic-tertiary/>.

18.11 Translation

- 18.11.1 Where there is a difference in meaning or interpretation in any translations of the School's information or conditions, the School's version shall apply.

19 Fees Protection

- 19.1 Learners need to complete an application to set up a Public Trust account preferably during their first week with the School. The School arranges fee protection by lodging the fees with Public Trust. Fees protected by the Public Trust are held in the Public Trust's Common Funds which has a capital guarantee from the New Zealand Government.
- 19.2 The New Zealand Government requires that all New Zealand Qualifications Authority (NZQA) registered private training establishments (education providers) must protect all learner fees paid to them in advance. This means that in the unlikely event of the education provider closing before the completion of the learner's course, the remainder of the learner fees will be protected.
- 19.3 Fees protected within a Trust Account enables the learner to have remaining fees returned.
- 19.4 For details of fee protection with Public Trust, please see: www.publictrust.co.nz.

20 Medical Insurance

- 20.1 International learners are not entitled to publicly-funded health services while in New Zealand unless they are a resident or citizen of Australia, or a national of the United Kingdom in New Zealand, or the holder of a temporary permit that is valid for two years or more. If the learner does not belong to one of these categories and they receive medical treatment during their visit, they will be liable for the full costs of that treatment.
- 20.2 The School cannot be held responsible for any sickness, injury, damage or loss incurred by the learner within the School or on the School's activities or tours, or in their place of accommodation.
- 20.3 Insurance is compulsory by law for all international learners.
- 20.4 International learners are responsible for arranging their own travel/medical insurance prior to their arrival in New Zealand. This gives them insurance cover for their travel to New Zealand and the cost of medical treatment in New Zealand for the duration of their study at the School.
- 20.5 They must also ensure their insurance is current and valid while studying in New Zealand.
- 20.6 Depending on their illness, their medical history and policy type, they may receive refund of all or most of their medical costs from the insurance organisation.

21 Driving in New Zealand

- 21.1 The road terrains and driving conditions in New Zealand may be quite different to what an international learner is accustomed to. Learners are therefore strongly urged to familiarise themselves with the New Zealand road code and take practical driving lessons in New Zealand before buying cars or driving on the road.
- 21.2 The learner must be at least sixteen (16) years old before they can apply for a car driver licence. The licensing system has 3 stages: (1) Learner licence, (2) Restricted licence, (3) Full licence.
- 21.3 Driving without a licence is an offence. The penalty is a fine and/or demerit points. Their vehicle may also be impounded. If they have an accident, they may not be covered by insurance. They will also be forbidden to drive by the police until they obtain a driver licence.
- 21.4 If they are caught driving unlicensed on another occasion, they will be fined again, and the police may impound their vehicle for twenty-eight (28) days.
- 21.5 They must carry their driver licence at all times when they drive.
- 21.6 Speeding or driving under the influence of alcohol or drugs is a serious offence.
- 22.7 The Land Transport Safety Authority has a copy of the road code on its website and it is free for the learner to access. If the learner owns a vehicle, they are strongly recommended to take up motor vehicle insurance and ensure the vehicle registration is current and valid. The website is: www.ltta.govt.nz.

22 Fire/Emergency Procedure

In the unlikely event of an emergency evacuation of the building, everyone must follow the procedure set out below:

IF YOU DISCOVER A FIRE:

- Activate the nearest fire alarm (break the glass and flick the switch)
- Dial 111 and tell the operator the emergency service you want. Give the Fire Service the name and address.

IF YOU HEAR THE FIRE ALARM:

- Leave the building immediately by your nearest marked EXIT
- Walk, do not run
- Assemble opposite 32 Manukau Road, outside the Epsom Girls Grammar tennis courts
- Do not check the rooms: the fire wardens (in yellow jenkins) will do that
- Report anything important you see to the building warden (in red jenkins) once you are outside 32 Manukau Road
- Wait until the fire wardens have accounted for everyone and the building warden says you may go
- No one will be allowed back in the building until a fire service office has given the all-clear.

23 Use of IT and Internet

- Learner will have access to the School's IT and internet as part of their study.
- Take care with computer equipment to prevent pirated software or computer viruses entering the School's computer networks.
- Use only authorised software or hardware.
- Keep the details of their user ID and password confidential.
- Use must not be unreasonable, offensive, illegal or harm the School's interests, and must comply with the applicable law (including but not limited to the Privacy Act 1993, the Harmful Digital

Communications Act 2015, etc.) and instructions, as well as the School's policies, rules and procedures.

- Any breach in this respect may result in disciplinary action up to and including termination of study.
- The School will monitor all information (including but not limited to work email accounts and usage of IT [software and hardware] provided by the School) stored, accessed or transited through the School's facilities.
- Any business social media or email accounts, and associated followers or contacts, or information contained on the School's IT systems are the School's property.
- Learner must not store or copy information belonging to the School (for examples, electronic documents) onto personal devices, unless specifically authorised by the School.