

2025 Code Self-Review Attestation

Outcome 8: Responding to the distinct wellbeing and safety needs of international tertiary learners

Signatories must ensure that practices under this code respond effectively to the distinct wellbeing and safety needs of their diverse international tertiary learners.

Phase in the gap analysis process:	PREPARE	MAKE SENSE		
		COMPLIANT	GAP (in evidence)	GAP (in practice)
Key required processes	Information we can gather to use as evidence of our compliance with this clause			
Process 1: Clause 35. Signatories must engage with diverse international tertiary learners to understand their wellbeing and safety needs under the outcomes of Parts 3, 4 and 5 of this code.	International student survey completed.		More data required.	

Outcome 10: Offer, enrolment, contracts, insurance and visa

Signatories must have practices for enabling learners to make well-informed enrolment decisions in relation to the educational outcomes being sought by the learner and ensuring that all relevant parties are clear about their interests and obligations prior to entering into the enrolment contract.

Phase in the gap analysis process:	PREPARE	MAKE SENSE		
		COMPLIANT	GAP (in evidence)	GAP (in practice)
Key required processes	Information we can gather to use as evidence of our compliance with this clause			
Process 1: Offer of educational instruction Clause 40. Signatories must ensure that the educational instruction offered to international tertiary learners is in accordance with the Act and is appropriate for international tertiary learners' expectations, English language proficiency, academic ability, and the educational outcomes being sought.	All international students studying must have completed an LLB degree at a NZ University, or be otherwise authorised to undertake the course by the New Zealand Council of Legal Education. The PLSC course is a professional qualification that is a requirement for admission to the bar in New Zealand, and therefore prerequisite academic requirements are part of this.	Compliant		



Process 2: Information to be provided before entering contract Clause 41 (1). Signatories must have practices that ensure prospective international tertiary learners (or the parents or legal guardian of international students under 18 years) receive, as a minimum, accurate, timely and tailored information about the following before entering into a contract with the learner – (a) the most recent results of their evaluations by education quality assurance agencies; and (b) quality improvement or compliance notices and conditions imposed under the Act that the code administrator directs must be disclosed to prospective international tertiary learners; and (c) the education provided and its outcome, for example, whether a qualification is granted; and (d) refund conditions that comply with the process in clause 46; and (e) staffing, facilities, and equipment; and (f) available services and supports; and (g) insurance and visa requirements for receiving educational instruction from the signatory; and (h) this code and the relevant Dispute Resolution Scheme Rules; and (i) full costs related to an offer of educational instruction.	Insurance and visa requirements are included as information on the website and Course Manual.	Compliant		
---	--	------------------	--	--

Clause 41 (2). Each signatory must ensure that, before entering into a contract of enrolment or enrolling with the signatory, each international tertiary learner (or the parents or legal guardian of international students under 18 years) is informed of the learner's rights and obligations in relation to receiving educational instruction from the signatory, including the rights under this code.	Included in the enrolment process.	Compliant		
Process 3: Contract of enrolment Clause 42 (1). Each signatory must ensure that a contract of enrolment is entered into between the signatory and each international tertiary learner (or the parents or legal guardian of international students under 18 years) that includes the following information and terms – (a) clear information about the beginning and end dates of enrolment; and (b) the grounds for terminating the contract of enrolment; and (c) the circumstances under which the learner's conduct may be in breach of the contract of enrolment; and (d) the type of disciplinary action short of termination of the contract of enrolment, that may be taken by the signatory against the student (for example suspension or exclusion); and (e) the process that the signatory must follow when seeking to terminate the contract of enrolment under paragraph (b) or to take disciplinary action under paragraph (d).	Student code of conduct Enrolment form Confirmation of enrolment email Course Manual	Compliant		



Clause 42 (2). Each signatory must ensure that the contract of enrolment is fair and reasonable.		Compliant		
Process 4: Disciplinary action Clause 43. Any process undertaken under clause 42(1)(e) for terminating the contract of enrolment under clause 42(1)(b) or for taking disciplinary action under clause 42(1)(d) must be in accordance with the principles of natural justice (which includes those necessary to ensure the prompt, considered, and fair resolution of the matter that is the subject of the action).	NZCLE Regulations and appeals process	Compliant		
Process 5: Insurance Clause 44 (1). Each signatory must have practices that ensure, as far as practicable, each international tertiary learner who is enrolled with the signatory for educational instruction of 2 weeks' duration or longer has appropriate insurance covering – (a) the international tertiary learner's travel – i. to and from New Zealand; and ii. within New Zealand; and iii. if the travel is part of the educational instruction, outside New Zealand; and (b) medical care in New Zealand, including diagnosis, prescription, surgery, and hospitalisation; and (c) repatriation or expatriation of the international tertiary learner as a result of serious illness or injury, including cover of travel costs incurred by family members	Included in the enrolment process	Compliant		



assisting repatriation or expatriation; and (d) death of the international tertiary learner, including cover of – i. travel costs of family members to and from New Zealand; and ii. costs of repatriation or expatriation of the body; and iii. funeral expenses.				
Clause 44 (2). Subclause (1)(a)(i) and (ii) includes the international tertiary learner's travel to and from their country of origin or citizenship before their educational instruction begins and after it ends (which may be outside of the enrolment period).	Included in enrolment emails	Compliant		
Clause 44 (3). Subclause (1)(a)(i) does not include the international tertiary learner's travel to other countries unless that travel is primarily for the purpose of embarking on connecting flights to and from New Zealand.				To review Education Support process document to ensure this aspect is clear.



Process 6: Immigration matters Clause 45. Signatories must have practices that as far as possible will ensure that international tertiary learners are entitled to study in New Zealand under the Immigration Act 2009, including – (a) ensuring that each international tertiary learner who enrolls with the signatory has the necessary immigration status for study in New Zealand; and	Visa required as part of enrolment. Enrolments from offshore international students intending to study the course fully online.	Compliant		
(b) reporting to Immigration New Zealand known or suspected breaches of visa conditions by international tertiary learners; and		Compliant		
(c) notifying Immigration New Zealand of terminations of enrolment.		Compliant		
Process 7: Student fee protection and managing withdrawal and closure Clause 46 (1). Signatories must ensure that – (a) fees paid by international tertiary learners are secure and protected in the event of student withdrawal or the ending of educational instruction or the closure of a signatory; and	Public Trust fee protect	Compliant		
(b) its refund policies are fair and reasonable; and		Compliant		
(c) it provides its international tertiary learners (or the parents or legal guardian of international tertiary learners under 18 years) with sufficient information to understand their rights and obligations under those refund policies.	Information on website	Compliant		



Clause 46 (2). A refund policy must include refund conditions for the following situations – (a) failure by an international tertiary learner to obtain a study visa; and (b) voluntary withdrawal by an international tertiary learner; and (c) the signatory ceasing to provide a course of educational instruction as contracted with an international tertiary learner, whether as the result of a decision by the signatory or as required by an education quality assurance agency; and (d) the signatory ceasing to be a signatory; and (e) the signatory ceasing to be a provider.	Information in course manual	Compliant		
Clause 46 (3). In the situation in subclause (2)(c) or (d), the tertiary signatory must deal with fees paid for services not delivered or the unused portion of fees paid as follows – (a) refund the amount in question to the international tertiary learner (or the learner's parent or legal guardian); or (b) if directed by the international tertiary learner or the code administrator or the agency responsible for fee protection mechanisms, transfer the amount agreed with the student (or the student's parent or legal guardian if the student is under 18 years) to another signatory.	The PLSC course is a short format course of 13/18/40 weeks. Due to the structure of the course, it is not conducted in 'portions' which can be 'unused' or refunded. Payment for the course must be in full, and refunds are given under our existing refund policy.	Compliant		

Outcome 11: International learners receive appropriate orientations, information and advice

Signatories must ensure that international tertiary learners have the opportunity to participate in well-designed and age-appropriate orientation programmes and continue to receive relevant information and advice to support achievement, wellbeing and safety.

Phase in the gap analysis process:	PREPARE	MAKE SENSE		
Key required processes	Information we can gather to use as evidence of our compliance with this clause	COMPLIANT	GAP (in evidence)	GAP (in practice)
Process 1: Provision of information Clause 48. Signatories must – (a) ensure that information and advice provided by the signatory to international tertiary learners is accurate, age-appropriate, up to date and presented in a way that meets the ongoing needs of diverse learners; and	Information is available in a variety of means, including the PLSC Course Handbook, information on the website, information on the learning platform, and announcements/ emails by the team. Given that our learners are all working towards becoming lawyers or having legal careers, the information is provided in a relevant manner for this group.	Compliant		
(b) ensure that ongoing provision of information and advice is appropriate to the needs of the learner (or the parents or legal guardian of international learners under 18 years) within the particular learning, communal and residential context; and		Compliant		



(c) provide the names and contact details of designated staff members responsible for international tertiary learner support; and	Students provided with details of the Education Support team as part of the pre-enrolment process, as well as Key Contacts document.	Compliant		
(d) provide appropriate information relating to health and safety of international tertiary learners (including in relation to any disabilities or impairments a learner may have); and	As outlined in the Domestic Self Attestation document	Compliant		
(e) provide information about the termination of enrolment; and	Website and learning platform, as well as course handbook	Compliant		
(f) provide information to international tertiary learners (or the parents or legal guardian of international learners under 18 years) about their legal rights and obligations and, where possible, the risks when learners receive or accept advice or services; and	Course handbook	Compliant		
(g) provide information about the international tertiary learner's rights and entitlements, including any entitlement to a fee refund, if the learner voluntarily withdraws from the educational instruction; and	Course handbook and website	Compliant		



(h) provide each international tertiary learner with full information and advice on – i. all relevant policies of the signatory; and ii. the services, support, and facilities that the signatory offers; and iii. where applicable, how to adjust to a different cultural environment; and iv. where applicable – (a) minimum wages and labour conditions in New Zealand; and (b) maximum hours of work permitted under visa conditions; and (c) how to access information and support regarding employment; and (d) how to report misconduct by employers; and	Points I and ii are provided on the website, and Canvas course, or in Orientation. For iii and iv, given the nature of our course, and the nature of our international students (being largely working professionals), these are not applicable to the PLSC course.	Compliant		
--	--	------------------	--	--