

REPORT OF THE INTERNATIONAL EDUCATION APPEAL AUTHORITY

1 OCTOBER 2003 TO 30 SEPTEMBER 2004

Published on behalf of the International Education Appeal Authority by the
International Unit, New Zealand Ministry of Education

Marilyn Wallace

International Education Appeal Authority

ISBN 0 - 478 - 13304 - 9

ISBN WEB 0 - 478 - 13305 - 7

Contents

Introduction.....	3
Complaint statistics.....	3
Breakdown of complaints by provider type	4
Complaint type	4
Resolution of Complaints	4
Breakdown of Resolution of Complaints.....	5
Publication of the Education Provider’s Name.....	5
Referral to the International Education Review Panel.....	5
Conclusion	5
Appendix.....	7
I Provision of Information	7
II Information about refunds.....	8
III Information about the nature of the programme being offered	9
IV Homestay	10
V Expulsion.....	12
VI Agents	14
VII Unconscionable Bargain	15
VIII Providing a copy of the contract.....	17
IX Interpretation of contracts.....	19
X Obligations of Private Training Establishments under section 236A(1)(c) and (d) of the Education Act 1989	19
XI Awareness of the Appeal Authority.....	21
Ten Rules for Education Providers	22

Report of the International Education Appeal Authority

In respect of the period 1 October 2003 to 30 September 2004

Introduction

The complaints mechanism in the Code of Practice for the Pastoral Care of International students fulfils two functions. The first is to provide students with a forum to air their grievances. The second, and equally valuable role, is to provide insights into the industry which assist in identifying the best practice for the industry as a whole, and to enable individual providers to make improvements to their systems.

The Code is a consumer protection system designed not only to provide protection for students but also to assist in protecting the reputation of the New Zealand Education Industry as a whole.

Many of the principles embodied in the Code simply articulate general principles already formulated in existing consumer protection law such as the Consumer Guarantees Act 1993 and the Fair Trading Act 1986. The Code is concerned with the special requirements of International Students under these laws. In effect, compliance with the Code will assist providers to meet their obligations under the ordinary laws of New Zealand.

The majority of International students in New Zealand have a contractual relationship with their education provider. In the state sectors of the education industry this is a relatively new concept. The rights and obligations of the parties flow from the contract document. Just as when an individual goes to the dentist he or she is entitled to assume that certain quality standards will be met; likewise, when an international student purchases a course of education he or she is entitled to assume that it will be fit for the purpose for which it was intended. In the context of education, the provider needs to ensure that the course offered is suitable for the students who enrol and the course itself needs to be of a certain quality. In addition, international students need particular requirements to be met to ensure success.

The Code serves to furnish education providers with guidelines for meeting their contractual obligations and to remind providers that, in most cases, they are involved in a contractual situation. To this end providers are required, for example, to provide students with a copy of the contract to which they are party.

Complaint statistics

While education providers have provided documentation to the Code Administrator as evidence of their compliance with the Code, very often it is only when a complaint arises that weaknesses in their systems are detected.

There were fewer international students in New Zealand in the period 1 October 2003 to 1 October 2004 than in the previous year. However the number of complaints received by the Authority increased from 69 for the previous year to 101. It seems likely that the increase is due to increased awareness of the complaints mechanism rather than any deterioration in the quality of services offered by providers. I believe that further work is required to make students aware of the existence of the Authority.

Of the complaints received, 18 were from the Code Administrator and were related to non-compliance with the Administrator's requirements. The remainder were received from individual students or in some cases groups of students. Complaints were made by students from China, Thailand, Japan, India, Korea, Germany, Russia, Bulgaria and Brazil. The complaints involved 84 different providers. Private Training Establishments (PTEs) continue to be the single most common type of provider represented with 53 complaints. Within that group, 40 different providers were involved. 7 had more than one complaint against them.

Breakdown of complaints by provider type

	2003/2004
Private Training Establishments	53
Secondary Schools	17
Primary Schools	12
Universities ¹	12
Polytechnics	6
Colleges of Education	1
Total complaints	101

Complaint type

Complaints related to: poor quality homestay accommodation, course quality and inappropriate course placement, misleading information about course costs, inadequate information about the nature of courses, expulsion, inadequate information about refund provisions and the interpretation of refund provisions. The provisions of section 236A of the Education Act 1989 which require PTEs to provide refunds of fees to students who withdraw from their course within 7 days of the commencement of the course continue to provide fertile ground for dispute. PTEs in some cases used a variety of ploys to avoid their obligations under the Act.

Resolution of Complaints

Before a complaint can be investigated by the Authority it must first have been through the education provider's internal grievance procedure. In those instances where a complaint has come to the Authority before this has occurred, the complaint has been referred to the education provider to commence its internal grievance process.

The Authority does not hold "hearings" in the conventional sense. Evidence is gathered by letter, email, telephone and individual interview. When a student is interviewed interpreters are used if necessary. It is not uncommon for students to express relief simply at being able to tell their story. A preliminary assessment of the complaint is made available to the parties, giving them the opportunity to examine the evidence gathered and make additional submissions before a final report is issued.

Where clarification regarding "best practice" in the industry has been required, I have sought the "expert opinion" of those employed in the industry. I would like to take this opportunity to thank those individuals who have freely given their ideas and advice when approached.

¹ Includes English Language Schools attached to Universities and includes 1 complaint supported by 98 students.

Breakdown of Resolution of Complaints

No jurisdiction or complaint not accepted ²	6
Complaint withdrawn/discontinued ³	21
Settled during investigation	34
Preliminary Assessment issued. No further action required	7
Final Report issued	16
Awaiting disposition	17
Total	101

Publication of the Education Provider's Name

Section 26.2 of the Code provides that in addition to corrective action, the Authority may publish an education provider's name. The Authority directed that the name of the New Zealand Institute of Studies and Aspect International Language Academies (Auckland) be published when they failed to comply with a final report. Case Notes 11 and 12 in the appendix refer to these cases in greater detail. The Authority may use this sanction more often in future against education providers who breach the Code more than once, for the same reason.

Referral to the International Education Review Panel

Sections 26.4 and 26.5 of the Code provide for the Authority to make recommendations to the International Education Review Panel where a signatory has failed to comply with a sanction or where a signatory has committed a serious breach of the Code.

No referrals were made during the period 1 October 2003 to 1 October 2004. However, referrals have since been made in respect of 5 complaints received during that period. Four of these referrals related to Code Administrator complaints.

Conclusion

There were 1249 education providers in New Zealand who were signatories to the Code as at 1 October 2004. The complaints received related to only 84 institutions. This statistic suggests that the majority of providers maintain high standards in dealing with their international students.

² This category includes complaints about issues arising before the education provider became a signatory to the Code, and a complaint requiring translation.

³ This category includes complaints referred back to the education provider for consideration under the providers' internal grievance procedure, and complaints where the complainant has failed to respond to requests for information from the Authority.

The cases outlined in the appendix to this report draw attention to common “*problem areas*” in the provision of education to international students in New Zealand. A small number of these cases suggest that some education providers are deliberately attempting to circumvent the provisions of the Code and consumer protection laws in their dealings with students. However I would emphasise that these cases are a small minority. In most instances it is apparent that problems could have been minimised simply through improved care, rigour or communication on the provider’s part.

From the Authority’s perspective a key focus for improvement lies in the area of the contract document. But it is clear that contract safeguards alone do not determine the quality of a student’s experience in New Zealand. Students are also dependent on the goodwill, energy and understanding of education providers committed to their particular needs.

M A Wallace

International Education Appeal Authority

Appendix

This Appendix contains case notes of a number of complaints received by the Authority. The case notes deal with the following issues:

- Provision of information
- Homestay
- Expulsion
- Agents
- Unconscionable bargain
- Providing a copy of the Contract
- Interpretation of Contracts
- Obligations of Private Training Establishments under s 236A(1) of the Education Act 1989
- Awareness of the Appeal Authority

I Provision of Information

Section 4 of the Code of Practice requires education providers to provide information to prospective students before the student enters into any commitments. Section 4.2.1 requires information about the cost of tuition and all other course related costs, so that there are no substantial hidden costs to be provided. Where a student is planning a course of more than one year the student will need to have some idea of course costs in second and subsequent years to ensure that he or she has the financial capacity to undertake the course. It is important that education providers ensure that any representations they make in relation to course costs in second and subsequent years are accurate.

Case Note 1

R enrolled in the first year of a 2-year diploma programme at a PTE in 2003.

The school's information for overseas students relating to course fees for the two year diploma stated:

*“Course fees per year: \$8,000.00.
The course fees cover all tuition fees on the ... diploma course for 38 weeks of each year.”*

Prior to the commencement of the second year of her course, R received notice from the school that the fees would be \$12,000 for the 2004 year.

R at the instigation of her parents complained to the Authority stating that she understood that the fees would be \$8,000 in both the first and second year of the course.

The school advised the Authority that it had needed to increase its fees to meet the cost of complying with the Code and that it had notified its international students of the increase verbally in August 2003. The school argued that it was implicit that the fee originally quoted was subject to change or variation.

The Authority found that the use of the term “*each year*” conveyed to the reader that the fee would be \$8,000 in both the first and second years. The information did not include any indication that the fees may be increased or an implication that the fees could be increased in subsequent years.

The representation contained in the documentation that fees would be \$8,000 in each year was likely to mislead prospective students and in fact did lead R and her parents to believe that for each year of the diploma she was enrolled in the course fee would be \$8,000.

The Authority considered that the school had breached section 4.2.1 of the Code in failing to adequately advise the student of the cost of tuition and all other course related costs so that there are no substantial hidden costs. The Authority considered that the provider was in breach of s 9 of the Fair Trading Act 1986 and that this was a breach of section 13.2 of the Code which requires that contractual and financial dealings between signatories, or their agents, must be conducted in a fair and reasonable manner.

As R had paid \$12,000 to enable her to resume her studies at the beginning of the 2004 year, the Authority directed that the school refund the sum of \$4,000 to R in respect of the 2004 year and directed the school to amend its documentation to alert prospective students to the possibility that fees may increase from year to year.

The provider complied with these directions following the delivery of a final report.

II Information about refunds

Section 4.2.4 of the Code requires signatories to provide information about refund provisions in written or electronic format prior to the student entering into any commitments. The Authority considers that this requires the education provider to provide information about its refund policy on every occasion a student enters into a new commitment.

On a number of occasions the Authority has noted that an education provider appears to have more than one refund provision. Providers should ensure that they have only one refund provision. For example, it is inappropriate to have one refund provision in the enrolment information book and to have a separate refund provision on an information sheet specifically about refunds. Refund provisions should not be summarised.

The refund provisions should not be unduly complex. It is not necessary and is unhelpful for state primary and secondary schools to include the full text of section 4B of the Education Act 1989 in their refund provisions.

Obtaining a signed acknowledgement that the student or his/her parents have read and understood the refund provisions prior to accepting fees would assist in reducing disputes over refund provisions.

Case Note 2 (See also Case Note 9)

E was enrolled at a secondary school for the 2003 school year. She had studied at the same school in 2000, 2001 and 2002.

At the time of her initial enrolment at the end of 1999, E and her mother signed a document which included details of the school's refund provisions. In subsequent years the manager of international students at the school sent out an invoice to E's parents advising them of the tuition fees payable in the following year. An invoice for fees for 2003 was sent out in September 2002 and the fees were paid on 4 November 2002.

At the beginning of 2003, E gained entry to a tertiary provider. She withdrew from the school one week after resuming her studies in 2003. She sought a refund of fees. The school gave E a partial refund of fees. E lodged a complaint with the Authority alleging that she understood she was entitled to a full refund of fees if she withdrew prior to March.

The Authority found that it was likely that E's parents had been made aware of the school's refund provisions at the time the student was enrolled at the school at the end of 1999. E and her parents did not receive specific advice relating to the refund policy at the time of her re-enrolment in subsequent years.

The Authority considered that the contract between the student and the school ended at the conclusion of each year. The agreement for tuition in respect of the following year was in effect a new contract involving a new commitment between the parties. At the time the invoice was sent in respect of the following year, E and her parents ought to have been provided with a statement of the refund policy which would apply irrespective of whether or not the policy had changed, from the time E was originally enrolled. The provision of such a statement with the fees invoice would have assisted in focussing the minds of E and her parents on the issue and ensuring that there was no confusion about what the refund provision might be.

The Authority found that the Code requires that the refund provisions be provided in written form before the student enters into a commitment on each occasion the student enters into a commitment.

The Authority directed the school to pay a further refund of \$1,000 to the student and ensure that its refund policy was provided to existing students on each occasion that they re-enrolled.

The school agreed to these recommendations.

III Information about the nature of the programme being offered

Section 4.2.6 requires information to be provided on facilities, equipment and staffing and section 4.2.7 requires information to be given on the courses or qualifications the signatory offers.

In addition section 5.1 of the Code provides that prospectus or promotional material must give a fair and accurate representation of the activities and services the signatory is offering to provide.

The importance of communicating clearly the nature of the course offered was highlighted in the following case.

Case Note 3

J was enrolled at a secondary school in respect of the 2004 school year. He had previously studied at an Intermediate school in New Zealand for approximately six months. The school decided to introduce an English Intensive Programme (EIP) for certain new international students entering the school in 2004. The EIP involved new international students having a separate programme from all other students. Two teachers in particular were assigned to teaching the students in classrooms set aside solely for the EIP students. It was proposed that students would be moved from the EIP programme to mainstream classes when they were considered ready.

Prior to J's enrolment there was no written information about the EIP in the school's prospectus or other advertising material. The first written indication to the student and his mother that there was to be a special programme for international students was in a letter of 4 December 2003 written after J's enrolment had been accepted and the fees paid. The school alleged that the programme had been referred to when the student was interviewed prior to his enrolment being accepted.

J commenced school at the beginning of 2004 and was placed in the EIP programme. J and his mother were unhappy about his placement. J's mother was anxious for J to have the experience of being in a mainstream class in a New Zealand school. When she became aware of the full extent of the EIP she realised that this was not what she had contracted to obtain. She withdrew her son from the school at the end of the second week and enrolled him in an alternative secondary school where he was placed in a mainstream class. She sought a refund of fees. Her request for a refund was declined.

The Authority considered that the school concerned was taking a professional approach to the education of its international students. The EIP had been developed solely with the best interests of the international students in mind. However, the Authority was satisfied that the school had not provided any written information about the EIP in its prospectus or other material available in 2003. The Authority accepted that there may have been some reference to the programme at an interview conducted with the student. However there was no interpreter present and J's mother did not speak English. Even if the EIP had been explained in detail, J and his mother would not have fully understood the nature of the programme at the interview.

Had there been a document provided explaining the EIP and advising that if J's English fell below a certain level the school would place him in that programme, J and his mother could have taken the document away and examined it before making a decision as to whether that was the type of programme J wanted to be involved in.

The Authority was satisfied that in failing to provide written information about the EIP and associated mainstreaming English language proficiency requirements prior to the student's enrolment, the school was in breach of sections 4.2.4 and 4.2.6 of the Code of Practice.

In addition, the school did not provide any information about its refund provisions or other contractual terms until after school commenced in 2004.

The Authority found that the school failed to refund J's fees, in circumstances where it had not provided any written information about its refund provisions or the EIP, prior to the student enrolling the school was in breach of sections 4.2.4 and 4.2.6 of the Code.

The Authority also found the school had failed to conduct its contractual and financial dealings with the student and his mother in a fair and reasonable manner - in breach of section 13.2 of the Code.

The school was directed to refund fees of \$10,000 to the student together with interest on that sum at the rate of 11%. The school paid the amounts directed.

IV Homestay

Many providers undertake to arrange accommodation for their international students. Providing suitable accommodation arrangements may have a significant impact on a student's success in terms of study.

The Code places particular obligations on education providers enrolling students under the age of 18 years in relation to accommodation arrangements.

Section 18.1 of the Code provides that signatories must have robust procedures for the selection and monitoring of homestay carers and homestay residences. The procedures must include an assessment of the homestay carer's suitability and an on-site assessment of the suitability of the residential facilities.

The 2003 year saw homestay accommodation facilities in some centres stretched to capacity. While it may be some time before the difficulties presented by that situation arise again, providers need to ensure that they do not exceed their capacity to provide good quality homestay accommodation. Quality homestay is a finite resource. There may be occasions when an education provider may need to defer enrolment of a student when that resource is full.

Interviewing and surveying students about their homestay will be an important mechanism in monitoring a homestay placement. Homestay managers should also have a system for visiting a sick student.

English language schools need to recognise that secondary school age students require significantly more support and guidance than 18-year olds. They must employ sufficient support staff to ensure that these needs can be met.

Case Note 4

C (from Thailand) was enrolled in an English language course at an English language school commencing in May 2003, prior to commencing study at a secondary school in the same city. She was aged 14 years at the time she arrived in New Zealand in May 2003. Homestay was arranged in the first instance by the English Language School.

The homestay arranged was with a woman and her 4-year old daughter. Also living in the house was an 11-year old Korean girl attending a local primary school and a 25-year old male Korean student who attended the English Language School that C was to attend. The male student lived in a sleep-out on the property. The 11-year old Korean girl was accommodated in a small conservatory attached to a double bedroom. Initially C and her mother, who remained with her daughter for the first few weeks were accommodated in the double bedroom to which the conservatory was attached. C's mother requested that C have her own room. After the mother left C was given her own bedroom. The homestay mother moved into the double room to which the 11 year old student's "conservatory" was attached.

C said she was unhappy with the homestay at an early stage but her mother had insisted that she give it a try.

There were difficulties over food. C said that she was required to make her own lunch from leftovers from the previous night's dinner. There were limits on what she was allowed to eat at dinner and at other times. C was concerned about her homestay mother going into her room without knocking. A difficulty arose over conversations between C and her homestay mother as to whether C was receiving sufficient money from home. C said the homestay mother also asked that she pay homestay fees direct to her rather than through the education provider. A further issue arose over a radio belonging to C which the homestay mother retained for her own use.

C's dissatisfaction with her homestay came to a head when she was sick with the 'flu and remained at home in bed for a week. C said the homestay mother had shown very little care towards her during this time. She had had to clean up her own vomit when she was in the early stage of her illness. The homestay mother had been out a great deal of the time. On some occasions the homestay mother had been out without letting the student know she was going out. On one occasion C had awoken to find the house in darkness and a note advising her that the homestay mother and her boyfriend and daughter had gone out for dinner and that she should "*help herself to some noodles*". The homestay mother had taken C to the doctor but gone on to deliver her daughter to kindergarten. C said she had a follow up appointment with the doctor. The homestay mother had indicated she could not take her to this appointment as she was taking her daughter to the movies. The homestay mother had given her directions to walk to the doctor instead. The homestay manager did not visit the student while she was sick.

Following her illness and the intervention of the agent in Thailand, C explained her problems to the head of the school. An arrangement was made for C to change homestays. C reported she had not been willing to raise the issue of shifting directly with the school's homestay manager because the homestay manager's attitude generally was that it was always the student's fault if there were any problems.

C's mother subsequently made a complaint to the Authority on the basis that C's experience was one that the Authority needed to know about. C and her mother wanted better quality homestays for other students.

The Authority accepted that a small number of concerns led to C's overall dissatisfaction with her homestay. Ultimately the lack of care shown by the homestay host during the week that she was sick was the reason C initiated the process of getting her homestay changed.

The Authority found that the lack of care shown by the homestay host during the week C was sick was not consistent with the standard of care which might be expected of a suitable homestay host.

The Authority was of the view that there were a number of indicators which ought to have alerted to the homestay manager that this was not a satisfactory homestay placement for C, including:

- the fact that an 11-year old Korean girl was accommodated in a conservatory separated from a larger bedroom by a curtain;
- the fact that a 25-year old male student was already staying at the property;
- there were three international students with a wide range of ages and therefore a wide range of different needs living in a household consisting of one adult and a 4-year old child. This situation raised issues as to the ability of the homestay mother to provide adequately for the supervision and pastoral care needs of the 11 and 14-year old international students;
- the apparent degree of reliance by the homestay host on money from students.

The homestay manager was unaware of the living situation of the 11-year old Korean girl. The school used a contract which dealt in a clear and comprehensive manner with the homestay host obligations. It was not clear however how the homestay was monitored to ensure compliance with the contract.

The Authority concluded that the school did not have in place sufficiently robust procedures to ensure that a suitable homestay was arranged for the student. Nor did it have sufficiently robust procedures to monitor the student's homestay placement and that it did not follow its procedures.

The Authority required:

- (i) That the school put in place a formal system for checking compliance with its homestay contract obligations by interviewing the student to check compliance with the contract a fortnight after placement and by surveying its students about their homestay every five weeks.
- (ii) That the school include in its operations manual a provision requiring the homestay manager to specifically address the number of students in a homestay before placement.

- (iii) That the school include in its operations manual a formal requirement for regular meetings between the homestay manager and the school Director/Principal for the purpose of checking and recording information relating to student contact and homestay inspection prior to placement.
- (iv) That the school put in place a procedure to be incorporated into its operations manual for the homestay manager to visit a student on the third day they are absent from school as a result of sickness or earlier if appropriate.
- (v) That the school write a formal letter of apology C's mother regarding her homestay placement.

V *Expulsion*

State and integrated secondary schools are specifically required to comply with The Education (Stand down, Suspension, Exclusion and Expulsion) Rules 1999 in excluding an international student from school. All other providers have an obligation to ensure that the processes involved in excluding students are fair and comply with the rules of natural justice.

In the Authority's view providers should take into account the particular circumstances of an international student including the fact that they may not be able to remain in New Zealand if expelled. Reasons must be given for decisions and communication should be made with students' parents. Communication solely with a homestay parent will not suffice.

Case Note 5

C was enrolled in Year 12 at a secondary school for the 2003 academic year. She was expelled on 26 August 2003 for gross misconduct as a result of using and sharing marijuana on a school trip. A complaint was made to the Authority alleging that there were breaches of natural justice in the procedures adopted by the disciplinary committee of the Board of Trustees and that the Board had failed to have sufficient regard to the impact of the penalty on the student.

C was aged 15 years at the time she arrived in New Zealand. She initially lived with the family of the chairman of the Board of Trustees. Subsequently she moved to live with a teacher at the school. A mid year school report in relation to C indicated that she was doing very well at the school with all of her teachers making positive statements about her scholastic achievements and attitude at school.

In August 2003 the student was part of a group of students and two teachers who went on a school trip. One of the supervising teachers was C's homestay host. Students were warned both verbally and in writing that neither drugs nor alcohol would be tolerated on the trip. The student said, however, that there was discussion among the students about these matters and as a result she purchased \$10 worth of marijuana to take on the trip with her. Over the course of the trip the student smoked her marijuana and shared it with others. Alcohol was also consumed by the group.

The school authorities learned of the group's activities and C was interviewed in relation to her involvement. She admitted smoking marijuana but denied purchasing it. She said that she had given money to another student to purchase it. The student was initially suspended but remained living with the teacher who had also been a supervising teacher on the trip. She was subsequently moved to another home. She obtained legal representation for the Board of Trustees hearing through a local community law centre.

The Board of Trustees heard the case relating to the student. Following the Board's deliberations it advised that it had decided to expel C for gross misconduct. The minutes of the meeting recorded solely that:

"The Board weighed the evidence before it, and considered all the options available to it. Resolved that C/R is expelled from school for gross misconduct."

A letter was written to C's then homestay mother also advising that the student had been expelled from the school for gross misconduct. There was no communication with C's agent who was based in a nearby town or C's parents.

Following the intervention of the Ministry of Education, the Board's decision was reviewed by a further sub-committee of the Board which upheld the original decision.

The Authority concluded that there were a number of respects in which the procedures adopted by the school and its Board failed to comply with the suspension and expulsion provisions of the Act. In particular:

- (i) The letter formally notifying C of her suspension stated that C was suspended for gross misconduct and continual disobedience although the only ground for her suspension was gross misconduct in supplying and using marijuana on a school trip.
- (ii) The letter did not accurately provide C's parents with any details of the offending or outline the consequences for C.

Section 18 of the Education Act 1989 provides that a school must immediately inform a student's parents of the suspension and the reasons for it. The school instead relied largely on communicating with R's homestay parent (at that stage a teacher at the school who had been in charge of the trip). Communication with the homestay parent does not satisfy the requirements of the Act when dealing with a matter as important as suspension and possible exclusion.

The school was in breach of the requirements of section 18 in not accurately outlining the reasons for C's suspension to her parents.

- (iii) The Board did not give reasons for its decision. Generally speaking there is an obligation to give reasons for a decision and although the Board found there had been gross misconduct it was not apparent that they addressed the second limb of s 14(1)(a) of the Education Act 1989 that the conduct was "*a harmful or dangerous example to other students at the school*". Amongst other things it was not clear that the consequences for the student and her ability to remain in New Zealand had been taken into account. This was a relevant factor to be taken into account and weighed against the severity of her offending. In the case of a foreign student, the fact that they are likely to have to return home if expelled should be considered. It does not mean that in appropriate cases they should not be expelled, but it does mean that the punishment may impact on them more severely than domestic students, particularly if they cannot be transferred to another school in New Zealand. It is therefore a factor that must be weighed in the balance in the same way as any special circumstances of domestic students are considered.
- (iv) While a decision to expel C could have been made in any case, given the severity of the offending, she was entitled to have both her good record and the impact of her expulsion taken into account properly. There was no evidence that this was done in this case. This was a breach of natural justice and contrary to section 13 of the Education Act 1989.
- (v) Section 17A of the Education Act requires that the Principal must take all reasonable steps to ensure that a student who has been suspended has the guidance and counselling that are reasonable and practicable in the circumstances. In this case C was living with the teacher who was directly involved in supervising the school trip. The Authority considered the school should have done more to ensure that C had adequate independent advice and guidance at an early stage.
- (vi) When the Board initiated the review process at the request of C's lawyer and the Ministry of Education, the sub-committee appeared to have fallen into the same error as the disciplinary committee in assuming it could not take account of the particular consequences of expulsion for C. Moreover it was unsatisfactory that the former board chair with whom C had lived, participated in this committee.
- (vii) It was important that the sub-committee fully document its processes and conclusions. It could not be a mere rubber stamp validating the actions of the disciplinary committee.
- (viii) The agent's complaints about lack of information from the school and particularly the Board for him and C's parents, were largely justified.
- (ix) The Authority concluded, however, that the decision made by the Board could not be judged to be so unreasonable that no reasonable decision-maker would have made it.
- (x) The Authority considered that in view of errors on the part of the school and the Board the student was justified in consulting a lawyer and bringing the matter to the attention of the Authority and for that reason the Authority considered it appropriate that the school contribute to the student's legal costs.

The Authority recommended that:

- (i) The school take steps to ensure that the parents of international students and their agents are advised promptly when a student is suspended from the school and provide adequate information about the reasons for suspension. They must also advise the parents and if appropriate the agent of the possible consequences including the impact on the student's immigration status.
- (ii) In the event an international student is suspended a school must take steps to ensure that guidance and counselling specific to the needs of the international student is arranged with the student promptly. This may include advice regarding sources of legal representation at a Board hearing.
- (iii) The school must take steps to ensure that the Board records in writing the reasons for its decisions when suspending or expelling a student.
- (iv) The school must take steps to ensure that the Board is aware of its obligation to take into account all of the circumstances relating to the student, including the possible effect on the student's immigration status, in reaching its decision.
- (v) The school pay the sum of \$1,000 towards the student's legal costs.

The school accepted these recommendations.

VI Agents

Where an agency relationship exists, the principal is bound by the acts of its agent as if the principal had in fact personally carried out the act in question (Laws of New Zealand, Agency, para 6). The provisions of the Code seek to reinforce the principle that in the education industry education providers will be responsible for the actions of their agents. Indeed, the Code requires that education providers cease dealing with agents who do not comply with the requirements of the Code. Section 11 of the Code requires that education providers advise recruitment agents that they must comply with the Code and that they acknowledge that the ethical performance of recruitment agents is of paramount importance.

Case Note 6

H enrolled at a PTE for a National Diploma in Business commencing on 2 February 2004 with the assistance of an agent (BW). Following her enrolment, she requested the agent who arranged her enrolment to defer commencement of her course while she studied for an IELTS examination. She had previously indicated to BW that her aim was to study at university. She understood that her request was granted, but no further documentation was issued. She understood that the deferral was to 1 March 2004.

On 25 February 2004 H received her IELTS result. Her score of 6 was sufficient to enable her to enrol in a university course.

H said that she advised BW on the same day that she received her IELTS result that she wished to withdraw from the Diploma course and receive a refund of fees. She waited for several days but when the agent did not obtain the money for her she went directly to the school herself and saw the marketing manager. The school declined to refund the student's fees. Subsequently, following the involvement of a lawyer, the school agreed to allow H to find another person to take her place. This student paid H \$9,500 and was enrolled at the school for the National Diploma in Business commencing on 14 June 2004.

H incurred a bill of \$3,973.25 in respect of the lawyers who arranged a partial settlement. H said she was unaware of the existence of the International Education Appeal Authority until April 2004.

The school noted its marketing manager was not an employee but an agent with a particularly close relationship to the school. It said it did not have any record of the agent who was responsible for the student's enrolment being an agent for the school. A commission for the enrolment was paid to the school's marketing manager in the first instance.

The school argued that the deferment of the student's start date was a "holiday". It argued that the original date the student was enrolled to commence her course was the date in respect of which the 7-day refund period ran. It also submitted that it was not responsible for the actions of the agents involved.

The Authority noted that the agency agreement between the marketing manager and the school itself clearly contemplated the appointment of sub-agents and that it was reasonable to infer that the marketing manager was authorised to appoint sub-agents. With the express or implied consent of the principal an agent can delegate authority.

On the basis of the agency agreement between the marketing manager and the school and the fact that both the sub-agent and the agent clearly stated that BW was an agent for the school, the Authority concluded that BW was an authorised agent for the school.

The Authority found that:

- the agent BW understood that if H obtained an IELTS score of 6 prior to the March commencement date the student would withdraw from her course at the institute;
- BW contacted the marketing manager (also an agent) and advised that the student wished to defer the commencement of her course;
- the marketing manager indicated to the subagent that the student could defer commencement of the course to 1 March 2004;
- that the institute and its agent knew that the student would not be commencing her course until 1 March 2004; and
- while the marketing manager noted that the deferral would be on the basis that the student would not subsequently withdraw from the course, she was uncertain as to whether she had explained that to BW. The Authority was in no doubt that this condition was never explained to the student;
- no written advice relating to the course deferral or the fact that the deferral would be treated as a "holiday" from the course and the student would not receive a refund if she withdrew from the course after the original commencement date was given to H.

The Authority was satisfied that no advice that the delay in starting her course would be regarded as a "holiday" from the course and that this would be regarded by the school as different from a course deferral, was given either by the school or its agents to it. Whether it is called a "holiday" or a "deferral" the Authority was satisfied that the school had agreed that the student could commence her course on 1 March 2004. It did not require her to commence her course until that date. The student withdrew within the required timeframe from the deferred date and was therefore entitled to a refund of fees.

The Authority directed the school to pay a refund of \$3,800 plus interest at 11% and \$3,000 towards the student's legal costs.

The school declined to comply with these sanctions. The Authority referred the matter to the International Education Review Panel with a recommendation that the school be suspended as a signatory to the Code.

The Authority understands that the provider in fact paid the amounts directed by the Authority prior to the hearing by the Review Panel. The Review Panel has since issued a decision upholding the decision of the Authority. The Review Panel did not impose any further penalty.

VII Unconscionable Bargain

Section 13.2 of the Code provides that education providers will conduct their contractual and financial dealings with students in a fair and reasonable manner.

The Authority will not generally consider whether the particular terms of a contract between a student and an education provider are fair and reasonable and has specifically declined to embark on such an exercise on occasion when a student has requested the Authority to do so. The Authority generally considers that a student has an option to enter into a contract. However, there has been one occasion in the year ended 1 October 2004 where the Authority considered that

the circumstances and terms of the contract were so overwhelmingly unfair that the provisions of section 13.2 had been breached.

Case Note 7

L enrolled in an English language course at a PTE for six months. She withdrew from the course within 7 days of the commencement of her course. Her tuition fees were refunded in accordance with section 236A(1) of the Education Act 1989. However, a sum of \$2,220.00 was deducted in respect of the homestay fees which the student had paid to the school. In doing this the school relied on a provision in its homestay contract which provided in relation to homestay fees:

“The first 12 weeks are payable in advance and are non-refundable. Thereafter homestay payments are 4-weekly in advance.”

L said that when her visa application had been approved in principle the agent she was working with had faxed the homestay application form to her and explained to her that the form was for her to choose the kind of homestay family she preferred. The agent did not explain that the form was a contract and did not discuss with her the terms of the contract. The agent had said that the accommodation form was part of the normal process and every student had to sign it. The school disputed this account of events.

L’s homestay provider said that she had received one payment for four weeks in respect of the student’s homestay fees from the homestay company. She had had to chase the homestay company over that payment and had not received any further payments.

The school said that it required the first 12 weeks homestay fees to be non-refundable to enable it to source and retain homestay provider families. It argued that these families enter into commitments based on the first 12 weeks of homestay fees being non-refundable. The school also noted that the L’s level of English on arriving in New Zealand was such that she had the ability to understand the nature and intent of the homestay contract and that her previous background indicated she would have understood the importance of understanding a contract before she signed it.

The Authority found that:

- (i) The school’s enrolment form which was accompanied by a copy of the school rules including refund procedures was in Chinese. The homestay application form was in English. This may encourage prospective Chinese students to focus on conditions contained in the more accessible enrolment application form than the homestay application form.
- (ii) There were two provisions in the school rules making reference to homestay fees. In both of these clauses the translation from Chinese to English indicated that after 7 days no course fees would be refunded except the unused homestay accommodation fees. No reference was made in that document to the 12-week forfeiture clause contained in the homestay contract.
- (iii) The homestay contract provided in paragraph 4 that the student would vacate her homestay accommodation on the same day that she terminated her study at the English language provider. Several sections later the contract provided that the first 12-weeks homestay fees are payable in advance and are non-refundable. The Authority considered that the separation of the two clauses added unnecessarily to the complexity of the document.
- (iv) Taking into account the references in the enrolment application form translated into Chinese relating to homestay and the manner in which the conditions relating to the homestay contract were set out, the Authority considered that the potential for a student to overlook or fail to understand what was an unusually punitive clause was extremely high.
- (v) It did not accept the provider’s explanation that 12-weeks of homestay fees were required to enable the provider to source and retain homestay provider families as the fees were not paid to the homestay host but were retained by the provider.
- (vi) It noted that the provision appeared to be a mechanism for circumventing the safeguards provided to students in section 236A of the Act.

- (vii) Whilst homestays are not covered by the Residential Tenancies Act 1986, section 23 of that Act provides that a landlord shall not require payment of any rent more than two weeks in advance. The requirement to pay rent in contravention of this provision is regarded as unlawful. A requirement that an international student forfeit 12 weeks homestay fees falls well outside the parameters of what Parliament regards as fair and reasonable in relation to tenants generally.
- (viii) While the provisions of section 236A(1)(c) and (d) of the Education Act 1989 and the Residential Tenancies Act do/did not apply to this case, they provided an indication of what could be considered fair and reasonable.
- (ix) The arrangement of accommodation is commonly carried out by education providers to satisfy the Immigration Service that its requirements in relation to accommodation are complied with and to facilitate the visa process. Many students have little choice but to apply for homestay through the particular education provider they have enrolled with because of this requirement.

Taking all these circumstances into account the Authority considered that the homestay contract was an unconscionable bargain and contrary to the provisions of [now section 13.2] of the Code.

The Authority recommended that the education provider refund all homestay fees to L with the exception of the first four weeks. The Authority required the provider to amend its homestay contract by deleting the words *“the first 12 weeks are payable in advance and are non-refundable”*.

The provider accepted these recommendations following the issuing of the preliminary assessment.

VIII Providing a copy of the contract

Section 13.3 of the Code requires that all contractual and financial arrangements between signatories and/or recruitment agents on the one hand and international students on the other hand must be recorded in writing, and international students or their parents must be given a copy of any agreement they are a party to. The Authority is of the view that the clause envisages providers having a comprehensive contract document covering the terms of the agreement with the student.

In a number of cases previously referred to the education provider has failed to comply with this requirement. In the Authority’s view students or their parents should be given a copy of the agreement with the education provider after it has been signed. Providing a copy of the agreement may assist in reducing future disagreement.

Case Note 8

Mrs S enrolled her children with the assistance of an agent at a primary school in New Zealand. Following an unpleasant incident with another parent, she decided to withdraw the children from the school and enrol them elsewhere.

The school’s refund policy provided that if the student’s enrolment was terminated the school was entitled to keep a minimum of one term’s fees.

The Authority found that Mrs S’s decision to remove her children from the school was not a result of any breach of contract by the school. Moreover it found that the agent who had assisted Mrs S with the children’s enrolment was her agent and he had had ample opportunity to read and understand the school’s refund policy. Any failure to inform Mrs S of the refund policy was the agent’s responsibility and not that of the school. While Mrs S’s agent had been given a copy of the enrolment agreement prior to it being completed, Mrs S was not given a copy of the agreement after she had signed it. Section 13.3 states:

“Parents must be given a copy of any agreement they are party to.”

The Authority found a parent is not a party to an agreement until the agreement has been concluded. Furthermore, providing a copy of the signed agreement will ensure that in the event of difficulties arising in future, the parent can consult the agreement they have signed and give consideration to how the refund provision might affect any proposal to withdraw a student from the school. The Authority further noted that as far as possible the signed agreement should be given to the parent rather than the agent as after initial enrolment the parents may not have ongoing contact with the agent.

The Authority found that the school was in breach of section 13.3 of the Code in failing to give Mrs S copies of the agreement she was a party to. It was possible that had Mrs S had the document to refer to, before an appointment with the principal to work through the difficulties that had arisen, she would have been more aware of the school's refund provisions and possibly more willing to consider working through the problems that had arisen. The school was directed to pay \$500 in respect of each agreement it had failed to provide to Mrs S.

The Authority further noted in this case that the school appeared to have more than one refund policy. Mrs S had signed the more stringent of those policies. It could not therefore be said that she had been disadvantaged in any way. The Authority required that the school take steps to ensure that all information relating to its refund policy was consistent and that refund policies should not be summarised. The school accepted these recommendations.

Case Note 9

Y enrolled in a 4-week English language course at a PTE commencing on 11 August 2003. She completed the enrolment form and paid a fee of \$1,190 on 31 July 2003. Two days later she notified the school that she wished to cancel her enrolment and requested a refund of fees.

A refund of \$676 was made to the student some 7 weeks later. Y complained about the failure of the education provider to explain its refund provisions to her and its failure to provide her with a copy of the contract that she had signed. She also submitted that given that she had withdrawn from the course two days after enrolling the amount of refund was unreasonable and the delay of 7 weeks in refunding her fees was unreasonable.

The education provider advised that it was not its practice to copy the signed enrolment form and forward it to the student or their parents. Students were free to take a copy of the registration form before forwarding it to the education provider.

Y's New Zealand boyfriend said that he had had to ask repeatedly for a copy of the contract.

The Authority found that the Code does not specifically require a verbal explanation of refund provisions to be given to a prospective student, but signatories are required to conduct their contractual dealings with international students in a fair and reasonable manner. If students with limited English ability were to present themselves at an English language school seeking to enrol there may well be occasions where the Authority would expect the education provider to provide either a verbal or written explanation of the policy in the student's native language or take steps to ensure that they obtained advice about the contract before signing it. It would not be fair and reasonable for a person with limited English seeking tuition to be given forms setting out the cancellation provisions in English with no further assistance or explanation by the provider. However, in this case Y was accompanied by her boyfriend who was fluent in English. She was given the form to take away and it was reasonable for the provider's staff to conclude that Mr A would read through and discuss the registration form with Y if she was unable to do so herself. The fact that Y took the form away and had an opportunity to consider it before signing it, absolved the education provider from any further responsibility in terms of explaining the cancellation provisions in this particular case.

The Authority found, however, that two weeks should have been an adequate period for the school to make the necessary refund. Seven weeks was not acceptable. The failure to refund fees within a reasonable timeframe amounts to a breach of clause 13.2 of the Code. However, as the school had paid a refund greater than it was obliged to pay by virtue of NZQA rules relating to short courses, this was taken into account in the Authority's recommendations.

The Authority found that the school had breached the code in failing to provide a copy of the contract to the student as required by section 13.3.

The school was required to pay the student a further \$100 in respect of breaches of the Code in failing to provide a copy of the contract and the delay in making a refund.

IX Interpretation of contracts

It is not uncommon for the Authority to receive complaints where the provider has not paid proper regard to its own refund provisions.

Case Note 10

C was enrolled at a secondary school. As a result of a particular incident he decided to withdraw from the school. An issue arose as to how the refund of fees should be calculated. In considering the refund of fees the school deducted \$500 from the fees which it paid to C's homestay host in respect of a toll bill. The background to this was that C had discussed with the homestay mother sharing an internet connection. Shortly before he left the homestay host received an internet bill for \$1,500. Inquiries were made and it was ascertained that the problem had been caused by a Trojan which had been downloaded onto the student's computer. C suggested that the problem may have been caused by the homestay's son using his laptop. The Authority found that the issue of the toll bill was primarily between the student and the homestay provider. The correct course would have been for the homestay provider to lodge a claim in the Disputes Tribunal against the student or his parents. There was no suggestion that the payment of \$500 in respect of the toll bill was a cost incurred by the school on behalf of the student. While the school paid the \$500 fee as a goodwill gesture to the homestay provider, there was no legal requirement on the school to pay the debt. The Authority concluded that the amount should not have been taken into account in calculating the refund the student was due to receive from the school without any notice to the student at the outset that this could occur or without express permission from the student that this could happen.

X Obligations of Private Training Establishments under section 236A(1)(c) and (d) of the Education Act 1989

Under the provisions of section 236A(1)(c) and (d) of the Education Act 1989 Private Training Establishments must permit a student to withdraw from a course at any time within 7 days after the first day of the course for which the attendance of the student at the establishment is required and seek a refund of the tuition fees paid.

Private Training Establishments are reminded that section 236A does not place conditions on the circumstances in which a refund must be given beyond the provision that withdrawal must occur within 7 days of the first day of the course.

A recent trend appears to be for education providers to permit agents to deduct their commission before forwarding tuition fees to the education provider. Providers should be aware that should they allow this to happen they will still be liable for the refund for the full amount of the tuition fees less 10% or \$500 whichever is the lesser amount.

A further recent trend appears to be education providers allowing students to defer their start date, call the deferral a "holiday" from the course and declines to refund fees if the student seeks to withdraw at the later commencement date. Section 236A(1) permits the student to withdraw within 7 days of the first day of the course for which attendance of the student at the establishment is required. The Authority considers that the deferred start date is the first day of the course for which attendance of the student at the establishment is required.

Case Note 11

D enrolled at the New Zealand Institute of Studies for a 48 week English course. A letter dated 8 October 2003 issued to D by the school recorded that the student was commencing study on 6 October 2003. On 10 October 2003 he advised New Zealand Institute of Studies that he was withdrawing from his courses. He requested a refund of fees. The New Zealand Institute of Studies declined his request. The New Zealand Institute of Studies initially alleged that the course D was enrolled in commenced on 15 September 2003. It subsequently acknowledged that on 9 September the student's official start date was changed by a New Zealand Institute of Studies staff member to 29 September. The student arrived late in any event. Whilst students arriving late are permitted to start late and are still given the full course, for legal purposes the start date remains the same. The letter issued on 8 October was to enable D to complete various tasks such as opening a bank account.

D said that there had been a delay in issuing his visa which was not issued until 26 September 2003. D received his passport on 29 September 2003 and travelled to Auckland on 6 October 2003. D commenced study on 8 October.

D said that he was told by his agent that the English course started every Monday and he could start the day after his arrival. D said that he did not receive any information suggesting that if he started his course later there would be a change in respect of the refund provisions.

The agent involved in the student's enrolment said that he was aware that the student's visa was delayed but he did not get in touch with New Zealand Institute of Studies to advise them of the delay. He said that it was usual for courses to start every Monday and he did not anticipate any difficulty.

The Authority considered there had been a variation of the contract in this case. The variation was evidenced by the words and conduct of the parties in addition to the document issued by the school stating that D had commenced his course on 6 October. The New Zealand Institute of Studies did not object to the student commencing his course on 8 October. Moreover it was clear that the length of the course would remain the same.

Given that D's visa was not issued until 25 September and that he needed to obtain his passport and make arrangements to fly to New Zealand, it was highly unlikely that it would have been possible for D to arrive in New Zealand for a course commencing on 29 September. D was unaware of the change of course date to 29 September in any event.

The New Zealand Institute of Studies' agent was well aware of the delays in the student visa being issued and as the New Zealand Institute of Studies agent it would have been incumbent on him to inform D of any difficulties regarding postponing the commencement date of his course. The agent did not do this because he understood D would be able to defer the commencement of his course until he arrived in New Zealand.

The Authority found that it was not open to the New Zealand Institute of Studies to vary the commencement date of the contract for all practicable purposes but also claim that the refund period required by section 236A(1)(c) and (d) of the Education Act 1989 only applies in respect of the original commencement date.

The Authority required New Zealand Institute of Studies to refund the tuition fees less \$500 together with interest at 11%.

New Zealand Institute of Studies did not comply with the Authority's rulings within the required timeframes and the Authority therefore directed publication of the provider's name. The matter was however settled prior to the complaint being referred to the International Education Review Panel.

Case Note 12

B enrolled at Aspect International Language Academies (Auckland) for 25 weeks from 21 May 2003 to 22 November 2003. The student returned to China at the end of his course.

B returned to New Zealand and enrolled in a further 24 week General English course at Aspect International Language Academies (Auckland) commencing on 29 March 2004.

The student commenced his course on 29 March 2004, but gave written notice that he wished to withdraw from the course and requested a refund of fees on 1 April 2004.

Aspect International Language Academies (Auckland) argued that the student was a "returning student" and that the course he enrolled for in 2004 was a continuation of the 2003 course.

The Authority was satisfied that his enrolment in a further English Language course of 24 weeks English language in 2004 was a separate course from the one he was enrolled in in 2003. The Authority did not accept that the second group of lessons could be characterised as a continuation of the course from the previous year for the purposes of section 236A of the Education Act 1989.

When the student returned to China there was no guarantee he would return to New Zealand. The Authority also noted that the student was not required to give reasons for withdrawing from the course.

Aspect International did not accept the preliminary assessment of the complaint and a final report was issued. The Authority directed Aspect International Language Academies to refund the fees less \$500 together with interest at 11% from 1 March.

Aspect paid the tuition fees as directed but declined to pay interest. As a result the warning that failure to comply with the Authority's directions would result in publication of the providers name was invoked.

Case Note 13

Z was enrolled in a 48 week English course commencing on 12 January 2004. On 14 January 2004 Z advised the provider that he wished to withdraw from the course and sought a refund of fees.

The principal advised Z he should go to his class and sort the matter out with his agent in Auckland. A short time later the principal found Z outside in the street with his friends. The principal went up to Z and told him he needed to return to the class straight away. Z disobeyed this instruction and did not return to the class.

The school purported to expel Z. A letter to this effect was handed to Z. Z was advised that he was not entitled to a refund as he had been expelled. The Authority found that the principal's purported attempt to expel Z after he had communicated his intention to withdraw from the course was totally inappropriate. Moreover the conduct complained of could not justify expulsion.

The Authority found that the purported expulsion was an attempt to avoid the provisions of section 236A(1)(c) and (d) of the Education Act 1989, was highly unprofessional and contrary to the standards expected of signatories to the Code. The provider was directed to pay the student a refund of his fees less \$500 together with interest at 11%.

The provider complied with the sanctions imposed by the Authority following the preliminary assessment.

XI Awareness of the Appeal Authority

Section 7.2 of the mandatory Code of Practice provides that when enrolling an international student a signatory must provide the international student with certain information which includes a summary of the Code of Practice attached as Appendix 1 to the Code. This Appendix includes information about the existence of the International Education Appeal Authority and its ability to investigate complaints.

Section 15.2 requires providers to provide support service to international students including:

15.2.3 Advocacy procedures to ensure students are made aware of and how to access external grievance procedures under the Code.

The voluntary code specifically required education providers to alert students to the existence of the International Education Appeal Authority complaints mechanism when a provider had been unable to resolve a dispute.

From time to time the Authority receives complaints directed to the Ministry where it is apparent that those involved were unaware of the International Education Appeal Authority. In a number of cases a student who has remained unaware of the International Education Appeal Authority has consulted a lawyer. Where the Authority has found that an education provider was in breach of the Code the Authority has directed the provider to contribute towards the student's legal costs. (See Case Note 6)

When a dispute has been through the internal grievance procedure and the education provider has been unable to resolve the dispute, it is suggested that the provider advise the student of the existence of the International Education Appeal Authority, to ensure that their obligation under Section 15.2.3 has been discharged.

Ten Rules for Education Providers

- (1) Students must be given accurate information about the nature of the courses they wish to enrol in.
- (2) The course a student is enrolled in must be appropriate for the student.
- (3) The student must be given accurate information about course costs, including the cost of study in subsequent years.
- (4) The student must be given a copy of the refund provisions before entering into any agreement.
- (5) The student must be given a signed copy of the contract they are party to.
- (6) The refund provisions must be clear.
- (7) The education provider will be held responsible for the actions of its agents.
- (8) If the education provider wishes to exclude the student the process must be fair.
- (9) If the education provider is arranging homestay they must have a reliable system for ensuring that the homestay provider is complying with the homestay contract e.g. survey the students.
- (10) If a dispute arises with a student and it cannot be resolved through the internal grievance procedure, the student should be informed about the provision for complaints to the International Education Appeal Authority – it may save the education provider from paying the student's lawyer's costs!

