

**PROCEDURE** FEE REFUNDS (3, 19,3)

# PURPOSE

 This fee refund procedure outlines how the School will manage a request for a refund of international student fees.

# PRINCIPLE

 To ensure a transparent, consistent, fair, and reasonable approach to any request for a refund based on the merits of each individual request.

# GUIDELINES

#### Request for a refund of international student fees

- 1. The School will consider all requests for a refund of international student fees. Requests should be made in writing to the School as soon as possible after the circumstances leading to a request. All refunds will be settled under the terms of this procedure unless otherwise agreed by the School.
- 2. A request for a refund should provide the following information to the School:
  - a. The name of the Student
  - b. The circumstances of the request
  - c. The amount of refund requested
  - d. The name of the person requesting the refund
  - e. The name of the person who paid the fees
  - f. The bank account details to receive any eligible refund, including bank address, swift code (where relevant) and a screenshot of the account as evidence
  - g. Any relevant supporting documentation such as receipts or invoices

#### Non-refundable fees

- 3. The School is unable to refund some fees. The following fees relate to expenses that the School may have paid or will incur as a result of receiving an application for enrolment and cannot be refunded:
  - a. Administration Fee: Administration fees meet the cost of processing an international student application. Administration fees exists whether an application is accepted or not or whether a student remains enrolled after an application is accepted.
  - b. **Insurance**: Once insurance is purchased, the School is unable to refund insurance premiums paid on behalf of a student. Students and families may apply directly to an insurance company for a refund of premiums paid.
  - c. **Homestay Placement Fee**: Homestay placement fees meet the cost of processing a request for homestay accommodation by the student. Costs incurred for arranging homestay accommodation for international students before the refund request cannot be refunded.
  - d. **Used Homestay Fees**: Homestay fees paid for time the Student has already spent in a homestay cannot be refunded. Used homestay fees may also include a notice period of two weeks.
  - e. **Portion of Unused Tuition Fees**: The School may retain a portion of unused tuition fees. Amounts retained will relate to costs that have been incurred or committed by the School and may vary.

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- f. **Outstanding Activity Fees**: Any activity or other fees incurred by a student during enrolment and owed to the School at the time of withdrawal, will be deducted from any eligible refund.
- g. **Non-refundable Deposit**: As a capped-roll School, spaces are at a premium. As such, the deposit paid to secure a student's place is non-refundable.

# Requests for a refund for failure to obtain a study visa

4. If an international student fails to obtain an appropriate visa, a refund of international student tuition fees will be provided less any administration fee that has been paid. Evidence must be provided to the School of Immigration New Zealand declining to grant a visa.

# Requests for a refund for enrolment of one term or less:

- 5. Where a student is enrolled for one term or less and withdraws early, either before or after the start date of enrolment, other than where they have failed to obtain an appropriate visa and have provided evidence of this, there will be no refund of tuition fees or other relevant non-refundable fees.
- 6. Where the School terminates the enrolment of a student enrolled for one term or less, there will be no refund of tuition fees, or other relevant non-refundable fees.

# Requests for a refund for voluntary withdrawal (Enrolments of more than one term):

7. If an international student voluntarily withdraws, whether before or after the start date of their enrolment, other than where they have failed to obtain an appropriate visa and have provided evidence of this, a refund will be provided less a minimum of ten weeks tuition fees and other any relevant non-refundable fees as outlined in this procedure. The minimum ten week notice period will begin the day after the date on which the School receives written notice of the Student's intention to withdraw.

# Requests for a refund where the School fails to provide a course, ceases as a signatory, or ceases to be a provider:

- 8. If the School fails to provide the agreed course of education or is no longer a signatory to the Code or no longer operates as an international education provider, the School will negotiate with the Student or their family to either:
  - a. Refund the unused portion of international student tuition fees or other fees paid for services not delivered, or
  - b. Transfer the amount of any eligible refund to another provider, or
  - c. Make other arrangements agreed to by the Student or their family and the School.

## Other circumstances where a refund request may be considered:

## Where a student's enrolment is ended by the School

- 9. In the event a student's enrolment is ended by the School for a breach of the Contract of Enrolment, the School will consider a request for a refund less:
  - a. Any non-refundable fees set out in this procedure
  - b. A minimum of ten weeks tuition fees from the date of termination
  - c. Any other reasonable costs that the School has incurred in ending the Student's enrolment

## Where a student changes to a domestic student during the period of enrolment

10. If an international student changes to a domestic student after the start date of their enrolment, reasonable written notice of the change is required by the School. A refund will be provided less a minimum of ten weeks tuition fee and other any relevant non-refundable fees as outlined in this procedure. The ten weeks will begin the day after the School receives written evidence of the Student's domestic student status.

## Where a student voluntarily requests to transfer to another signatory

11. If an international student requests to transfer to another signatory after the start date of their enrolment, reasonable written notice of the transfer is required by the School. A refund will be provided less a minimum of ten weeks tuition fee and other any relevant non-refundable fees as

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outlined in this procedure. The ten weeks will begin the day after the School receives written notice of the Student's intended withdrawal.

# Refund of other fees

#### Requests for a refund of homestay fees

- 12. If for any reason, an international student withdraws after their stay in a School homestay, any unused homestay fees will be refunded, less any relevant non-refundable fees set out in this procedure.
- 13. Where a student moves from a School homestay and requests a refund of any unused homestay fees, these will be refunded less any non-refundable fees set out in this procedure.

#### Requests for a refund of fees unused at the end of enrolment

14. Except by written request from the Student or their Parent/s, prepaid fees unused at the end of enrolment amounting to less than NZD\$100.00 will be refunded to the Student in cash. Sums greater than NZD\$100.00 will be refunded into a nominated bank account.

#### Outstanding activity fees or other fees

15. Any activity or other fees incurred by a student during enrolment and owed to the School at the time of withdrawal, will be deducted from any eligible refund.

#### Refunds to be made to the country of receipt

16. Unless otherwise agreed in writing, all eligible refunds of fees of NZD\$1,000 or more received from outside of New Zealand will be refunded to a nominated bank account in the source country.

#### Rights of families after a decision regarding a refund has been made

- 17. A decision by the School relating to a request for a refund of international student fees will be provided to the Student or family in writing and will set out the following information:
  - a. factors considered when making the refund decision
  - b. the total amount to be refunded
  - c. details of non-refundable fees
- 18. In the event the Student or their Parent/s is dissatisfied with a refund decision made by the School or is dissatisfied with the process the School followed when making the refund decision, they have the right to have the refund decision reviewed by the International Student Disputes Resolution Scheme or to make a complaint to the Code Administrator.

## **REVIEW AND REPORTING**

#### Review

• The school will review the conditions relating to this procedure as part of the annual self-review. The school will collect and record appropriate evidence of the review.

## Reporting

 The staff member in charge of international education will report directly to the school Principal on the operation of the school's procedure for the refund of international student fees.

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