

INTERNATIONAL REFUND POLICY

PURPOSE:

This refund policy outlines factors that will be considered when a request for a refund of international students fees is made to the school. This policy should be read in conjunction with the Education (Pastoral Care of International Students) Code of Practice 2016 and the Education Act 1989.

As per section 235A(1)(a) and (b) of the Education Act and as set out in the Education (Refund Requirements for International Students) Notice 2012.

The Board of Trustees will ensure that there is a reserve of funds to cover International Students' prepaid tuition fees in the event that a refund should be necessary.

Requests for a refund of international student fees:

The school will consider requests for a refund of international student fees provided the request is made in writing to the school.

Refunds must be applied for in writing to the Board of Trustees and must set out the circumstances leading to the refund, name the person requesting the refund, name the person who paid the fees, provide a bank account to receive any eligible refund and provide any relevant supporting documentation. Refunds will be dated from the date that the school is informed in writing.

The school will consider a refund of fees if;

- there are special circumstances, for example, the student has a serious illness or accident, or the parents need to return home with the child because of the death or serious illness of a close family member.
- the student gains the status of a domestic student (time-bound).
- the student fails to obtain a student visa.
- the student voluntarily withdraws.

In these cases the parent will need to provide evidence of the circumstances, and the school will retain from the balance of tuition fees - the following amounts listed in Section A:

Section A

1. a withdrawal charge of \$ 575.00 (gst inclusive)
2. portion of fees for which tuition has been given
3. any sums owing in regard to loss of textbooks, stationery, class trips, activities, and expenses including and not limited to costs such as marketing and recruitment
4. any payments made to agents in the form of commission
5. any costs incurred in relation to the programme and/or ESOL support for the student
6. administration and homestay placement fees are non-refundable after the student has completed enrollment

Special circumstances:

If there are special circumstances, for example, the child has a serious illness or accident, or the parent needs to return home with the child because of the death or serious illness of a close family member then official documents from the Doctor will need to be sighted to support this. In this case a refund of tuition fees will be provided less costs outlined in Section A and Immigration New Zealand will be notified of change of conditions.

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

If an international student fails to obtain an appropriate study visa before school starts, a refund of international student tuition fees will be considered less costs outlined in Section A.

If school has started and the student has to withdraw sooner than their full enrolment period due to lack of student visa then a minimum of ten weeks notice of withdrawal must be received by the school in writing. Where notice of less than 10 weeks is given, then a full term's fees will be retained in addition to any other costs listed in Section A.

Requests for a refund following a change in status to a domestic student (timebound):

Parents/Guardians are required to advise the school upon enrolment or anytime thereafter if they are applying for Permanent Residency or any other Visa that will result in a change of Visa Status for the student.

If a student has started the course and then withdraws as an international they may request a refund. Reasonable written notice of the change is required by the School. Unless otherwise agreed by the School, a refund will be provided less a minimum of ten weeks tuition fee and any other relevant non-refundable fees as outlined in this policy.

Requests for a refund for voluntary withdrawal:

If an international student has enrolled and their enrolment is voluntarily withdrawn **prior to** the start date of their enrolments, a refund will be considered less costs incurred by the school in Section A.

This includes students who are not granted a student visa before their course begins.

If an international student voluntarily withdraws **after** the start date of their enrolment and up to the end of the **tenth working day** after the first day of school, a refund will be considered less costs incurred as listed in Section A above.

If a student has started the course then withdraws a reasonable written notice of withdrawal is required by the school. Unless otherwise agreed by the School, a refund will be provided less a minimum of ten weeks tuition fee and any other relevant non-refundable fees as outlined in this policy.

The school may, in its sole discretion, request further information or evidence in support of a refund request. Immigration New Zealand will be advised of the change in Student Visa conditions.

Requests for a refund for failure to provide a course, cessation as a signatory or cessation to be a provider:

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:

- Refund the unused portion of international student tuition fees or other fees paid for services not delivered or

- Transfer the amount of any eligible refund to another provider

Where the Student's enrolment is ended by the School:

In the event the 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:

- any non-refundable costs listed in Section A
- ten weeks tuition fee
- any other reasonable costs that the school has incurred in ending the students enrolment

Where the Student voluntarily requests to transfer to another signatory:

If the 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. Unless otherwise agreed by the School, a refund will be provided less a minimum of ten weeks tuition fee and any other relevant non-refundable fees as outlined in this policy.

REFUND OF OTHER FEES:

Requests for a refund of homestay fees:

If for any reason, an international student withdraws **after** the start date of their enrolment, any unused homestay fees will be refunded, less the school's two week notice-period to homestay parents.

Refunds to be made to the country of receipt:

Unless otherwise agreed in writing, all eligible refunds of fees of NZD\$1000.00 or more received from outside of New Zealand will be refunded to a nominated bank account in the source country.

Outstanding activity fees or other fees

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

Rights of families after a decision regarding a refund has been made by the School

A decision by the School relating to a request for a refund of international student fees will be provided to the Student or Parents in writing and will set out the following information:

- factors considered when making the refund decision
- The total amount to be refunded
- details of non-refundable fees

REVIEW AND REPORTING

Review:

The school will review the conditions relating to this policy as part 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 policy for the refund of international student fees.

This policy has been approved by the Board of Trustees:

Approval Date: **March 2019**

This policy has been reviewed on:

Review Date: **March 2020**

Managing withdrawal and closure

29. Outcome 8: managing withdrawal and closure

Signatories must ensure that the fees paid by international students for educational instruction in New Zealand are secure and protected in the event of student withdrawal or the ending of educational instruction or the closure of a signatory.

30. Process

1. Each signatory must ensure that—
 - a. its refund policies are reasonable and in accordance with legal requirements; and
 - b. it provides its international students (or the parents or legal guardians of international students under 18 years) with sufficient information to understand their rights and obligations under those refund policies.
2. A refund policy must include refund conditions for the following situations:
 - a. failure by a student to obtain a study visa;
 - b. voluntary withdrawal by a student;
 - c. the signatory ceasing to provide a course of educational instruction as contracted with a student, whether it stops of its own accord or as required by an education quality assurance agency;
 - d. the signatory ceasing to be a signatory;
 - e. the signatory ceasing to be a provider.
3. In the situation in subclause (2)(c) or (d), the 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 student (or the student's parent or legal guardian); or
 - b. if directed by the student or the code administrator or the agency responsible for fee protection mechanisms, transfer the amount to another signatory as agreed with the student (or the student's parent or legal guardian).