

## REFUND POLICY (Schedule Three)

### PURPOSE

This refunds policy outlines factors that will be considered when a request for a refund of international student fees is made to Onehunga High School. This policy should be read in conjunction with the Education (Pastoral Care of International Students) Code of Practice 2021 and the Education Act 2020.

### NON-REFUNDABLE FEES

1. 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 exist 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 the 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 the student prior to 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) **Unused Tuition Fees:** The school may retain unused tuition fees. Amounts retained will relate to costs that have been incurred or committed by the school and may vary.

### REQUEST FOR A REFUND OF INTERNATIONAL STUDENT FEES IN EXCEPTIONAL CIRCUMSTANCES

2. The school will consider all requests for a refund of international student fees where special consideration is required. Requests should be made in writing to the school as soon as possible after the circumstances leading to a request.

A request for a refund should provide the following information to the school:

- a) The name of the student
- b) The exceptional 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) Any relevant supporting documentation such as receipts or invoice.

### REQUEST FOR A REFUND FOR FAILURE TO OBTAIN A STUDY VISA

3. If the student fails to obtain an appropriate study 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.

### REQUEST FOR A REFUND FOR ENROLMENT OF ONE TERM OR LESS

4. Where the 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.
5. 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.

## **REQUEST FOR A REFUND FOR VOLUNTARY WITHDRAWAL FROM ENROLMENT OF MORE THAN ONE TERM:**

### **REQUESTS FOR A REFUND FOR VOLUNTARY WITHDRAWAL FROM ENROLMENT - WITHDRAWAL PRIOR TO COMMENCEMENT OF THE COURSE**

6. If the student voluntarily withdraws **21 days or more** prior to the Commencement of the course, a refund of international student fees will be provided less any relevant non-refundable fees set out in this policy. The 21 days will be counted from the day after the School receives written notice of the Student's intention to withdraw from enrolment.
7. If the student voluntarily withdraws **less than 21 days before** prior to the Commencement of the course, 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 10 weeks' tuition fees and any other relevant non-refundable fees as outlined in this policy. The 21 days will be counted from the day after the School receives written notice of the Student's intention to withdraw for enrolment.

### **REQUESTS FOR A REFUND FOR VOLUNTARY WITHDRAWAL FROM ENROLMENT - WITHDRAWAL AFTER THE COMMENCEMENT OF THE COURSE**

8. If the student withdraws on or after the Commencement of the course, there is no refund of administration, insurance, homestay placement or tuition. Unused homestay and government levy will be refunded.

### **REQUESTS FOR A REFUND WHERE THE SCHOOL FAILS TO PROVIDE A COURSE, CEASES AS A SIGNATORY OR CEASES TO BE A PROVIDER**

9. 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.

For the avoidance of doubt, this clause does not apply where the format of the education provided by the School changes (for example delivery by remote learning), and the School continues to offer education for international students.

### **WHERE THE STUDENT'S ENROLMENT IS ENDED BY THE SCHOOL**

10. In the event the student's enrolment is ended by the school for a breach of the Contract of Enrolment or as a consequence of a Welfare Issue, there is no refund of administration, insurance, homestay placement or tuition. Unused homestay and government levy will be refunded.

### **WHERE THE STUDENT CHANGES TO A DOMESTIC STUDENT DURING THE PERIOD OF ENROLMENT**

11. If the student changes to a domestic student after the start date of their enrolment, this contract will be treated as being terminated on the date that the school is advised of this change of status. The student will be treated as having voluntarily terminated the Agreement (Withdrawal after the Commencement of the course) on this date and any refund will be calculated accordingly. The Student will be treated as having given no prior notice for the purposes of clause 8 of this policy, unless the Student has previously advised the School in writing of the Student's intention to apply to Immigration New Zealand for a visa that will result in a change of status. In the event that notice of an intended change in status is given, the period after this notice is given will be counted as part of the notice period for the purpose of clause 6 of this policy.

## **WHERE A STUDENT VOLUNTARILY REQUESTS TO TRANSFER TO ANOTHER SIGNATORY**

12. If the student requests to transfer to another signatory after the Commencement of the course, there is no refund of administration, insurance, homestay placement or tuition. Unused homestay and government levy will be refunded.

## **REQUEST FOR A REFUND OF HOMESTAY FEES**

13. If for any reason, the student withdraws after the Commencement of the course, any unused homestay fees will be refunded, less any relevant non-refundable fees set out in this policy.
14. 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 policy.

## **REQUESTS FOR A REFUND OF FEES UNUSED AT THE END OF ENROLMENT**

15. Except by written request from parents, prepaid fees unused at the end of enrolment amounting to less than NZD\$500.00 will be refunded to the student in cash. Sums of NZD\$500.00 or greater will be refunded into a nominated bank account.

## **OUTSTANDING ACTIVITY FEES OR OTHER FEES**

16. Any activity or other fees incurred by the 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**

17. Unless otherwise agreed in writing, all eligible refunds of fees of NZD\$1,000.00 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 BY THE SCHOOL**

18. 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; and
  - c. Details of non-refundable fees
19. The student and their family have the right to take a grievance to the Study Complaints, Disputes Resolution Scheme in the event they are dissatisfied with a refund decision made by the school.