



## REFUND OF INTERNATIONAL STUDENT FEES POLICY

### Request for a refund of international student fees

1. Long Bay College (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.
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
  - g) Any relevant supporting documentation such as receipts or invoice

### 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 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) **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.

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

4. 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.

### Requests for a refund for voluntary withdrawal from enrolment - Withdrawal prior to enrolment

5. If the Student voluntarily withdraws prior to the start date of their enrolment, a refund of international student fees will be provided less any relevant non-refundable fees set out in this policy.

### **Requests for a refund for voluntary withdrawal from enrolment - Withdrawal after enrolment**

6. If the Student withdraws on or after the start date of their enrolment, 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.

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

7. 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

### **Where the Student's enrolment is ended by the School**

8. 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:
  - a) Any non-refundable fees set out in this policy
  - b) Ten weeks tuition fee
  - c) Any other reasonable costs that the school has incurred in ending the student's enrolment

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

9. If the Student changes to a domestic student after the start date of their enrolment, 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.

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

10. 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.

### **Request for a refund of homestay fees**

11. If for any reason, the Student withdraws after the start date of their enrolment, any unused homestay fees will be refunded, less any relevant non-refundable fees set out in this policy.
12. 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

13. Prepaid fees unused at the end of enrolment will be refunded to a nominated bank account, usually the parents', in the source country.

### Outstanding activity fees or other fees

14. 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

15. All eligible refunds of fees received from outside of New Zealand will be refunded to a nominated bank account, usually the parents', in the source country.

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

16. 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:
- Factors considered when making the refund decision
  - The total amount to be refunded
  - Details of non-refundable fees
17. The Student and their family has the right to take a grievance to the Code Administrator or Disputes Resolution Scheme in the event they are dissatisfied with a refund decision made by the School.

### In cases of global crisis or natural disaster

18. If a new International student is prevented from arriving, a full refund minus administration fees will be provided;
19. If an existing International student residing in New Zealand decides to return to his / her home country at that stage, the normal refund policy remains valid;
20. If an existing student is prevented from returning to New Zealand, a distant learning option must be made available and communicated with the student, parent, and / or agent. Where educational provision can be effectively provided, the normal refund policy remains valid.

This policy will be made known to all parties at enrolment time.

This policy to be effective for all new student and agency agreements effective from 18 June 2019.

This policy is intended to be consistent with the requirements of the Privacy Act, 1993.

New/Reviewed	Tabled	Approved and Adopted by the Board of Trustees on	Signed
New Policy	7/2/18	7/2/18	By Robyn van der Sande, Board Chairperson
Reviewed June 2019	18/6/19	6/8/19	By Kevin de Jong, Board Chairperson
Reviewed March 2020	14 March 2020	15 March 2020	By Kevin de Jong, Board Chairperson