8.03 International Student Refund Policy

Requests for a refund of international student fees

1. Huapai District School will consider all requests for a refund of international student fees. Requests should be made in writing to Huapai District School as soon as possible after the circumstances leading to a request. All refunds will be settled under the terms of this policy unless otherwise agreed by Huapai District School .

2. A request for a refund should provide the following information to Huapai District 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 and swift code where relevant; and
    g. Any relevant supporting documentation such as receipts or invoice.

Non-Refundable Fees

3. Huapai District School is unable to refund some fees. The following fees relate to expenses that Huapai District 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, Huapai District School is unable to refund insurance premiums paid on behalf of a student. Students and Parents 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:** Huapai District School may retain a portion of unused tuition fees. Amounts retained will relate to costs that have been incurred or committed by Huapai District School and may vary.

Requests for a refund for failure to obtain a study visa

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

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

5. 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.

6. Where Huapai District 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.

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Requests for a refund for voluntary withdrawal from enrolment of more than one term:

7. If the Student voluntarily withdraws **21 days or more before the start date of enrolment**, a refund will be provided less any non-refundable fees as outlined in this policy. The 21 days will be counted from the day after Huapai District School receives written notice of the Student's intention to withdraw from enrolment.

8. If the Student voluntarily withdraws **less than 21 days before the start date of 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 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 Huapai District School receives written notice of the Student's intention to withdraw from enrolment.

9. If a Student voluntarily withdraws after enrolment has commenced, a minimum of 10 tuition weeks' notice is required. The notice period will begin the day after the School receives written notice of the Student's intention to withdraw from enrolment and the student may continue to attend school during the notice period. The notice period does not include weeks that fall during scheduled school holidays. In the event that less than 10 weeks' notice is given, refunds may be calculated based on the refund that would have been due if the termination had taken place 10 weeks after notice was given.

10. Huapai District School will consider each request based on the merits i.e. compassionate grounds.

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

11. 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.

12. 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.

Other circumstances where a refund request may be considered:

Where a student's enrolment is ended by the School

13. 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, then the School will consider a request for a refund less:

    a. Any non-refundable fees set out in this policy;
    b. A minimum of ten weeks tuition fees from the date of termination; and
    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

14. If a Student changes to a domestic student after enrolment has commenced, 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 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 cl 9 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 cl 9.

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Where a Student voluntarily requests to transfer to another signatory

15. If a Student requests to transfer to another signatory after the commencement of their enrolment, a minimum of 10 tuition weeks of prior notice is required. This notice period does not include weeks that fall during scheduled school holidays. The notice period will begin the day after the School receives written notice that the Student requests to transfer to another signatory. Where less than 10 weeks' notice is given, any refund may be calculated based on the refund that would have been due if the termination had taken place 10 weeks after notice was given.

Refund of other fees

Requests for a refund of Homestay fees

16. If for any reason, the 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 policy.
17. Where the 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

18. Prepaid fees unused at the end of enrolment will be refunded into a nominated bank account.

Outstanding activity fees or other fees

19. 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

20. 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

21. A decision by the School relating to a request for a refund of fees will be provided to the student or Parent 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.

22. In the event the Student or the Parent 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 Study Complaints, Disputes Resolution Scheme.

Review and Reporting

Review

Huapai District School will review the conditions relating to this policy as part of the annual self-review. Huapai District School will collect and record appropriate evidence of the review.

Reporting

The staff member in charge of international education will report directly to Huapai District School Principal on the operation of Huapai District School 's policy for the refund of international student fees.

This policy has been approved by Huapai District School Board :

Approval Date: 20th February 2023

This policy has been reviewed on: Review Date: 9th December 2024

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