

# **Board of Trustees**

## International Students

## **Refund Policy**

This policy is based on Section 4B(7) of the New Zealand Education Amendment Act 1991 and Part 4 Part 30 of the Education (Pastoral Care of International Students) Code of Practice, 2016.

Aidanfield Christian School has established the following policy for tuition refunds: Either party may terminate the tuition agreement at any time by giving the other party one month written notice. The following clauses guide refund of fees paid.

- 1. On termination by the school Individual and Group Students: No refund will be made.
  - Grounds for termination by the school include but are not limited to, non payment of fees, inappropriate behaviour, ongoing lack of application to study.
  - It is acknowledged that the stand-down, suspension, exclusion and expulsion of students provisions as set out in Education (Pastoral Care of International Students) Code of Practice Amendments 2019, pursuant to section 238F of the Education Act 1989, and any subsequent legislative changes shall apply to the student in New Zealand. These should be understood in conjunction with the Code. Any decisions under these provisions to expel shall terminate enrolment and the refunds policy shall apply. The parents shall have no claim in damages or for any compensation if this agreement is terminated in circumstances under Clause 11.
- 2. Tuition of eleven weeks or longer on termination by the student (individual students only):
  - a)
  - i) Within 20 school days of the tuition period commencing the student is entitled to a refund of 50% of the tuition fee paid;
  - (i) After the first 20 school days of the tuition period no refund of the tuition fee will be made.
  - b) Termination prior to the commencement of tuition where the student cancels their acceptance of place for any reason prior to the commencement of study at Aidanfield Christian School, the refund will be the full fee paid less the non-refundable components of the fee as listed below.
- 3. Tuition of ten weeks or less on termination by the student for Individual and Group Students
  - a) Once tuition has commenced, no refund of tuition fee shall be made.
  - b) Termination prior to the commencement of tuition where the student cancels their acceptance of place for any reason prior to the commencement of study at Aidanfield Christian School, the refund will be the full fee paid less one weeks tuition fee and the non-refundable components of the fee as listed below.



- c) For Group Students prior to commencement of tuition where the Group cancels their acceptance of place for any reason prior to the commencement of study at Aidanfield Christian School, the refund will be the full fee paid less the 10% non-refundable deposit, Administration fee of \$100 per pupil, any non recoverable costs paid to the school from outside contractors (eg. tour bus operators) and the relevant non-refundable components of the fees listed below.
- 4. Failure to obtain a student visa: If an international student fails to obtain an appropriate study visa a refund of tuition fees will be provided less an administration fee of \$200.
- 5. Exceptional circumstance: Notwithstanding the conditions of clauses 1, 2 and 3 above, in exceptional circumstances (such as a serious illness to the enrolled student or a member of the student's immediate family resident overseas) the school may decide to grant a refund greater than the amount to which a student may otherwise be entitled at the sole discretion of the school. The school may in its sole discretion request further information or evidence in support of a refund request.
- 6. Unclaimed moneys: any unclaimed moneys standing to the credit of a student, unclaimed for six months after termination for any reason, shall be forfeited by the student for the benefit of the school.
- 7. On termination by Immigration New Zealand: the student is required to abide by the conditions of their visa in the Immigration Act 1987 plus amendments. If a student breaks their visa conditions and is deported by New Zealand Immigration Services then no refund is given.
- 8. On the school ceasing to be a signatory of the Code: in the event of the School ceasing to be a signatory of the Code the School will refund the unused portion of the tuition fee less the non-refundable component of the fees. The unused component will be calculated from the date at which the school ceases to be a signatory of the Code.
- 9. Homestay Refund: Homestay refund after the start date of enrolment will be any unused component less the schools notice period of one calendar month. Where a student moves from a school homestay and requests a refund, the refund will be any unused component of the homestay fee less the schools notice period of one calendar month.
- 10. Circumstances where no refund will be made: No refund of International Student tuition fees will be made where:
  - i) A student's enrolment is terminated by the school.
  - ii) A student changes to a domestic student status during the period of enrolment.
  - iii) A student voluntarily requests to transfer to another signatory after the first 20 school days from the start date of tuition.

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

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

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.

### 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 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

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.

Non-refundable components of the Aidanfield Christian School fees include:

Administration Fee, Enrolment Fee, Pastoral Care fee, Homestay placement fees and Insurance.

BOT Chair Sign:		
Adopted On:	June 2014	
Date of Review:	June 2020	*****