



## **St Matthew's Collegiate School**

### **REFUND POLICY - INTERNATIONAL STUDENTS**

This policy is based on Section 4B (7) of the Education Amendment (No. 4) Act 1991

- "(7) Where at any time a foreign student withdraws from a subject, course, or programme at a state school, the Board may refund to the person who paid the fees (in respect of the student's enrolment in the subject, course or programme) the amount of fees referred in subsection (1) of this section (or the sum of any instalments paid in respect of those fees) any amount it thinks appropriate not exceeding the extent (if any) by which the amount paid exceeds the sum of the following amounts.
- a. The Board's best estimate of the costs to the Board (including the appropriate proportion of the Board's administrative and other general costs and the appropriate proportion of any initial or start-up costs of the subject, course, or programme for 1 student up to the time.
  - b. An amount that is in the Board's opinion an appropriate reflection of the use made by 1 student receiving tuition in the subject, course or programme of the Board's capital facilities.
  - c. The appropriate proportion of the amount (if any) prescribed under section 4D of this Act for a student receiving tuition at a state school in the subject, course or programme:
  - d. All other fees (if any) prescribed by the board".

In order to be eligible for any refund the student must apply in writing to the Board of Trustees, setting out the special circumstances of the claim. In arriving at their decision the Board of Trustees will take into consideration the special circumstances of the withdrawing student and:

- a. costs already incurred by the Board
- b. the salaries of the teachers and support staff and any other components of the fee already committed for the duration of the course.
- c. an amount which covers use of the facilities and resources to date of withdrawal
- d. any refund of the foreign student's fee, from the government.

#### **TUITION FEES:**

1. If the enrolment is cancelled prior to arrival in New Zealand full tuition fees will be refunded less an administration fee of \$500.00 NZD
2. If the student withdraws within 7 days after the first day of the course for which attendance of students at the school is required full tuition fees will be refunded less an administration fee of \$500.00 NZD.
3. If the student withdraws following the initial 7 day period no refund will be made except in the case of:
  - a. return home because of student's serious illness

b. return home because of death or serious illness of a close member of the student's family.

*In these cases under New Zealand law the school must retain an amount to cover costs already incurred. The balance will be returned. Medical evidence must be provided.*

4. All refunds will be made to the person who paid the fees in the country of origin i.e:
  - a. Parents/guardian of the student
  - b. agent/representative of the student
5. No refunds will be made for students who are asked to leave the school because of misbehaviour, poor attendance or violation of the school rules.
6. No refunds will be made for students who are asked to leave the school because of breach of the New Zealand law.
7. No refunds will be made for students who wish to transfer to another school for whatever reason.
8. No refunds will be made for students who return home for any reason other than the student's serious illness or death or serious illness of a close family member.
9. No refunds will be made to students who acquire Permanent Residence after having commenced their studies.

#### **ACCOMMODATION FEES:**

1. If the enrolment is cancelled prior to arrival in New Zealand full accommodation fees will be refunded less an administration fee of \$500.00 NZD
2. If the student withdraws following arrival in New Zealand no refund will be made except in the case of:
  - a. return home because of student's serious illness
  - b. return home because of death or serious illness of a close member of the student's family.

*Medical evidence must be provided.*
3. All refunds will be made to the person who paid the fees in the country of origin i.e:
  - a. Parents/guardian of the student
  - b. agent/representative of the student
4. No refunds will be made for students who are asked to leave the school because of misbehaviour, poor attendance or violation of the school rules.
5. No refunds will be made for students who are asked to leave the school because of breach of the New Zealand law.
6. No refunds will be made for students who wish to transfer to another school for whatever reason.
7. No refunds will be made for students who return home for any reason other than the student's serious illness or death or serious illness of a close family member.
8. Any refunds are at the discretion of the Principal and Boards of Trustees and Proprietors for St Matthew's Collegiate School. All decisions will be notified in writing and are final.

## The Consumer Guarantees Act

The Consumer Guarantees Act applies to educational services supplied to international students, and provides that the services must be:

- Carried out with reasonable care and skill.
- Fit for the purpose for which they are required.
- Completed within a reasonable time.
- Reasonably priced.
- Of such a nature and quality that they can reasonably be expected to achieve any particular result made known to the supplier.

## The Fair Trading Act

The Fair Trading Act also applies to educational services provided to international students and states that educational providers must not:

- Mislead students, or engage in behaviour that is likely to mislead students, about educational services, including over the nature, characteristics, suitability for a purpose, or quantity of educational services.
- Make any false or misleading representations to students about educational services. This includes (amongst other things) falsely representing that services are:
- Of a particular kind, standard, quality, or quantity.
- Supplied by a particular person or by any person of a particular trade, qualification, or skill.
- Sponsored, approved, endorsed, or affiliated.
- Offered at a particular price.
- Needed for a particular purpose.

## The individual contract with the student

Refunds should be given in accordance with the contract the school has with the international student.

## Homestay fees

The refund policy should advise students of the terms on which students can cancel homestay arrangements.

## Guidelines to support the refunds policy

It is suggested that schools have a comprehensive refund policy document that is kept with board policies. The policy document should include supporting guidelines on the policy that are not given to the student. These guidelines should include examples of what constitutes "exceptional circumstances". "Exceptional circumstances" will include situations where the provisions of the Consumer Guarantees Act or the Fair Trading Act may have been breached by the school or the school's agent. Students should be given a clear summary explanation if the conditions in which a refund may be considered.