



4.3 INTERNATIONAL STUDENTS REFUND AND FEE PROTECTION POLICY

Outcome statement

All aspects of fee-paying for the enrolment of international students is fair and supports and protects both the school and the student and their family/whānau.

Scoping

The school meets its obligations in relation to the conditions and process for refunds and fee protection for fee-paying international students.

Delegations

The Board delegates to the Principal full responsibility for management and oversight of the fee-paying process for international students.

Expectations and limitations

Fee Protection

1. As required by The Education (Pastoral Care of Tertiary and International Students) Code of Practice 2021 (the Code), the school ensures that the international student fees it receives are secure and protected in case the student withdraws, the educational instruction ends, or the school closes.
2. Internal procedures help the school monitor income and expenditure to ensure that money is controlled appropriately.
3. Fees received in advance should only be recognised as income earned by the school as each term commences. Remaining fees paid in advance are available to be refunded if necessary.

Fee Refunds

4. As required by the Code, the school's refund policy is reasonable and meets legal requirements, including an outline of the refund conditions for the following situations:
 - 4.1 failure by a learner to obtain a study visa
 - 4.2 voluntary withdrawal by a student
 - 4.3 the school ceasing to provide the agreed educational programme
 - 4.4 the school ceasing to be a signatory to the Code of Practice
 - 4.5 the school ceasing to be an education provider.
5. To apply for a full or partial refund of fees, a parent (legal guardian) must apply in writing to the Principal within one month of the student's last day at school (or within one month of the student gaining permanent residency) explaining the special circumstances.
6. A request for a refund should provide the following information to the school:
 - 6.1 The name of the student
 - 6.2 The circumstances of the request

- 6.3 The amount of refund requested
- 6.4 The name of the person requesting the refund
- 6.5 The name of the person who paid the fees
- 6.6 The bank account details to receive any eligible refund
- 6.7 Any relevant supporting documentation such as receipts or invoice.

Non-refundable fees

7. The school is unable to refund some fees. The following fees relate to expenses that the school may have paid or will incur because of receiving an application for enrolment and cannot be refunded:
 - 7.1 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.
 - 7.2 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.
 - 7.3 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.
 - 7.4 Used Homestay or Hostel Fees: Homestay or hostel fees paid for time the student has already spent in a homestay or the hostel cannot be refunded. Used homestay may also include a notice period of two weeks. Used hostel fees refunds will be as per the hostel refund policy.
 - 7.5 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

8. 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

9. 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

10. 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

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 and their family to either:
 - 11.1 Refund the unused portion of international student tuition fees or other fees paid for services not delivered or,
 - 11.2 Transfer the amount of any eligible refund to another provider or,
 - 11.3 Make other arrangements agreed to by the student and their family and the school.

Where the Student's enrolment is ended by the school

12. 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:
- 12.1 Any non-refundable fees set out in this policy
 - 12.2 Ten weeks tuition fee
 - 12.3 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

13. 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

14. 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 or hostel fees

15. 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.
16. Hostel fees refund will be as per the hostel refund policy.
17. 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

18. 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

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\$1,000.00 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

21. A decision by the school relating to a request for a refund of international student fees will be provided to the student and their family in writing and will set out the following information:
- 21.1 Factors considered when making the refund decision
 - 21.2 The total amount to be refunded
 - 21.3 Details of non-refundable fees.
22. The student and their family have the right to take a grievance to the Code Administrator (NZQA) or for financial or contractual matters to Study Complaints (<https://www.studycomplaints.org.nz/>).

Monitoring

The Principal will provide regular reporting on the financial and pastoral aspects of the enrolled international students to the Board.

Resources

International Students' Policy
International Students' Complaints Policy
Hostel Fees Policy, Procedures and Contracts

Legislative compliance

[Education and Training Act 2020](#)

The Education (Pastoral Care of International Students) Code of Practice 2021

NZQA Code of Practice Guidelines

Ministry of Education – Advice on international students

Reviewed: September 2025	Next review: 2028
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