

International Student Fees and Refunds Procedure

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Purpose

To describe and detail Student Fees, Charges and Refunds, including providing the framework for assessing applications for refund of fees for international students.

Scope

This is a UCOL wide policy.

Responsibility

The International Recruitment and Conversion team are responsible for the implementation of this policy.

Requirements

1. Payment of fees

- 1.1 All fees and charges are in New Zealand dollars unless otherwise stated.
- 1.2 UCOL must receive payment in full of the tuition fees and student services levy (SSL) from an International Student no later than the first date that they commence their programme.
- 1.3 First year tuition fees must be paid in full in accordance with Immigration New Zealand policy. For subsequent years, and in exceptional circumstances, and only with prior approval, arrangement may be made to pay fees by instalments. Students are advised to review these arrangements in conjunction with Immigration New Zealand.
- 1.4 The total amount paid to UCOL must include any bank fees that may be incurred by UCOL.
- 1.5 Fees can be paid by credit card; these credit card transactions incur a merchant service charge from the bank.
- 1.6 No refunds of tuition fees and SSL will be paid to International Students, except as expressly provided for in Schedule A of this policy.

2. Fee protection for International Students

- 2.1 All monies received from an International Student are banked and recorded against that student in UCOL's Student Management System (SMS).
- 2.2 Monies received for fees are only applied when the student is fully enrolled at UCOL, until that time they are held in a bare trust.
- 2.3 UCOL financial systems and internal controls are audited on an annual basis by Audit New Zealand, and the ongoing financial viability of UCOL is covered in this audit process.
- 2.4 UCOL is insured by a Business Interruption policy to cover such events as fire or flood, which could prevent delivery of UCOL's programmes. The policy provides for the running of UCOL's programmes at an alternative site, or to meet contractual obligations to refund students where UCOL is unable to deliver as a result of these events.

3. Withdrawal

- 3.1 An international student can only withdraw from a programme of study at UCOL by written confirmation, preferably by completing, signing and returning to UCOL a UCOL Change of Details/Circumstances form, or by another form of written confirmation, including email.
- 3.2 Except as expressly provided for in this procedure, no refund will be granted to an International Student who does not withdraw from a programme in accordance with Clause 3.1 above.

4. Refunds as a Result of Withdrawal from a Programme or Qualification

- 4.1 The amount of a refund (if any) will depend on the date of withdrawal and/or the reason(s) for withdrawal. Please refer to the table in Schedule A of this policy for the relevant dates of withdrawal and refunds or partial refunds that will be granted.
- 4.1 The date of withdrawal is the date that UCOL receives notification of withdrawal in writing from the international student.
- 4.2 Immigration NZ will immediately be informed of a student's withdrawal from a programme of study.

5 Refunds as a Result of a Change in Residency Status

- 5.1 If an international student gains Permanent Residency during their programme of study, the student **will not** receive a refund of fees for the courses already commenced unless:
 - (i) Residency was granted before the end of two weeks from the course commencement date; and
 - (ii) UCOL can access funding for the international student as an equivalent full-time student; and

(iii) The International Student has withdrawn in accordance with Clause 3.1 of this Policy and has enrolled at UCOL as a Domestic Student.

5.2 Domestic fees will apply for the courses commencing in the following semester. No rebate will be offered for fees paid for any prior study.

6 Programme Transfer

6.1 International students can transfer to an alternative programme of study at UCOL by completing, signing and returning, to UCOL a UCOL Change of Details/Circumstances form, by email notification or other written confirmation.

6.2 Subject to the international student gaining the entry requirements, correct visa and complying with all terms and conditions of enrolment, then the new enrolment can be completed.

6.3 If an international student wishes to transfer to an alternative programme of study at UCOL the student **will not** receive a refund of fees for the courses already commenced unless:

(i) Request for transfer was received before the end of two weeks from the course commencement date; and

(ii) The International Student has notified their change of circumstances in accordance with Clause 3.1 of this Policy and has re-enrolled at UCOL in an alternative programme.

6.4 If the international student does not meet the entry requirements, or does not receive a new visa for the new programme of study, then the fees and any refund due revert to the original programme of study.

7 Refunds in Other Circumstances

7.1 At law, UCOL has the discretion to grant a full or partial refund to any student.

7.2 International students are expected to seek redress from their insurer before applying to UCOL for a refund as outlined in 7.3.

7.3 In special circumstances comprising reasons of a compassionate nature, UCOL at its sole option may grant a refund of a greater amount than is stated in this procedure and/or may grant a refund outside the required timeframe for Withdrawal as stated in this policy. If an international student believes that special circumstances of a compassionate nature exist, they must apply in writing to UCOL, enclosing supporting evidence of the special circumstances claimed and they must provide all other evidence requested by UCOL. UCOL will consider the request and may or may not grant a refund in an amount that UCOL deems appropriate.

7.4 If UCOL does not proceed with a programme offered and UCOL has received tuition fees and SSL from an international student for that programme, UCOL will notify the international student in writing that UCOL will not be proceeding with the programme. Pursuant to Clause 7.1 above, UCOL will grant a full refund of the tuition fees and SSL received by UCOL from the international student for that programme but UCOL shall not be liable to compensate the

student for any fluctuations in currency in the intervening period or for any other costs incurred by the student whatsoever.

(i) Alternatively to refunding the amount to the student (as stated above), UCOL may transfer the amount of any unused fees agreed with the student (or the student's parent or legal guardian if the student is under 18 years) to another signatory, if directed to do so by the international tertiary learner or the code administrator or the agency responsible for fee protection mechanisms.

7.5 If UCOL is disestablished for incorporation into another institution and that new institution provides the programme or training, then no refund will be available except in accordance with the usual Refund Policy.

7.6 If UCOL is no longer a signatory to the Education (Pastoral Care of Tertiary and International Learners) Code of Practice 2021, then UCOL will refund all tuition fees in respect of UCOL study not undertaken and all other prescribed UCOL fees for that study.

(i) Alternatively to refunding the amount to the student (as stated above), UCOL may transfer the amount of any unused fees agreed with the student (or the student's parent or legal guardian if the student is under 18 years) to another signatory, if directed to do so by the international tertiary learner or the code administrator or the agency responsible for fee protection mechanisms.

8. Payment of Refunds

8.1 Refunds to international students can be made by direct credit and will be returned to the original payee (less an administration fee) or as directed in writing by the international student if they were the original payee. If UCOL does not receive such reasonable written directions within 28 days of the date of withdrawal, UCOL may forward payment of the refund to the residential address of the international student inserted on the international student's Enrolment Form.

8.2 All refunds will be denoted in New Zealand Dollars. To refund the payment into the student's bank account they must provide third party verification of their bank account number, which should include the bank logo, the account number and the account name.

Refer to Creditor Supplier Payments Procedure, clause 1.

Relevant Legislation

- Education and Training Act 2020 and amendments
- Human Rights Act 1993 and amendments
- New Zealand Bill of Rights Act 1990
- Judicature Act 1903

Related Documentation

- Education (Pastoral Care of Tertiary and International Learners) Code of Practice 2021
- International Student Contract Disputes Resolution Scheme (DRS) 2016
- Admission and Enrolment Policy

- International Students Procedure
- Student Complaints Policy
- Student Concerns and Complaints Procedure
- Student Financial Support Policy
- Student Financial Support Procedure
- Creditor Supplier Payment Procedure
- Tuition Fees, Course Costs and Other Charges Policy and Procedure

Refund Summary Table

Reason for Withdrawal ¹	Documentation required	Date of Withdrawal	Amount of Refund	Admin Charge
Failure to obtain appropriate visa from Immigration New Zealand.	Written notification of withdrawal.	Prior to commencing the programme.	100% of the fees ² received by UCOL, less the administration charge.	\$250
		After commencing the programme.	Partial refund of the fees ² at the discretion of UCOL.	
The Student no longer wishes to study at UCOL (for students issued a visa in the name of UCOL).	Written notification of withdrawal ³ .	2 or more weeks before commencing the programme.	100% of the fees ² received by UCOL, less the administration charge.	\$500
		Between 2 weeks prior and 2 weeks after commencing the programme.	90% of the fees ² received by UCOL, less the administration charge.	
		More than two weeks after commencing the programme.	No refund.	Nil
UCOL is no longer able to provide tertiary education services, withdraws an offer of place or is unable to provide the programme for any reason.	No documentation required.	Prior to commencing the programme.	100% of the fees ² received by UCOL.	Nil
Exceptional circumstances (for example serious illness).	Documentation supporting an application for a refund.	At any time.	The amount and approval of any refund is at the discretion of the Chief Executive, or delegate. The student is expected to seek redress from their insurer before applying to UCOL.	\$500
Any reason not detailed above.		Less than two weeks before commencing the programme.	90% of the fees ² received by UCOL, less the administration fee.	\$500
		More than two weeks after commencing the programme.	No refund.	

Notes:

- ¹ UCOL reserves the right to withdraw an Offer of Place because of incorrect or incomplete information supplied by a student or student's agent, and retain part or all of the fees* paid.
- ² Fees: aligns with the tuition fees, Student Services Levy, insurance and all other charges detailed on the Offer of Place.
- ³ If a student has arrived in New Zealand, proof they have returned to their normal country of residence, or received an alternate visa to remain in New Zealand.