Ormiston PRIMARY SCHOOL
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291 Ormiston Road (physical entry on Helianthus Avenue), Flat Bush, Auckland 2016 | P.O Box 217053, Botany Junction, Auckland 2164

REFUNDS POLICY

Purpose

This refund policy outlines how the school will manage a request for a refund of international student fees.

Requests for a refund of international student fees:

1. The School will consider all requests for a refund of international student fees. Requests should be made in writing to the 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 the School. Requests may be submitted:
   - by email to admin@ormps.school.nz
   - in person at the school office; or
   - by post to The Principal, Ormiston Primary School, PO Box 217053, Flat Bush, Auckland, 2016

2. A request for a refund should provide the following information to Ormiston Primary School:
   a. The name and date of birth 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 medical evidence, evidence of visa refusal, receipts or invoice.

3. The school will acknowledge receipt of a refund application within five (5) working days.

   3.1 A decision will normally be made within twenty (20) working days of receiving all

   required information and supporting documentation.

   3.2 Where additional information is required, the school will advise the applicant of the information needed and the timeframe for providing it.

   3.3 The school may consult with relevant staff, agents, or other relevant agencies, organisations or individuals when assessing an application.

Non-Refundable Fees:

2. The School is unable to refund some fees. The following fees relate to expenses that the 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, the 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. **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.

Requests for a refund for failure to obtain a study visa:

3. If the Student fails to obtain an appropriate visa, a refund of international student tuition fees will be provided less any administration fee that has been paid. Evidence must be provided to the school of Immigration New Zealand declining to grant a visa.

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

4. 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.

5. Where the 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.

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

6. 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 the School receives written notice of the Student's intention to withdraw from enrolment.

7. 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 the School receives written notice of the Student's intention to withdraw from enrolment.

8. 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.

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

9. 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.

10. 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), but where the School continues to offer education for international students.

<u>Other circumstances where a refund request may be considered</u>

Where a student's enrolment is ended by the School:

11. 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:

12. If a Student changes to a domestic student 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 that the Student has obtained a visa permitting them to change to domestic-student status.

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Where a Student voluntarily requests to transfer to another signatory:

13. 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. The notice period will begin the day after the School receives written notice that the Student requests to transfer to another signatory.

Refund of other fees

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

14. Except by written request from a Student or their Parent, prepaid fees unused at the end of enrolment amounting to less than NZD$50 will be refunded to the Student in cash. Sums greater than NZD$50 will be refunded into a nominated bank account.

Outstanding activity fees or other fees:

15. 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:

16. 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 the bank account of origin of the funds in the source country.

Rights of families after a decision regarding a refund has been made:

17. 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.

18. Approved refunds will usually be paid within twenty working days of the decision being communicated, provided relevant banking information has been supplied. Any bank charges or foreign exchange costs associated with the refund may be deducted from the refund amount.

19. In the event the Student or the Parent is dissatisfied with a refund decision made by Ormiston Primary School, or is dissatisfied with the process Ormiston Primary School followed when making the refund decision, they may request an internal review by submitting a written request to the Principal within ten working days of receiving the decision.

20. The review request should specify:
    a. the aspects of the decision being challenged; and
    b. any additional information the applicant wishes to be considered.

21. The Principal, or a delegated senior staff member not involved in the original decision where reasonably practicable, will review the application and advise the applicant of the outcome in writing.

22. If the student, parent, or legal guardian is not satisfied with the outcome of the school's internal review process, they have the right to have the refund decision reviewed by the International Student Disputes Resolution Scheme. More information may be found on the Study Complaints website.

Review and Reporting

Review

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

Reporting

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

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This policy has been approved by the Board of Trustees: Approval Date: _____

This policy has been reviewed on: Review Date: _____

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