

Western Springs College Refund Policy
(Schedule Three of AGREEMENT/CONTRACT OF ENROLMENT)

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.
2. A request for a refund should provide the following information to the School:
 - a. The name 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 receipts or invoice.

Non-Refundable Fees

3. 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. **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.
 - d. **Used Homestay Fees:** Homestay fees paid for time the Student has already spent in a Homestay cannot be refunded. Used Homestay fees may also include a notice period of two weeks.
 - e. **Portion of Unused Tuition Fees:** The School may retain a portion of unused tuition fees to cover costs already incurred or committed. As student places are limited and in high demand, the School may establish a minimum enrolment period during the application process. Consequently, retained amounts may include the unused tuition fee for that specified minimum period, ranging from one to three terms.
 - f. **Commission fees to the agent:** Where a student withdraws after the commission has already been paid by the School to the agent as part of the School's committed costs to cover the agent's services relating to the student's recruitment, enrolment, student support, or accommodation placement, the amount of the commission paid will be deducted from any refund payable to the student.

Requests for a refund for failure to obtain a study visa

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

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

5. 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.
6. 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:

7. 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.

Initialed by: _____ (parent) _____ (student)

8. 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 may be provided less the first School Term's tuition fees, and one subsequent School Term's 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.
9. If the Student voluntarily withdraws after enrolment has commenced, a minimum of one (1) term or ten (10) weeks' tuition notice is required. Any refund payable may be calculated less the incurred and current School Term's tuition fees, at least one subsequent School Term's tuition fees, and any other relevant non-refundable fees as outlined in this policy.

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. The notice period does not include weeks that fall during scheduled school holidays. In the event that less than 10 weeks' notice is given, refunds may be calculated based on the refund that would have been due if the termination had taken place 10 weeks after notice was given.

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

- 10 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.
- 11 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), and the School continues to offer education for international students.

Other circumstances where a refund request may be considered:

Where a 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, Accommodation Rules and Requirements, Accommodation Agreement, or Designated Caregiver Agreement, 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. The incurred and current School Term's tuition fees and at least one subsequent School Term's tuition fees; 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

- 13 If a Student changes to a domestic student after enrolment has commenced, this contract will be treated as being terminated on the date that the School is advised of this change of status. The student will be treated as having voluntarily terminated the Agreement on this date and any refund will be calculated accordingly. The Student will be treated as having given no prior notice for the purposes of cl 9 of this policy. Where the Student, Parent, or Agent has advised the School in writing during the application process of the Student's intention to apply to Immigration New Zealand for a visa that may result in a change of status, the School reserves the right to retain tuition fees for the incurred and current term, as well as one subsequent School term.

Where a Student voluntarily requests to transfer to another signatory

- 14 If a Student requests to transfer to another signatory after the commencement of their enrolment, a minimum one (1) Term or ten (10) tuition weeks of prior notice is required. This notice period does not include weeks that fall during scheduled school holidays. The notice period will begin the day after the School receives written notice that the Student requests to transfer to another signatory. Where less than 10 weeks' notice is given, any refund may be calculated based on the refund that would have been due if the termination had taken place 10 weeks after notice was given. The School may retain tuition fees for the incurred and current term, as well as one subsequent School term.

Refund of other fees

Requests for a refund of unused Homestay fees

15. If for any reason, the Student withdraws after their stay in a School Homestay, any unused Homestay fees will be refunded, less any relevant non-refundable fees set out in this policy. As a minimum of two weeks' written notice must be given by the School to the host family before a student moves out of a homestay, a two-week homestay fee remains payable to the host family, regardless of whether the student continues to stay during this period, unless otherwise agreed between the School and the host family.

Initialed by: _____ (parent) _____ (student)

16. Where the 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. As a minimum of two weeks' written notice must be given by the School to the host family before a student moves out of a homestay, a two-week homestay fee remains payable to the host family, regardless of whether the student continues to stay during this period, unless otherwise agreed between the School and the host family.
17. Where accommodation replacement(s) occur during the Student's enrolment, and such replacement(s) are due to changes in the Parents' or Student's accommodation plans, or result from the Student's misbehavior, breach of the Accommodation Rules and Requirements, or breach of the Accommodation Agreement or Designated Caregiver Agreement, the School will charge an Accommodation Replacement Fee.

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

18. Except by written request from a Student or their Parent, prepaid refundable fees unused at the end of enrolment amounting to less than **NZD\$500** may, when applicable, be refunded to the Student via a Visa gift card or gift voucher (e.g. Prezzy card) by the School. Sums greater than **NZD\$500** will be refunded into a parent's nominated bank account. Any refund requested prior to the end of the enrolment period shall incur a **NZD\$250** administration fee, charged by the School for processing the additional refund procedure, which may be deducted from the refundable amount. Any banking or transaction fees charged by banks in relation to the refund must be borne by the payee, typically the Parents.

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 or the end of enrolment, 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 or more received from outside of New Zealand will be refunded to a parent's nominated bank account in the source country. The School will require overseas refunds to be sent back to the exact same account used for the original transaction primarily to combat fraud and comply with international regulations.

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

21. 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.
22. In the event the Student or the Parent is dissatisfied with a refund decision made by the School or is dissatisfied with the process the School followed when making the refund decision, they have the right to have the refund decision reviewed by the Study Complaints, Disputes Resolution Scheme.

Initialed by: _____ (Parent) _____ (Student)