



98 Hurndall Street
Maungaturoto
Phone: 09 431 8487
otamateachristianschool@gmail.com
<https://www.otamateachristianschool.com>

Outcome 20: Managing Withdrawal and Closure Fees Protection and Refund Policy

Otamatea Christian School must ensure that the fees paid by international students for educational instruction in New Zealand are secure and protected in the event of student withdrawal or the closure of a course of educational instruction or a signatory.

The intent of this outcome

The intent of this outcome is to ensure systems are in place for students, and their parents or legal guardians, to understand refund processes where a student withdraws from a course, does not attend the course, or Otamatea Christian School removes a course or closes.

Good Practice:

Fee protection

Otamatea Christian School must ensure that the fees paid by international students are secure and protected in the event the school closes or the course of educational instruction is not provided. As part of good practice we will endeavor to document and share student fee protection systems with families prior to entering a student contract.

Our obligations as a school to protect fees paid in advance are set out in the Consumer Guarantees Act 1993.

Fees received in advance should only be used by the school as the fees are earned during the course. A portion of advance fees will be transferred to the school's main bank account in instalments. Remaining fees paid in advance are available to be refunded if necessary.

Otamatea Christian Schools Board of Governors has been advised to consult their insurance advisors when developing a fee protection policy and to make arrangements appropriate to their needs. Otamatea Christian School has been advised to seek the advice of an accountant when developing a fee protection policy in the interest of good practice.

Refund

Otamatea Christian School is required to inform students and families when a refund of fees paid may be made. As a school we must ensure that students and families understand their rights and obligations under refund policies.

When making policies the Board of Governors of Otamatea Christian School needs to refer to the following: The Education Act 1989, The Fair Trading Act 1986, The Consumer Guarantees Act 1993, The Human Rights Act 1993.

If Otamatea Christian School is no longer a signatory to the code or ceases to be a provider of education for international students, we have a duty to refund the unused portion of fees to the family. This information will be provided to students and parents as part of the refund policy.

Parents will be required to evidence their understanding and acceptance of refund policies through agreements that are signed and dated.



98 Hurndall Street
Maungaturoto
Phone: 09 431 8487
otamateachristianschool@gmail.com
<https://www.otamateachristianschool.com>

Process

1. Otamatea Christian School must ensure that:

- (a) Its refund policies are reasonable and in accordance with legal requirements.
- (b) It provides its international students (or the parents or legal guardians of international students under 18 years) with sufficient information to understand their rights and obligations under those refund policies.

2. A refund policy must include refund conditions for the following situations:

- (a) Failure by a student to obtain a study visa
- (b) Voluntary withdrawal by a student
- (c) The signatory ceasing to provide a course of educational instruction as contracted with a student, whether it stops of its own accord or as required by an education quality assurance agency
- (d) The signatory ceasing to be a signatory
- (e) The signatory ceasing to be a provider

3. In the situation in sub-clause (2) (c) or (d), the signatory must deal with fees paid for services not delivered or the unused portion of fees paid as follows:

- (a) Refund the amount in question to the student (or the student's parent or legal guardian); or
- (b) If directed by the student or the code administrator or the agency responsible for fee protection mechanisms, transfer the amount to another signatory as agreed with the student (or the student's parent or legal guardian)



98 Hurndall Street
Maungaturoto
Phone: 09 431 8487

otamateachristianschool@gmail.com

<https://www.otamateachristianschool.com>

policy to be provided to international students in accordance with clause 16 (1) d and clause 29 and 30 of the 2016 Code.

To ensure that international student fees are handled consistently with normal accounting practices. This means that those funds are secure from misappropriation and are only made available to the School in accordance with the School's Refund Policy or in the event that the School is not able to continue tuition.

Purpose

1. To ensure that these fees are not spent in advance.
2. To ensure in the event that the school is unable to continue to provide tuition, the unspent portion of the fees is available to be returned to the student.
3. To ensure that funds from international students are accounted for separately from other School accounts and in such a way that individual student contributions can be protected and monitored.
4. To ensure that international students' payment may be drawn down in accordance with the School's Refund Policy.

FEES PROTECTION

Accounting Procedures:

- i) Otamatea Christian School Board of Governors undertakes to hold sufficient financial reserves and maintain sufficient bank credit to repay any international student's fees for which a refund is deemed appropriate by the Board of Governors or by the Principal as the Board's agent.
- ii) International fees shall be paid into the school's separate coded account ANZ 06 0365 00133730 03 'International Account' for Foreign Fees.
- iii) These monies will be audited on an annual basis.
- iv) These monies will be available for approved refunds resulting from withdrawal from the School or in the event of the School not being able to provide tuition.
- v) Fees will be set annually by the Board of Governors
- vi) Fees are to be paid in two terms in advance on an annual or Term by Term basis. (All fees are inclusive of G.S.T).

Note: (The above also applies if the School is utilised by an International Parent as fund holder and distributor of any international student's home-stay accommodation fees.)

Evidence

1. Accounting records
2. General School Accounts
3. Bank Records

Evaluation Accounting records, International Student Account and General School Account



98 Hurndall Street
Maungaturoto
Phone: 09 431 8487

otamateachristianschool@gmail.com

<https://www.otamateachristianschool.com>

Fees Protection Procedures:

- a) All International Students will be required to take insurance which protects the payment of fees so that if they default for any reason their remaining tuition time and costs will be covered including:
 - i) Illness, injury or death in New Zealand resulting in the course not being completed.
 - ii) Travel delay occurring on route to New Zealand that causes delay to when the student starts attending the school.
 - iii) A relative becomes critically ill, injured, or dies in a student's home country and they need to return home to attend to these matters leaving the course uncompleted.

Process for depositing fees within required time:

1. Fees are to be deposited into the 'International Account' for foreign fees that is registered with the ANZ, bank account number: 06 0365 0013373 03.
2. Otamatea Christian School will invoice the Parents of individual students. Fees are inclusive of GST. The fees will include all costs for the student whilst on the homestay, except for personal spending money. Accommodation fees will be itemised separately and will be held in an account to be paid to the Homestay provider. An administration cost will be incurred for this.
3. To secure a place 25% of the fees must be paid to Otamatea Christian School at least two months before arrival with the balance being paid two weeks before arrival.

REFUNDS

Rationale

If a student withdraws from his/her course of study before the completion date due to a voluntary withdrawal, or the school ceasing to provide a course of education contracted with a student, or the school ceases to be a signatory or a provider then he/she may be eligible for a refund of tuition fees. If a refund is requested, the following procedures and guidelines will apply:

To be eligible for a Refund: (Please refer to Table of Refund Information in this document)

- To be eligible for a refund, parents must complete a Refund Application form and give it to the Board of Governors setting out the special circumstances of the claim within one month of the last day of attendance. Otamatea Christian School must also complete the official leaving process and attach the leaving certificate.
- In every case, the school undertakes to look fairly at applications for a refund of fees or part-fees.



98 Hurndall Street
Maungaturoto
Phone: 09 431 8487

otamateachristianschool@gmail.com

<https://www.otamateachristianschool.com>

- When Otamatea Christian School is unable to continue

to deliver a program, the student and parent may agree to transfer to another school. Every attempt will be made to place the student in a school where the curriculum is similar and the student is given credit for work completed. If the student cannot be transferred, they will receive a refund of the unused portion of fees.

If the application is made before the start of the course:

- Fees will be refunded in full, less the Administration Fee paid for each Term/Year. This includes if a student is not granted a study visa or permit to attend Otamatea Christian School.
- If the application is made after the start of the course (*i.e. in Terms 1 or 2*), but before the second half of the course (*i.e. Terms 3 & 4*):

Fees will be refunded less:

- The Administration Fee paid
- Costs to the school already incurred for tuition (Paces, tuition books and equipment)
- Components of the fee already committed for the duration of the course
- Specialist fees (*if applicable*)
- Appropriate proportions of salaries for teachers and support staff (*if applicable*)
- Costs already incurred for the use of facilities and resources
- The proportion of the Government Levy the school is required to pay
- Any other costs already incurred.

If the application is made after the second half of a course:

- There will be no refund, except under exceptional circumstances. (*See Compassionate Refunds below.*)

Compassionate Refunds:

- In exceptional circumstances, refunds may be granted on compassionate grounds (e.g. death of a close family member, serious illness, accident). All such refunds will be at the discretion of the Principal and the Board of Governors.

If an international fee-paying student gains residency during their course:

- No further fees are to be paid
- The new resident will then abide by the school enrolment scheme. Documentation of residency must be provided within 14 days of it being granted.

If an international fee-paying student's parents are students or have employment in New Zealand which allows them to change their child to the domestic roll then:

- No further international fees are to be paid.
- The student is to be transferred to the domestic roll.
- Domestic Fees, legislation and Otamatea Christian procedures and protocols will apply.
- All Domestic Fees and fees for paces and school stationary and activities fees must

be paid in full.

- The parents and students will then abide by the school enrolment scheme. Documentation of a change in visa provision for domestic roll students must be provided within 14 days of it being granted.
- If there is a transitional period in which the student is not on the International Roll but does not yet qualify for the Domestic Roll the student can continue attending the school as a visitor to the school and further attendance guidance and advice will be sought from the Education Department and NZQA.
- These students will then be counted as non-fee paying students but must cover the cost of their personal stationery and Paces. If the people concerned wish to make a donation to the school then that is at their discretion.

The Board of Trustees will make no refund:

- When a student is required to leave the school for a breach of the rules and conditions of enrolment at the school or has broken a New Zealand law.
- Where a student has been stood-down, suspended or excluded
- Where a student returns home for any reason other than serious illness, accident or death of a close family member
- If the enrolment application is found to be inaccurate in any way and the contract is terminated

Homestay Fees

If a student moves out of your Homestay before the end of your Contract:

- The Homestay Placement Fee will **not** be refunded.
- All other unused Homestay Fees will be refunded, provided the Homestay has been given two weeks' notice that the student is leaving
- If the student does not give two weeks' notice, then two weeks' Homestay fees will be deducted from any refund.

Payment of Refunds:

- a) In accordance with the Code of Practice, 2016 clause 30 (2) c and d where the school ceases to be a signatory or to provide a course of educational instruction as contracted then
 - i. The unused portion of fees (less administration costs) paid will be refunded to the student (if 18 or over) or the student's parent or legal guardian or if directed by the student or the code administrator or the agency responsible for fee protection mechanisms, transfer the amount to another signatory as agreed with the student (or the student's parent or legal guardian).
 - ii. All other forms of refunds will be paid to either the parents of the student or to an agent with written authority from the parents. No refunds will be given directly to the student.

NOTE: The New Zealand Immigration Service will be notified if any student ceases to attend OTAMATEA CHRISTIAN SCHOOL for whatever reason.



98 Hurndall Street
Maungaturoto
Phone: 09 431 8487
otamateachristianschool@gmail.com
<https://www.otamateachristianschool.com>

REFUND APPLICATION PROCEDURE AND OFFICIAL LEAVING PROCESS FOR INTERNATIONAL STUDENTS

1. If a student withdraws from your course of study before the course completion date they may be eligible for a refund of school fees.
2. An application for refund of fees must be made **in writing**. The student or guardian must write to the Board of Trustees explaining why they have withdrawn from the course and their reasons for seeking a refund.
3. If the student's application is made before the start of their course, their fees will be refunded in full less an **administration charge of \$575.00** to cover costs incurred by the school.
4. If the refund application is made after the start of their course, but before the second half of their course, their fees will be refunded less:
 - **An administration charge of \$575.00**
 - Costs to the school already incurred for tuition and materials supplied.
 - Components of the fee already committed for the duration of the course, including appropriate proportions of salaries of teachers and support staff (if applicable).
 - Specialist fees if applicable
 - Costs already incurred for the use of facilities and resources.
 - The proportion of the Government Levy the school is required to pay.
 - Any other costs already incurred.
5. If the refund application is made after the second half of the course, A refund will not be given except in exceptional circumstances.
6. No refund will be made to a student who is expelled from the school by the Board of Governor.
7. The school will notify Enrol and Immigration of the Student's withdrawal from the school.
8. All school property used by the student needs to be returned to the school.



98 Hurndall Street
 Maungaturoto
 Phone: 09 431 8487
otamateachristianschool@gmail.com
<https://www.otamateachristianschool.com>

Table of Refund Information

Reason for Refund Application	Information to be provided by student	When to submit the application	Refund Amount
NZIS refuse a visa	Official letter from NZIS explaining the Visa refusal	At any time	Total tuition fee minus any bank charges and administration fee.
NZIS refuse a visa extension	Official letter from NZIS explaining the Visa refusal	At any time	Total tuition fee minus any bank charges and administration fee.
Transferring to another school	Evidence of an unconditional Offer of Place from another school.	Two weeks before the programme starts. Less than two weeks before the programme starts and thereafter:	75% less administration fee and any costs already incurred. No refund or up to the boards discretion.
Otamatea Christian School is unable to offer a program of study at all or transfer student to another school with a similar curriculum Otamatea Christian School is temporarily closed.			Total tuition fee refund including administration fee. Or if transferred part way a refund of fees not used less administration fee. Total tuition fee less costs of Paces or Books supplied if the student is going to continue working at home during the temporary closure
Permanent Residence in New Zealand has been granted	Passport and Visa with changed status	At any time	International Fee for the term applies and then Domestic Fees will be applied with a refund on the difference less the administration fee.
Student no longer wants to study at Otamatea Christian School or in New Zealand	Certain conditions must be met (e.g. Student Visa cancelled and student has returned home)	Two weeks before the programme starts. Less than two weeks before the programme starts	75% of tuition fee refund less administration fee. No refund



98 Hurndall Street
Maungaturoto
Phone: 09 431 8487

otamateachristianschool@gmail.com

<https://www.otamateachristianschool.com>

		and thereafter:	
Exceptional circumstances (e.g. serious personal illness)	Notarized documentation proving the situation	At any time	At discretion of O.C.S Board

Refund of Homestay Fees

1. If you move out of your homestay before the end of your contract the portion of your homestay fees not already used will be returned to you less two weeks. The Homestay Arrangement Fee of \$200 cannot be refunded.
2. To have your homestay fees returned, you must write to the Board of Trustees giving two weeks' notice, or pay two weeks' fees in lieu of notice.
3. If you cancel your homestay contract more than 4 weeks before you move into the homestay.

Reimbursement of Refunds:

All refunds will be paid in New Zealand Dollars. Refunds will be sent to the following as appropriate:

- In the first instance. The bank account from where the original payment was received. This only on evidence the student has returned to their home country.
- The student's registered home address in country of origin. This only on evidence the student has returned to their home country.
- The recruitment agent who referred the student. This only upon evidence the student has returned to their home country and where the student has authorized this transfer.
- Another institution. This if the Application for Refund Form is supported by evidence of an official unconditional Offer of Place by the other institution and Student Visa for that institution.
- Refunds will not be paid directly to a student or transferred to a student's bank account in New Zealand.

Parental and student agreement with refund conditions in policy above:

'We agree with these refund conditions'

Parent's Signature: _____ Date: _____

Print Parent's Full Name: _____



98 Hurndall Street

Maungaturoto

Phone: 09 431 8487

otamateachristianschool@gmail.com

<https://www.otamateachristianschool.com>

Print Student's Full Name:

This policy will be reviewed annually before December of each year.

Next Reviewed: October, 2022