

# Liston College Board of Trustees

## Withdrawals and Refund of Fees Policy

All refunds of tuition fees to students withdrawing from Liston College are at the discretion of the Board of Trustees. Application for refund must be made in writing to the Board of Trustees setting out the special circumstances of the claim.

### 1. Request for a refund of international student fees

- i. 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.
  - a) In arriving at their decision, the Board of Trustees will take into consideration the special circumstances of the withdrawing student and;
  - b) costs already incurred by the Board
  - c) the salaries of the teachers and support staff and any other components of the fee committed for the duration of the course
  - d) an amount which covers the use of facilities and resources to the date of the withdrawal
  - e) the proportion of the Government or the Catholic School Levies the school is required to pay
  - f) any other costs already incurred
- ii. A request for a refund should provide the following information to the School ([Click for Application Form](#))
  - 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 address of bank and swift code where relevant
  - g) Any relevant supporting documentation such as receipts or invoice.

### 2. Non-refundable fees

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 or not 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 the Student. Students and families 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. Costs incurred for arranging homestay accommodation for the Student before 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. Amounts retained will relate to costs that have been incurred or committed by the School and may vary.

### 3. Request for a refund for failure to obtain a study visa or for reasons relating to Covid-19

- a) 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.
- b) If the Student withdraws before the start of their enrolment, owing to medical or travel conditions arising from Covid-19, the school will provide a full refund of fees.

#### **4. Requests for a refund for voluntary withdrawal from enrolment - Withdrawal before enrolment**

- a) If the Student voluntarily withdraws more than three weeks before 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.
- b) If the Student voluntarily withdraws three weeks or less before the start date of their enrolment, a refund of international student fees will be provided less a minimum of ten weeks tuition fees and any relevant non-refundable fees set out in this policy.

#### **5. Requests for a refund for voluntary withdrawal from enrolment - Withdrawal after enrolment**

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 fees and any other relevant non-refundable fees as outlined in this policy. The minimum ten week notice period will begin the day after the date on which the school receives written notice of the student's intention to withdraw.

#### **6. Requests for a refund for enrolment of one term or less**

Where the Student is enrolled for one term or less and withdraws early, or where the school terminates the Student's enrolment, any unused portion of international student fees will not be refunded.

#### **7. Requests for a refund where the School fails to provide a course, ceases as a signatory or ceases to be a provider**

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.

#### **8. Requests for a refund where the Student's enrolment is ended by the School**

- i. 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:
  - a) Any non-refundable fees set out in this policy
  - b) A minimum of ten weeks tuition fees from the date of termination
  - c) Any other reasonable costs that the school has incurred in ending the student's enrolment
- ii. No refund will be made to a student who is excluded from the school by the Board of Trustees. Where a student is excluded from Liston College, the costs associated with the return journey home will be the responsibility of the parent or guardian, not Liston College.

#### **9. Requests for a refund where the Student changes to a domestic student during the period of enrolment**

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 fees and any other relevant non-refundable fees as outlined in this policy. The ten weeks will begin the day after the school receives written evidence of the student's domestic student status.

#### **10. Requests for a refund where a student voluntarily requests to transfer to another signatory**

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 fees and any other relevant non-refundable fees as outlined in this policy. The ten weeks will begin the day after the school receives written notice of the student's intended withdrawal.

#### **11. Request for a refund of homestay fees**

- a) If for any reason, the Student withdraws after the start of their stay in a school homestay, any unused homestay fees will be refunded, less any relevant non-refundable fees set out in this policy.

- b) 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.

## **12. Requests for a refund of fees unused at the end of enrolment**

Except by written request from the Student or their parent, prepaid fees unused at the end of enrolment amounting to less than NZD\$100 will be refunded in cash. Sums of NZD\$100 or greater will be refunded into a nominated bank account.

## **13. Outstanding activity fees or other fees owed to the School**

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.

## **14. Refunds to be made to the country of receipt**

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.

## **15. Rights of families after a decision regarding a refund has been made by the School**

A decision by the School relating to a request for a refund of international student fees will be provided to the Student or their 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
- c) Details of non-refundable fees

In the event the Student or their parent is dissatisfied with a refund decision made by the School or are dissatisfied with the process the School followed when making the refund decision, they have the right to have the refund decision reviewed by the International Student Disputes Resolution Scheme or to make a complaint to the Code Administrator.

Updated August 2020

**To apply for a Refund, please email your request to: [international@liston.school.nz](mailto:international@liston.school.nz)**