



## REFUND POLICY FOR INTERNATIONAL STUDENTS

This policy is based on Section 521(7) of the Education Act 2020 and in accordance with the requirements of The Education (Pastoral Care of Tertiary and International Learners) Code of Practice 2021 (Code).

### Policy Statement

Middleton Grange School (the School) has established the following policy for tuition refunds of International student fees as stated in the Contract of Enrolment (Contract)

- 1.1 Either party may terminate the Contract at any time by giving the other party one month written notice.
- 1.2 On termination by the School:  
Subject to paragraph 1.4 below, the student is entitled to a refund of a portion of the tuition fee paid. This portion shall be calculated on the basis of the proportion that the number of school days remaining in the contracted tuition period, counting from the day after the student last attends the School, less twenty school days, bears to the total number of days in the contracted tuition period.
- 1.3 In accordance with the Code, if this Contract is terminated due to the School ceasing to provide a course of educational instruction as contracted with the student, or due to the School ceasing to be a signatory to the Code, the School will:
  - a) refund to the student or the student's parents the amount of any fees paid for services not delivered or the unused portion of fees paid; or
  - b) if directed by the student or the code administrator or the agency responsible for fee protection mechanism, transfer the said amounts to another signatory as agreed with the student or the student's parents.
- 1.4 Should the termination of enrolment be due to student's continued misconduct, expulsion or failure to provide true and accurate information on enrolment, there will be no refund of fees other than the unused portion of the Residential Care accommodation fees, Student Care Fee and Activity Fee.
- 1.5 On termination by the student:
  - a) Where the tuition period is for six months or longer
    - (i) In the first two months of the tuition period the student is entitled to a refund of 50% of the tuition fee paid;
    - (ii) After the first two months of the tuition period no refund of the tuition fee shall be made.
  - b) Where the tuition period is for less than six months, no refund of tuition fee shall be made.
  - c) Where the termination is due to parents transferring a student to another school within

New Zealand, there will be no refund of fees already paid, except for any unused portion of Residential Care accommodation fees, Student Care fees and Activity Fee.

d) Where the termination is due to the parent's immigration status changing and therefore the student's status changing from international fee-paying student to domestic student, and where the student has applied for and been granted a domestic place at the school, there will be no refund of fees already paid, except any unused portion of Residential Care accommodation fees, Student Care fees and Activity Fee.

e) Where a student's visa status changes to domestic status and they have not gained a domestic place and choose to leave the school, there will be no refund of fees already paid, except any unused portion of Residential Care accommodation, Student Care fees and Activity Fee.

1.6 In addition to the amounts calculated under 1.2, 1.3 or 1.4 above, the student shall be entitled to a refund of any unused portion of any Residential Care accommodation fees paid.

1.7 Notwithstanding the conditions of clauses 1.4 and 1.5 above, in exceptional circumstances (such as a serious illness to the enrolled student or a member of the student's immediate family resident overseas) the school may decide to grant a refund greater than the amount to which a student may otherwise be entitled.

1.8 In exceptional circumstances where the Director of the International College has granted consent for an international student 18 years and over to enter into a private arrangement with an accommodation provider, the school will refund all unused portions of the residential care fee.

1.9 In the event of the School needing to be closed for a period longer than five consecutive days within a school year due to unforeseen circumstance, causing the School to be unable to provide tuition, the School will refund a fair proportion of the tuition fees, as calculated by the School, reflecting the period of the closure (excluding the first five days).

#### **Non-refundable Fees**

- Enrolment fee – paid on acceptance of offer of place
- Used portion of residential care fee
- Used portion of student care fee
- Used portion of Activity Fee
- Insurance (students and parents may apply directly to an insurance company for a refund of premiums paid).

If an international student fails to obtain an appropriate study visa prior to the start date of their enrolment, a refund of international student tuition fees will be provided less all non-refundable fees.

If an international student voluntarily withdraws prior to the start date of their enrolment, a refund of international fees will be provided less any relevant non-refundable fees set out in this policy.

#### **Refund Procedures**

Middleton Grange International College has established the following procedures with regard to tuition refunds.

1. A copy of the refund policy will be given to parents prior to enrolment.
2. An application for a tuition refund or any other fee refund must be made in writing by the student's parents to the Director of Middleton Grange International College using the form provided.
3. The criteria for refund as detailed in the Refund Procedures will be applied by the Director of Middleton Grange International College. The decision on the application for refund will be in writing.
4. If there is a dispute in the decision on the refund, then the process outlined in the Grievance Procedures must be followed.
5. Any transaction costs relating to any refund will be passed on to the beneficiary.