

Controlled Document – refer to Intranet for latest version

Category: Business and Finance

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Responsibility: General Manager Business Development

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Purpose

To describe and detail Student Fees, Charges and Refunds, including providing the framework for assessing applications for refund of fees for international students.

Scope

This is a UCOL wide policy.

Responsibility

The International Recruitment and Conversion team are responsible for the implementation of this policy.

Requirements

1. Payment of fees

- 1.1 All fees and charges are in New Zealand dollars unless otherwise stated.
- 1.2 UCOL must receive payment in full of the tuition fees and student services levy (SSL) from an International Student no later than the first date teaching starts for the programme of study the International Student is enrolled in. If an International Student is permitted by UCOL to commence study after the first day teaching starts for the programme of study the International Student is enrolled in, payment in full of the tuition fees and SSL must be received by UCOL no later than the date that UCOL has advised the student in writing that they must start.
- 1.3 Fees not paid by the due date may incur a Late Payment Charge, detailed in the fees and charges.
- 1.4 In exceptional circumstances, and only with prior approval, arrangement may be made to pay fees by instalments. Students are advised to review these arrangements in conjunction with Immigration New Zealand.
- 1.5 The total amount paid to UCOL must include any bank fees that may be incurred by UCOL.
- 1.6 Fees can be paid by credit card; these credit card transactions incur a merchant service charge from the bank. A credit card surcharge may be applied for all Visa and MasterCard credit card payments.

- 1.7 No refunds of tuition fees and SSL will be paid to International Students, except as expressly provided for in Schedule A of this policy.

2. Fee protection for International Students

- 2.1 All monies received from an International Student are banked and recorded against that student in UCOL's Student Management System (SMS).
- 2.2 Monies received for fees are only applied when the student is fully enrolled at UCOL, until that time they are held in a bare trust.
- 2.3 UCOL financial systems and internal controls are audited on an annual basis by Audit New Zealand, and the ongoing financial viability of UCOL is covered in this audit process.
- 2.4 UCOL is insured by a Business Interruption policy to cover such events as fire or flood, which could prevent delivery of UCOL's programmes. The policy provides for the running of UCOL's programmes at an alternative site, or to meet contractual obligations to refund students where UCOL is unable to deliver as a result of these events.

3. Withdrawal

- 3.1 An international student can only withdraw from a programme of study at UCOL by completing, signing and returning, to the UCOL Information Centre or Student Registry Services, a UCOL Change of Details/Circumstances form, by email notification or other written confirmation.
- 3.2 Except as expressly provided for in this procedure, no refund will be granted to an International Student who does not withdraw from a programme in accordance with Clause 3.1 above.

4. Refunds as a Result of Withdrawal from a Programme or Qualification

- 4.1 The amount of a refund (if any) will depend on the Date of Withdrawal and/or the reason(s) for Withdrawal. Please refer to the table in Schedule A of this policy for the relevant Dates of Withdrawal and Partial Refunds that will be granted.
- 4.1 The Date of Withdrawal is the date that UCOL receives notification of withdrawal in writing from the international student.
- 4.2 Immigration NZ will immediately be informed of a student's withdrawal from a programme of study.

5. Refunds as a Result of a Change in Residency Status

- 5.1 If an international student gains Permanent Residency during their programme of study, the student **will not** receive a refund of fees for the enrolment period in which residency was granted unless:
 - (i) Residency was granted before the end of two weeks from the Programme Commencement Date; and

- (ii) UCOL is able to access funding for the international student as an equivalent full-time student; and
- (iii) The International Student has withdrawn in accordance with Clause 3.1 of this Policy and has enrolled at UCOL as a Domestic Student.

5.2 Domestic fees will apply for the following semester's enrolment. No rebate will be offered for fees paid for any prior study.

6 Programme Transfer

6.1 International students are able to transfer to an alternate programme of study at UCOL by completing, signing and returning, to the UCOL Information Centre or Student Registry Services, a UCOL Change of Details/Circumstances form, by email notification or other written confirmation.

6.2 Subject to the international student gaining the entry requirements, correct visa and complying with all terms and conditions of enrolment, then the enrolment can be completed.

6.3 Any fees not consumed in the original programme can be transferred to the new programme of study. The proportion of fees not consumed will be calculated on a pro-rata basis based on the proportion of the original programme completed.

6.4 If the international student does not meet the entry requirements, or does not receive a new visa for the new programme of study, then the fees and any refund due revert to the original programme of study.

7 Refunds in Other Circumstances

7.1 At law, UCOL has the discretion to grant a full or partial refund to any student.

7.2 International students are expected to seek redress from their insurer for situations which may be covered before applying to UCOL for a refund as outlined in 7.3.

7.3 In special circumstances comprising reasons of a compassionate nature, UCOL at its sole option may grant a refund of a greater amount than is stated in this procedure and/or may grant a refund outside the required timeframe for Withdrawal as stated in this policy. If an international student believes that special circumstances of a compassionate nature exist, they must apply in writing to UCOL, enclosing supporting evidence of the special circumstances claimed and they must provide all other evidence requested by UCOL. UCOL will consider the request and may or may not grant a refund in an amount that UCOL deems appropriate.

7.4 If UCOL does not proceed with a programme offered and UCOL has received tuition fees and SSL from an international student for that programme, UCOL will notify the international student in writing that UCOL will not be proceeding with the programme. Pursuant to Clause 67.1 above, UCOL will grant a full refund of the tuition fees and SSL received by UCOL from the international student for that programme but UCOL shall not be liable to compensate the student for any fluctuations in currency in the intervening period or for any other costs incurred by the student whatsoever.

- 7.5 If UCOL is disestablished for incorporation into another institution and that new institution provides the programme or training, then no refund will be available except in accordance with the usual Refund Policy.
- 7.6 If UCOL is no longer a signatory to the Education (Pastoral Care of International Students) Code of Practice 2016, then UCOL will refund all tuition fees in respect of UCOL study not undertaken and all other prescribed UCOL fees for that study.

8. Payment of Refunds

- 8.1 Refunds to international students can be made by direct credit and will be returned to the original payee (less an administration fee) or as directed in writing by the international student if they were the original payee. If UCOL does not receive such reasonable written directions within seven days of the Date of Withdrawal, UCOL will forward payment of the refund to the residential address of the international student inserted on the international student's Enrolment Form.
- 8.2 All refunds will be denoted in New Zealand Dollars. To refund the payment into the student's bank account they must provide third party verification of their bank account number which should include the bank logo, the account number and the account name in order to be set up. *Refer to Creditor Supplier Payments Procedure, clause 1.*

Relevant Legislation

- Education Act 1989 and amendments
- Human Rights Act 1993 and amendments
- New Zealand Bill of Rights Act 1990
- Judicature Act 1903

Related Documentation

- [Education \(Pastoral Care of International Students\) Code of Practice 2016](#)
- [International Student Contract Disputes Resolution Scheme \(DRS\) 2016](#)
- UCOL International Prospectus: International Student Fee Refund
- [Admission and Enrolment Policy](#)
- [International Students Procedure](#)
- [Student Complaints Policy](#)
- [Student Concerns and Complaints Procedure](#)
- [Student Financial Support Policy](#)
- [Student Financial Support Procedure](#)
- [Creditor Supplier Payment Procedure](#)
- [Tuition Fees, Course Costs and Other Charges Policy and Procedure](#)

Reason for Withdrawal	Documentation student must provide	Date of Withdrawal	Amount of Refund	Admin Charge
Refusal by Immigration New Zealand to grant an initial visa for study in New Zealand.	Written notification of withdrawal and written confirmation from INZ of rejection of visa application.	Prior to the programme commencement date.	100% of the tuition fees and SSL received by UCOL, less the administration charge. Note prospective students should not pay fees until such time as they have approval in writing of a "Visa in Principle" from Immigration New Zealand.	\$250
		After the programme commencement date.	Partial refund of the tuition fee and SSL at the discretion of UCOL. Note prospective students should not pay fees until such time as they have approval in writing of a "Visa in Principle" from Immigration New Zealand.	\$250
Extension of student visa is not granted by INZ.	Written notification of withdrawal must be completed before departure from UCOL. Written confirmation from INZ of rejection of visa extension.	Prior to the programme commencement date.	100% of the tuition fees and SSL received by UCOL, less the administration charge.	\$250
		After the programme commencement date.	Partial refund of the tuition fee and SSL at the discretion of UCOL.	\$250
		After the programme commencement date (for example, INZ rejection reason being breach of visa conditions from previous visa).	No refund.	Nil
The Student no longer wishes to study at UCOL (for students issued a	Written notification of withdrawal.	2 or more weeks before the programme start date.	100% of the tuition fees and SSL received by UCOL, less the administration charge.	\$500

Reason for Withdrawal	Documentation student must provide	Date of Withdrawal	Amount of Refund	Admin Charge
visa in the name of UCOL).*		Between 2 weeks prior and 2 weeks after the programme start date. **	90% of the tuition fees and SSL received by UCOL, less the administration charge.	\$500
		More than two weeks after the programme commencement date. **	No refund.	Nil
	No written notification of withdrawal received.	More than two weeks after the programme commencement date.	No refund.	Nil
UCOL withdraws an offer of place or is unable to provide the programme for any reason.	No documentation required.	Prior to the programme commencement date.	100% of the tuition fees and SSL received by UCOL.	Nil
UCOL is no longer able to provide tertiary education services.	No documentation required.	Prior to the programme commencement date.	100% of the tuition fees and SSL received by UCOL.	Nil
UCOL withdraws an offer of place on the basis of incorrect or incomplete information supplied by a student or student's agent.	No documentation required.	At any time.	UCOL reserves the right to retain the tuition fee, SSL and other charges paid.	\$500

Reason for Withdrawal	Documentation student must provide	Date of Withdrawal	Amount of Refund	Admin Charge
Exceptional circumstances (for example serious illness).	Documentation supporting an application for a refund. Documentation as stipulated by the Head of School.	At any time.	The amount and approval of any refund is at the discretion of the Chief Executive, or delegate. The student is expected to seek redress from their insurer before applying to UCOL for a refund.	\$500
Any reason not detailed above.		Less than two weeks before the programme commencement date.	90% of the tuition fees and SSL received by UCOL, less the administration fee.	\$500
		More than two weeks after the programme commencement date.	No refund.	\$500

Note:

* If the student has already arrived in New Zealand they will be required to provide proof that they have returned to their normal Country of Residence, or received an alternate visa to remain in New Zealand.

** Or by reason of individual contract exception.