

## Refund Policy

### 1. Purpose

- 1.1 This policy provides guidance on the circumstances whereby UC International College will consider, assess and manage applications for refund of student fees.
- 1.2 This policy has been developed in line with requirements of the Education (Pastoral Care of International Students) Code of Practice 2016 and the Education Act 1989.

### 2. Scope

- 2.1 This policy applies to prospective, current and previous students of UC International College who may be eligible for student fee refunds.

### 3. Definitions

Term or Acronym	Definition
Applicant	Prospective student applying for a place at UC International College.
Census Day	The last day for commencing (new) students to enrol in their programme and the last day for current (returning) students to register in classes or make changes to their programme or courses. Census Day falls on the tenth working day after the published commencement date of the semester.
Course	The term course is used to mean a single subject. See Programme.
Deferral	To delay commencement or continuation of a programme. Normally for a period of at least one but not more than three semesters.
Programme	A period of instruction made up of multiple courses. See Course.
Student	An international student who is not a New Zealand or Australian citizen or holder of a permanent residency visa in New Zealand. Studying in New Zealand with an appropriate visa.
The Student Fee Protection Rules	The Student Fee Protection Rules 2013, made under section 253 of the Education Act 1989 as amended.
Semester	A defined and formal period of study within a programme. UCIC currently runs three semesters annually.
Commencement Date	The publish start date of the Programme.
Ex gratia	In law, an ex gratia payment is a payment made voluntarily without the giver recognising any liability or legal obligation.

Refund Period	The refund period is determined under the Education Act 1989. The refund period ends ten working days from commencement of the programme for a programme of three months duration or more.
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## 4. Policy Statement

### 4.1 Agreement between UC International College and Student

4.1.1 Once an applicant accepts a place at UCIC and pays their fees, a binding contract is created between UCIC and the student.

4.1.2 The contract between UCIC and the student is governed by the laws of New Zealand. A student may cancel their enrolment in a programme at any point in time. Depending on the timing of the request, a student may be subject to a financial charge as outlined in section 4.5.

### 4.2 Tuition Fees Assurance

4.2.1 As a Private Training Establishment, UCIC is subject to New Zealand Qualification Authority's Student Fee Protection Rules 2013 (and amendments), which are designed to protect the interests of international students: <http://www.nzqa.govt.nz/assets/About-us/Our-role/Rules/SFP-Rules.pdf>

4.2.2 Provision has been made to safeguard payments made by students, in compliance with the Student Fee Protection Rules 2013. All tuition fees paid on behalf of the student will be deposited into UCIC's Public Trust account. When the student commences study, UCIC will draw down these funds from the account as permitted under the Student Fee Protection Rules. (Also refer to UCIC's Student Fee Protection Policy).

4.2.3 In the event that UCIC is unable to offer a programme or study, ceases to be a provider or ceases to be a signatory to the Education (Pastoral Care of International Students) Code of Practice 2016, students' fees will be protected under the provisions of the Student Fee Protection Rules.

### 4.3 Criteria for a Refund

4.3.1 Notification of withdrawal or deferment from a programme of study should be made formally by submission of a completed Withdrawal or Deferment Form available at UCIC Reception, in line with the Deferral and Withdrawal Policy.

4.3.2 Students who wish to apply for a refund, must submit a Refund Request Form to UCIC reception.

4.3.3 Once an application has been assessed, UCIC will calculate any balance owed to the student and complete Public Trust documentation as applicable. Fee refunds will be calculated in line with section 4.5.

4.3.4 Any debts to UCIC must be paid in full. Where necessary, outstanding amounts will be deducted from any potential refund.

- 4.3.5 The term Total Fee listed in Table 4.5 below includes Student Tuition Fee, Student Service Levy and Medical and Travel Insurance if the student has purchased insurance cover through UCIC.
- 4.3.6 Refund requests of Medical and Travel Insurance submitted after Census Day are decided by the student's insurance company. Requests need to be made on the insurance company's official refund form. Students are not eligible for a refund on premiums if they have already made a claim. For more information, please refer to: <https://www.insurancesafenz.com/FAQ>
- 4.3.7 Refund requests for UC Student Service Levy submitted after Census Day can be submitted to UCIC as part of a refund application. Note: any refund after Census day will need to meet the University of Canterbury's Student Services Levy refund requirements and UCIC will need to secure approval from the University.

#### 4.4 Payment of Refund

- 4.4.1 Refund applications will only be considered once a Refund Request Form has been submitted.
- 4.4.2 All refunds under this policy will be assessed and where appropriate paid within the timeframe specified in section 4.5.
- 4.4.3 In the unlikely event that UCIC is unable to deliver a programme in full, the refund will be paid within five working days of the day on which the programme ceased being provided by UCIC. If this situation occurs, students may opt to accept a place in a suitable alternative programme offered by UCIC at no additional cost or they have the right to a full refund.

#### 4.5 Refund Calculation

Notification Period	Cancellation Fee	Refund
<b>Withdrawal from programme</b>		
Visa refused or withdrawn prior to programme commencement. (Evidence of refusal or withdrawal of visa necessary):	\$NZD 200	Total fees less \$200 NZD
<b>Before Programme Start Date</b> More than 10 weeks:	\$NZD 500	Total fees less \$500 NZD
10 weeks or less:	15% of total student fees	85% of total fees
<b>After Programme Commencement Date</b> Before the end of Week 2 of the programme (Census Day)	25% of total student fees	75% of total fees
After Census Day	100%	No refund

<b>Deferral of programme</b>	
Deferral to subsequent semester	<p>Monies held until commencement / re-commencement. No penalty if deferral is prior to commencement of semester. However, forfeit of current semester's fees if student defers after Census Day.</p> <p>Any subsequent withdrawal or termination of enrolment will be assessed as of the date of receipt of the deferment notification.</p> <p>If a new visa application or renewal is withdrawn by the student or refused by Immigration New Zealand after commencement of programme, UCIC may offer the student deferral to the following semester, depending on the circumstance of the refusal. UCIC will not enrol or allow continued enrolment of any student who does not have an appropriate visa to study at UCIC.</p> <p>Students who enrol in a semester of study on an interim visa do so solely at their own risk and any refunds will be assessed as a withdrawal after programme commencement and not a visa withdrawal, decline or refusal.</p>
<b>Cancellation from programme by UCIC</b>	
Programme cancelled by UCIC <sup>1</sup>	100% refund of total fees
Cancellation due to student breach of visa conditions or termination of enrolment (eg for misconduct, unsatisfactory programme progression or unsatisfactory attendance).	No refund of initial programme fees
Applications for refund are calculated on completion by the students of the Refund Request Form available at UCIC Reception.	
Refund payments will be made within five working days where a request falls before the end of the refund period. Where a request is made after the refund period, payments are ex gratia and may take longer to process.	

- 4.5.1 Where a student visa application is rejected or withdrawn prior to commencement of study, a student must withdraw from UCIC and the refund will be calculated as shown in Table 4.5. Proof of visa refusal must be sent to UCIC. This will also be subject to a confirmation via the New Zealand High Commission or New Zealand Embassy.

<sup>1</sup> This may be due to UCIC not offering the programme, UCIC's loss of accreditation to provide the programme, loss of Code signatory status or ceasing to be a provider.

#### **4.6 Deferral and Withdrawal**

- 4.6.1 Students must formally advise UCIC if they are unable to commence their studies until a subsequent semester (deferral). UCIC will hold the fees paid until commencement without levying a penalty. If the student subsequently withdraws, the Refund Policy will apply as at the date UCIC received the initial request for deferral and calculated as per 4.5.
- 4.6.2 Students may also defer after programme commencement. Deferrals after Census Day in the applicable semester will occur a financial penalty in line with 4.5.
- 4.6.3 Continuing students who fail to register for classes by Census Day will be deemed to have withdrawn from their programme by default. The date of withdrawal will be taken as first day of week three and their enrolment will occur a termination status.
- 4.6.4 A student whose enrolment is terminated by UCIC due to breach of their visa conditions, misconduct or unsatisfactory programme progress and or attendance will not be entitled to any refund of the initial programme fees.
- 4.6.5 If a continuing student has a visa application or renewal rejected by Immigration New Zealand due to a breach of student visa conditions they will not be entitled to any refund of fees.

#### **4.7 Exceptional Circumstances**

- 4.7.1 The College Principal can consider and, at their sole discretion, authorise ex gratia refunds where applications are presented that fall outside the terms set out in this policy.

#### **4.8 Right of Review**

- 4.8.1 A student may appeal a decision by UCIC if they consider UCIC has not followed its policy or if it has not taken into account any of the relevant written information provided by a student. Students are referred to UCIC's complaints procedures policies.
- 4.8.2 This policy does not prevent a student's right to access New Zealand's consumer protection laws or to pursue other legal remedies. However, students are encouraged to access UCIC's complaints procedures policies in the first instance.

### **Related Forms**

Withdrawal Form  
Application to Defer Studies form  
Refund Request Form

<b>Policy Title</b>	Refund Policy	
<b>Policy Owners</b>	College Director and Principal	
<b>Contact Persons</b>	College Director and Principal	
<b>Key Stakeholders</b>	Current and prospective UCIC students	
<b>Approval Authority</b>	UCIC Executive Committee	<b>Meeting date approved</b> 11/4/2019
<b>Relevant Legislation</b>	The Education (Pastoral Care of International Students) Code of Practice 2016 and the Education Act 1989	
<b>Related Policies</b>	Student Fee Protection Policy, Deferral and Withdrawal Policy, Student Complaints Policy	
<b>Related Guidelines</b>	N/A	
<b>File information</b>	<b>File number</b> N/A	<b>Version number</b> V4.1
<b>Date Effective</b>	11/4/2019	<b>Next Review Date</b> May 2021