

GLADSTONE PRIMARY SCHOOL

62. REFUNDS FOR INTERNATIONAL STUDENTS

1. Any student withdrawing from his/her course of study before their originally advised course completion date may be eligible for a partial refund of school tuition fees.
2. An application for refund of school tuition fees must be made in writing. The student/parents must write to the Board of Trustees explaining:
 - why he/she has withdrawn from the course; and
 - the reasons for seeking a refund
3. If the application is made before the start of the student's course, school tuition fees will be refunded in full, less an administration charge of \$500.00, to cover costs incurred by the school.
4. If the application is made after the start of the student's course, but before the second half of their course, school tuition fees will be refunded, less:
 - an administration charge of \$500.00
 - costs to the school already incurred for tuition on a term-by-term basis
 - components of the fee already committed for the duration of the course, including appropriate proportions of salaries of 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.
5. If the application is made after the second half of the student's course, no refund will be given except in exceptional circumstances.
6. No refund will be given to a student who is expelled from the school by the Board of Trustees.
7. No refund will be given to a student who has breached the terms of their Contract with the school.
8. Any student who becomes a permanent resident during their course will have their school tuition fees refunded from the end of the term in which they became a resident. The school Activity Fee will not be refunded in this case. Any student becoming a permanent resident will be required to re-enrol as a domestic student.

Guidelines For Fees Refund Conditions For International Students

There are four key considerations for school when developing a fee refund policy:

- The Education Act 1989 (Section 4B (7)).
- The Fair Trading Act 1986.
- The Consumer Guarantees Act 1993.
- The individual Contract with the student.

The provisions of the Consumer Guarantees Act and the Fair Trading Act override the terms of the refund conditions in the Contract the school has with the student, and the provisions of the Education Act.

The Education Act

The Education Act 1989 Section 4B (7) states:

- "(7) Where at any time a foreign student withdraws from a subject, course, or programme at a state school, the Board may refund to the person who paid (in respect of the student's enrolment in the subject, course, or programme) the amount of the fees referred to in subsection (1) of this section (or the sum of any instalments paid in respect of those fees) any amount it thinks appropriate, not exceeding the extent (if any) by which the amount paid exceeds the sum of the following amounts:
- "(a) The Board's best estimate of the cost to the Board (including the appropriate proportion of the Board's administrative and other general costs and the appropriate proportion of any initial or start-up costs of the subject, course, or programme) of providing tuition in the subject, course or programme for one student up to that time:
- "(b) An amount that is in the Board's opinion an appropriate reflection of the use made by one student receiving tuition in the subject, course, or programme of the Board's capital facilities:
- "(c) The appropriate proportion of the amount (if any) prescribed under Section 4D of this Act for a student receiving tuition at a state school in the subject, course of programme:
- "(d) All other fees (if any) prescribed by the Board".

This legislation provides that when a foreign student withdraws, the Board may refund to the student any amount it thinks appropriate, less:

- The cost to the Board of administrative and general expenses.
- The cost of the use of the capital facilities by the student for the time they were in the course.
- The cost of receiving tuition in the programme, including the wages of support staff.
- Any other costs, e.g. the Government levy.

The Consumer Guarantees Act

The Consumer Guarantees Act applies to educational services supplied to international students, and provides that the services must be:

- Carried out with reasonable care and skill.
- Fit for the purpose for which they are required.
- Completed within a reasonable time.
- Reasonably priced.
- Of such a nature and quality that they can reasonably be expected to achieve any particular result made known to the supplier.

The Fair Trading Act

The Fair Trading Act also applies to educational services provided to international students and states that educational providers must not:

- Mislead students, or engage in behaviour that is likely to mislead students, about educational, including over the nature, characteristics, suitability for a purpose, or quantity of educational services.
- Make any false or misleading representations to students about educational services. This includes (amongst other things) falsely representing that services are:
 - Of a particular kind, standard, quality or quantity
 - Supplied by a particular person or by any person of a particular trade, qualification or skill.
 - Sponsored, approved, endorsed, or affiliated.
 - Offered at a particular price.
 - Needed for a particular purpose.

The Individual Contract with the Student

Refunds should be given in accordance with the Contract the school has with the international student.

Dave Shadbolt _____
(Principal)

Fiona Barker _____
(Chairperson)