

## EXTRACT FROM THE PROTOCOL FOR PAYMENT AND REFUND OF FEES

## 5.3 General rules regarding fees for domestic students

## 5.3.1 Calculation of fees

- (i) All domestic students will have their fees calculated on an enrolment invoice, normally based upon the number of courses enrolled in.
- (ii) Other approved fees which are not based upon courses may be added to the enrolment invoice from time to time.
- (iii) Generally, enrolment invoices for domestic students should prescribe a payment due date which is prior to the commencement of the first class related to the courses detailed on the enrolment invoice.
- (iv) Notwithstanding (iii) above, all domestic students shall have a minimum of seven days from the date of generation of the enrolment invoice to pay the fees detailed therein.

## 5.3.2 Unpaid fees

- (i) All domestic students are required to pay the fees detailed on the enrolment invoice by the due date. Failure to do so will result in the University debtor management processes commencing which will include withdrawal of services.
- (ii) Continued non-payment of fees may result in any subsequent re-enrolment being disallowed.

## 5.3.3 Confirmation of attendance

All students intending to study beyond the specified refund period are required to confirm their attendance by either:

- paying their fees in full; or
- indicating their intention to continue study and pay their fees in full

## 5.4 General rules regarding fees for International students

## 5.4.1 New students

- (i) All International students being offered a full-time place at the University shall receive a contract document (“Offer of Place”) which details the programme of study and the amount payable upon acceptance of the offer.
- (ii) The contract amount payable will normally consist of the total of the tuition fee, compulsory student services fee, the application fee and medical/travel insurance fee (if insurance arranged through AUT).
- (iii) The University reserves the right to withdraw or otherwise amend any offer made to an International student who does not accept the offer by the date specified on the contract document.
- (iv) International students are required to have paid, in full, the amount detailed on the contract document prior to commencing study at the University.

- (v) The tuition fee component of the amount payable will be calculated at the time the offer is made and will generally be equivalent to the fee for one year's normal full time study (1.0 EFTS/ 120 points). Shorter programmes (e.g. 0.5 EFTS/ 60 points) may necessitate a different amount to be charged.
- (vi) The annual tuition fee for the academic year detailed on the contract document shall be the fee used for the calculation of subsequent enrolment invoices, which shall be calculated on the basis of the total EFTS of the courses enrolled in, multiplied by the tuition fee.
- (vii) Where the fee calculated on the initial enrolment invoice is greater than that paid on the contract document, the student is required to pay the additional amount prior to commencing study.
- (viii) Where the fee calculated on the initial enrolment invoice is less than that paid on the contract document, any resultant credit balance on the student's account will be held by the University and will be applied to any subsequent enrolment within the following two years. The resultant credit balance is not available as a refund, and will be forfeit to the University if:
  - (a) the student withdraws from the programme after the refund period during the first year of enrolment, without any subsequent re-enrolment; or
  - (b) the student completes the qualification, without any subsequent re-enrolment; or
  - (c) the balance is still outstanding after two years.
- (ix) New International students are required to have a valid student visa prior to commencing study at the University.
- (x) New International students are required to have valid medical/travel insurance seven days prior to commencing study at the University.

#### 5.4.2 Returning students

- (i) All returning International students will have their fees calculated on an enrolment invoice, based upon the number of courses enrolled in.
- (ii) Returning International students on a student visa are normally required to be studying full-time.
- (iii) Notwithstanding (ii) above any returning International student who is in their final year of study, and who can complete their qualification without the requirement for full-time study, will have their fees calculated based upon the number of courses required to complete.
- (iv) Any returning International student who has commenced their programme of study and who then elects to have a break in study of greater than one academic year, will have their enrolment invoice calculated on the basis of the current academic year's tuition fee.

- (v) Returning International students are required to have a valid student visa prior to recommencing study at the University.
- (vi) Returning International students are required to have valid medical/travel insurance seven days prior to recommencing study at the University.

#### 5.4.3 Unpaid fees

- (i) New International students are required to pay the fees detailed on the Offer of Place contract document by the specified date. Failure to do so will result in the contract being withdrawn by the University.
- (ii) All returning International students are required to pay the fees detailed on the tax invoice by the due date. Failure to do so will result in the University debtor management processes commencing which will include withdrawal of services.
- (iii) The University will advise Immigration New Zealand regarding any student who does not complete enrolment by paying their fees in full.
- (iv) Continued non-payment of fees may result in any subsequent re-enrolment being disallowed.

### 5.5 General rules regarding refunds for domestic students

#### 5.5.1 General

- (i) Any request by a student to amend their programme of study or withdraw from a programme or course must be made in writing.
- (ii) Non-payment of fees, ceasing to attend, or verbally advising a member of staff will not be accepted as notice of amendment or withdrawal.
- (iii) The date of receipt by the faculty/school/department of the course amendment or withdrawal request will be the date used to calculate any refund that may be applicable.
- (iv) The University reserves the right to request additional supporting information before any course amendment request is considered.
- (v) Where the student's account has a credit balance which is clearly attributable to an overpayment of fees, any such balance will be refunded in full.
- (vi) Where any enrolment and/or financial transaction resulting in a credit balance on the student's account, other than those defined in clauses 5.5.1(v), 5.5.2, 5.5.3 and 5.5.4, a refund will be given less a \$20 administration charge. In the case where a credit balance is insufficient to cover the total amount of the administration charge, the administration charge will be adjusted to equal the amount of the credit balance.
- (vii) Any refund of fees requires authorisation by the Director of Student Administration or authorised delegate.

- 5.5.2 Change of class(es)
- (i) Where the student elects or is required to change a class within a course, there will generally be no change in the fees, and therefore additional fees, refunds and administration charges do not normally apply.
  - (ii) Where the student elects or is required to change a class within a course resulting in additional fees:
    - (a) the student is required to pay any additional fees;
    - (b) no administration charges will be incurred.
  - (iii) Where the student elects to change a class within a course resulting in a credit balance on the student's account, a refund will be given less a \$10 per course administration charge. In the case where a credit balance is insufficient to cover the total amount of the administration charge(s), the administration charge will be adjusted to equal the amount of the credit balance.
  - (iv) Where the student is required by the University to change a class within a course resulting in a credit balance on the student's account, a refund will be given and no administration charges will be applicable.
- 5.5.3 Transfer of course(s)
- (i) Where the student elects or is required to transfer from one course to another course there may be a change in the fees.
  - (ii) Where the student elects or is required to transfer from one course to another resulting in additional fees:
    - (a) the student is required to pay any additional fees;
    - (b) no administration charges will be incurred.
  - (iii) Where the student elects to transfer from one course to another resulting in a credit balance on the student's account, a refund will be given less a \$10 per course administration charge. In the case where a credit balance is insufficient to cover the total amount of the administration charge(s), the administration charge will be adjusted to equal the amount of the credit balance.
  - (iv) Where the student is required by the University to change a class within a course resulting in a credit balance on the student's account, a refund will be given and no administration charges will be applicable.
- 5.5.4 Cancellation or withdrawal from course(s)/programme of study
- (i) For the purposes of calculating any refund that may be due, each course will be assessed individually and any refund calculated based upon the first class start date for that course.
  - (ii) Where the student elects to cancel or withdraw from individual courses or their whole programme of study, the following rules apply:

Date Of Course Amendment Request	Enrolment Status	Refund Due	EFTS Consumption	Academic Result
Completed less than 10% of course duration	Cancellation	100%	Nil	No result recorded
Completed between 10% and 75% of course duration	Withdrawal	Nil	100%	Withdrawn result recorded
After 75% of course duration completed	Withdrawal	Nil	100%	Did not complete result recorded

- (iii) Where the student elects to cancel or withdraw from individual courses or their whole programme of study, the following rules apply to NZQA external examinations or assessment/moderation fees (where applicable):

(iv)

Date of Amendment Request	Refund Due
Before course commences	100%
After course commences	90%

- (v) Where the student elects to cancel or withdraw from individual courses or their whole programme of study where the NZQA registration fee has been charged, the full amount paid to the University will be refunded, provided the fee has not already been forwarded to NZQA.
- (vi) Where the student elects to cancel or withdraw from individual courses or their whole programme of study where NZQA unit standard fees have been charged, the full amount paid to the University will be refunded, provided the fees have not already been forwarded to NZQA.

#### 5.5.5 Extraordinary withdrawal from course(s)/programme of study

- (i) Under some circumstances the provisions of 5.5.4 above may be overridden.
- (ii) Such circumstances may include, but are not limited to: serious illness, death, family crisis.
- (iii) Application for extraordinary withdrawal shall be made by the faculty and will require the specific approval of the Head of Student Relations.
- (iv) The amount of any credit/refund will be assessed and approved by the Head of Student Relations or nominee.
- (v) Any fee credit/refund granted will normally incur a \$50 administration charge.
- (vi) Any refund of fees will be authorised by the Director of Student Administration.
- (vii) Any refund will normally be limited to 50% of the fees except in the case of death, terminal illness or similar circumstances when 100% may be refunded.

- (viii) Any fee credit granted must be taken up at the next enrolment opportunity and is not refundable if the student subsequently withdraws.

#### 5.5.6 Transfer to another institution

- (i) Where a student is transferring to another tertiary institution, the University may, at its sole discretion, elect to refund fees to the student.
- (ii) The student shall apply in writing, stating the reasons for the transfer and provide proof of admission to the other institution.
- (iii) Any refund granted will be strictly on a “pro rata” basis, calculated on the date of application and the original duration of the courses paid for.
- (iv) Any refund granted will normally incur a \$50 administration charge.

#### 5.5.7 Method of refund

- (i) Where a student is due a refund, payment of the refund amount shall normally be made to the student’s nominated bank account, irrespective of who originally paid the fees.
- (ii) Notwithstanding (i) above, where the original fees were paid by StudyLink, any refund due to the student shall be paid to StudyLink, not the student.
- (iii) Notwithstanding (i) above where the original fees were paid by an organisation or business set up as a duly approved “corporate debtor” with the University, any refund due to the student shall be paid to that organisation or business, not the student.

### 5.6 General rules regarding refunds for International students

#### 5.6.1 General

- (i) Any request by an International student to amend their programme of study or withdraw from a programme or course must be made in writing.
- (ii) The date of receipt by the Admissions and Fees Office of the course amendment request will be the date used to calculate any refund that may be applicable.
- (iii) The University reserves the right to request additional supporting information before any course amendment request is considered.
- (iv) Where any enrolment and/or financial transaction resulting in a credit balance on the student’s account, other than those defined in clauses 5.4.1(ix), 5.6.2, 5.6.3 and 5.6.4, a refund will be given less a \$50 administration charge. In the case where a credit balance is insufficient to cover the total amount of the administration charge, the administration charge will be adjusted to equal the amount of the credit balance.
- (v) Any application fee paid is non-refundable in all circumstances.
- (vi) Any refund of fees will be authorised by the Director of Student Administration.

### 5.6.2 Change of class(es)

- (i) Where an International student elects or is required to change a class within a course, there will generally be no change in the fees, and therefore additional fees, refunds and administration charges do not normally apply.
- (ii) Where an International student elects or is required to change a class within a course resulting in additional fees:
  - (a) the International student is required to pay any additional fees;
  - (b) no administration charges will be incurred.
- (iii) Where an International student elects to change a class within a course resulting in a credit balance on the International student's account, a refund will be given less a \$10 per course administration charge. In the case where a credit balance is insufficient to cover the total amount of the administration charge(s), the administration charge will be adjusted to equal the amount of the credit balance.
- (iv) Where the student is required by the University to change a class within a course resulting in a credit balance on the student's account, a refund will be given and no administration charges will be applicable.
- (v) Notwithstanding (ii) to (iv) above, where the International student is in their first year of study, the provisions of section 5.4.1 are applicable.

### 5.6.3 Transfer of course(s)

- (i) Where an International student elects or is required to transfer from one course to another course there may be a change in the fees.
- (ii) Where an International student elects or is required to transfer from one course to another resulting in additional fees:
  - (a) the International student is required to pay any additional fees;
  - (b) no administration charges will be incurred.
- (iii) Where an International student elects to transfer from one course to another resulting in a credit balance on the International student's account, a refund will be given less a \$10 administration charge. In the case where a credit balance is insufficient to cover the total amount of the administration charge(s), the administration charge will be adjusted to equal the amount of the credit balance.
- (iv) Where the student is required by the University to change a class within a course resulting in a credit balance on the student's account, a refund will be given and no administration charges will be applicable.
- (v) Notwithstanding (ii) to (iv) above, where the International student is in their first year of study, the provisions of section 5.4.1 are applicable.

- 5.6.4 Withdrawal from programme of study/transfer to another institution
- (i) For the purposes of calculating any refund that may be due, the first class start date for the programme will be used.
  - (ii) Where withdrawal from a programme of study is sought, an International student must prove to the University that they have satisfied the requirements of Immigration New Zealand with respect to their visa.
  - (iii) Where transfer to another institution is sought, an International student must prove to the University that they have satisfied the requirements of Immigration New Zealand with respect to their visa, and have a valid offer of place from the institution being transferred to.
  - (iv) Where an International student elects to withdraw from their programme of study, the following rules apply:

Date of Refund Request	Enrolment Status	Refund Due	Administration Charges	Academic Result
More than 7 days before the start of the programme	Cancellation	100% (less administration charges)	NZ\$300	No result recorded
From 7 days prior to the start of the programme and less than 10% of the programme duration completed	Cancellation	90% (less administration charges)	NZ\$300	No result recorded
From 10% of the programme duration completed and up to 75% of programme duration completed	Withdrawal	Nil	Nil	Withdrawn result recorded
After 75% of programme duration completed	Withdrawal	Nil	Nil	Did not complete result recorded

- 5.6.5 Withdrawal from individual courses
- (i) For the purposes of calculating any refund that may be due, each course will be assessed individually and any refund calculated based upon the first class start date for that course.
  - (ii) Where withdrawal from an individual course is sought, an International student must prove to the University that they will still satisfy the provisions of their student visa.
  - (iii) Where an International student elects to withdraw from individual courses, the following rules apply:



Date of Refund Request	Enrolment Status	Refund Due	Administration Charges	Academic Result
More than 7 days before the start of the course	Cancellation	100% (less administration charges)	The greater of: \$50; or \$10 per course	No result recorded
From 7 days prior to the start of the course and less than 10% of the course duration completed	Cancellation	90% (less administration charges)	The greater of: \$50; or \$10 per course	No result recorded
From 10% of the course duration completed and up to 75% of course duration completed	Withdrawal	Nil	Nil	Withdrawn result recorded
After 75% of course duration completed	Withdrawal	Nil	Nil	Did not complete result recorded

#### 5.6.6 Place not offered/offer withdrawn

- (i) Except in the circumstances of fraudulent information, any fees paid (excluding any application fee) are fully refundable if the University:
  - (a) does not offer a place to a student, or
  - (b) withdraws an Offer of Place, or
  - (c) is unable to provide the programme offered.
- (ii) If an offer is withdrawn or the University does not offer a place due to fraudulent information supplied by the student, the University reserves the right to retain the fees paid.

#### 5.6.7 Failure to obtain or maintain a student visa/permit

- (i) A full refund of fees will be issued in the event of a student failing to obtain a student permit/visa, provided:
  - (a) the refund application is received by the University within 7 days of the student receiving notification from Immigration New Zealand (INZ) that their visa has been declined; and
  - (b) the student has not commenced study for the relevant period, and
  - (c) a copy of the letter from INZ declining the student's visa is received by the University.
- (ii) A full refund of fees will be issued in the event of a student's application for an extension to their visa/permit being refused by Immigration New Zealand (INZ), provided:
  - (a) the International Student Refund Application is received by the University within 7 days of the student receiving notification that their visa/permit extension has been refused; and
  - (b) the student has not commenced study for the relevant period, and
  - (c) a copy of the letter from INZ declining the student's visa is received by the University.

- (iii) In the case where a student has commenced study, and they have not maintained or obtained a student permit/visa, they shall not be entitled to a refund of any fees.

5.6.8 Student is granted New Zealand resident status

- (i) An international student who obtains permanent residency while studying on a student visa will be entitled to domestic student fees subject to the conditions below.

Where the student has not commenced study* in the next teaching period (ie term or semester or year, etc) of study in their programme as at the date that permanent residency is granted:	Entitled to domestic fee for the programme of study
Where the student has commenced study in a course, but the refund period for that course has not passed as at the date that permanent residency is granted:	Entitled to domestic fee for that course
Where the student has commenced study in a course, but the refund period for that course has passed as at the date that permanent residency is granted:	International fee is payable for that course

\* "commenced study" means the commencement date of the first class in the courses which form part of the student's programme

- (ii) Any International student seeking to obtain domestic students fees must provide evidence of their permanent residency status to the University
- (iii) The amount of any refund for a course shall be the difference between the domestic fee and the international for that course.
- (iv) A charge of \$300 will be applied for processing the refund.

5.6.9 Overpayment of fees

- (i) An International student is entitled to a full refund of any fees that have been paid in excess of the total fees requested by the University on the offer of place.
- (ii) This refund will be granted provided the student holds a current student permit and current Medical and Travel Insurance for the period of study.
- (iii) The provisions of this section do not apply where the amount paid as detailed on the offer of place is greater than the amount detailed on the initial enrolment invoice. In such a case the provisions of section 5.4.1 apply.

5.6.10 Extraordinary circumstances

- (i) Pro-rata refunds for International students may be granted by the Director of Student Administration (under certain circumstances).
- (ii) Such circumstances may include, but are not limited to: serious illness, death, family crisis.
- (iii) Application for extraordinary withdrawal shall be made by the faculty and will require the specific approval of the Head of Student Relations.
- (iv) An International Student Refund Application Form along with supporting information must be provided.

- (v) Any such refunds shall be at the sole discretion of the University.
- (vi) Any refund granted will normally incur a \$50 administration charge.
- (vii) The amount of any refund will be assessed by the Admission and Fees Manager or nominee and approved by the Head of Student Relations.
- (viii) Any refund of fees will be authorised by the Director of Student Administration.

#### 5.6.11 Method of refund

- (i) Where an International student is due a refund due to a change of class, payment of the refund amount shall normally be made to the student's nominated bank account.
- (ii) Where an International student is due a refund due to a transfer of courses, payment of the refund amount shall normally be made to the student's nominated bank account.
- (iii) Where an International student is due a refund due to a withdrawal from a programme, payment of the refund amount shall normally be made to the student's nominated bank account in the student's home country.
- (iv) Where an International student is due a refund due to a transfer to another institution, payment of the refund amount shall normally be made to the student's institution.
- (v) Where an International student is due a refund due to a withdrawal from an individual course, payment of the refund amount shall normally be made to the student's nominated bank account.
- (vi) Where an International student is due a refund due to a place being not offered or the offer being withdrawn, payment of the refund amount shall normally be made to the student's nominated bank account in the student's home country.
- (vii) Where an International student is due a refund due to failure to obtain or maintain a student visa/permit, payment of the refund amount shall normally be made to the student's nominated bank account in the student's home country.
- (viii) Where an International student is due a refund due to being granted New Zealand permanent residency status, payment of the refund amount shall normally be made to the student's nominated bank account.
- (ix) Where an International student is due a refund due to an overpayment of fees, payment of the refund amount shall normally be made to the student's nominated bank account.
- (x) Where an International student is due a refund due to extraordinary circumstances, payment of the refund amount shall normally be made to the student's nominated bank account in the student's home country.