

International Taura – Payment, Protection and Refund of Fees

Uepū	Aramātauranga
Owner	Tumuaramātauranga
Approved by	Te Ohu
Date first approved	December 2008
Date approved	22 nd September 2016
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1.0 Te Pūtake

Te Wānanga o Aotearoa is responsible for ensuring that the fees paid by international taura for educational instruction in Aotearoa New Zealand are secure and protected and that the refund of any fees is reasonable and in accordance with legal requirements.

Te Wānanga o Aotearoa will uphold its values, adhere to the Code of Practice and be guided by the Code Guidelines when enrolling international taura and processing fees.

This Tikanga Whakahaere specifically relates to clauses 29-30 of *Outcome 8: managing withdrawal and closure* of the Code of Practice.

2.0 Tikanga Whakahaere

TWoA Values	Principles
Te Aroha Having regard for one another and those for whom we are responsible and to whom we are accountable	2.1. Te Wānanga o Aotearoa will ensure that financial controls and procedures are in place to protect the fees of international taura. 2.2. Te Wānanga o Aotearoa will ensure that international taura are provided with clear and consistent guidelines on the payment and conditions for the refund of fees. 2.3. International taura enrolled must comply with the Terms and Conditions of Enrolment.
Te Whakapono The basis of our beliefs and the confidence that what we are doing is right	2.4. An international taura enrolment will not be confirmed until an enrolment form has been properly completed and all applicable fees paid, regardless of the length of the programme. 2.5. Te Wānanga o Aotearoa may invoice the international taura for any underpayments of fees resulting from currency exchange fluctuations and/or banking transactions. 2.6. Te Wānanga o Aotearoa will ensure that any fees paid by international taura will be available for a refund. 2.7. Te Wānanga o Aotearoa will provide a refund of the balance of any fees (i.e. for the period of programme

TWoA Values	Principles
	<p>that has not been completed by the international taura) where a programme has been cancelled due to:</p> <ul style="list-style-type: none"> a. Te Wānanga o Aotearoa ceasing to provide the programme, as contracted with the international taura, whether voluntarily or as required by an education quality assurance agency; or b. Te Wānanga o Aotearoa ceasing to be a signatory to the Code of Practice: or c. Te Wānanga o Aotearoa ceasing to be a provider. <p>2.8. Refunds under 2.7 are to be made to the international taura, (or their parent or legal guardian); or as otherwise provided for under the Code of Practice.</p>
<p>Ngā Ture The knowledge that our actions are morally and ethically right and that we are acting in an honourable manner</p>	<p>2.9. International taura who withdraw from a programme at least two weeks before the start of the programme (or who are unable to obtain the appropriate international taura visa) will be eligible for a full refund of fees, less administration costs and any Insurance Premiums paid.</p> <p>2.10. If an international taura is enrolled in a programme and has a subsequent visa renewal declined, a refund of fees will be at the discretion of Te Wānanga o Aotearoa and less any programme delivery costs.</p> <p>2.11. International taura who withdraw after the start of the programme will only be eligible for a pro-rata refund, and only where the withdrawal is due to exceptional circumstances, as determined by Te Wānanga o Aotearoa at its sole discretion.</p> <p>2.12. An application for a refund under 2.11 must be made and must be accompanied by appropriate documentation (e.g. medical or death certificate) and will only be considered until all grounds for a claim under any insurance policy, held by the international taura, have been exhausted.</p> <p>2.13. Pro-rata refunds will only be paid to the party who paid the international taura fees, unless the party provides written permission to Te Wānanga o Aotearoa for the refund to be paid directly to the international taura, or as otherwise directed by the code administrator or other competent authority.</p>
<p>Kotahitanga Unity amongst iwi and other ethnicities, standing as one</p>	<p>2.14. All refunds are subject to approval by Te Wānanga o Aotearoa kaimahi, as designated by the Tumuarāmātauranga. Designated kaimahi must have delegation of financial authority at a level sufficient to approve a refund.</p>

TWOA Values	Principles
	2.15. A refund, if approved, shall apply from the withdrawal date.

3.0 Whanuitanga

This tikanga whakahaere applies to all Governance and Kaimahi of Te Wānanga o Aotearoa.

4.0 Whakamāramatanga

These are the definition of terms that are used throughout the document.

Term	Description
Code of Practice	Education (Pastoral Care of International Students) Code of Practice 2016
Code Guidelines	Guidelines for the Education (Pastoral Care of International Students) Code of Practice 2016 - Tertiary
Exceptional Circumstances	For the purposes of this Tikanga Whakahaere, includes: <ul style="list-style-type: none"> a. serious illness of the international taura; b. returning to home country due to death or serious illness of a close relative; or c. a situation beyond the control of the taura affecting their ability to continue to study. <p>Exceptional circumstances specifically excludes voluntary withdrawals or transfers, failure to meet immigration conditions or breaches of Kia Tika—Expectations of behaviour (under Tikanga Ako) resulting in the termination of the enrolment.</p>
Fees	For the purposes of this Tikanga Whakahaere, includes any tuition, homestay or insurance premiums or fees.
Insurance Premiums	Premiums for insurance arranged by Te Wānanga o Aotearoa paid or payable.
International Taura	An international student as defined by section 238D of the Education Act 1989, being person who is not then a domestic student and in relation to a provider, means an international student enrolled by the provider.
Programme	For the purposes of this Tikanga Whakahaere, an educational or general programme (e.g. English language or module), whether full-time, part-time or short course.
Programme Delivery Costs	For the purposes of this Tikanga Whakahaere, includes enrolment and administration costs (30% of the tuition fees); programme attendance fees (to the time of withdrawal); tuition and resources costs; commissions paid or payable to agents; government levies; any Insurance Premiums paid, homestay placement; and airport shuttle fees.
Provider	For the purposes of this Tikanga Whakahaere, an institution within the meaning of section 159 of the Education Act 1989

5.0 Ngā Hononga

The following tikanga whakahaere applies to this tikanga whakahaere:

- International Taura – Contracted Agents
- International Taura – Safety and Well-being
- International Taura – Grievance and Dispute Resolution
- International Taura – Insurance
- International Taura – Recruitment and Engagement

The following documents apply to this tikanga whakahaere:

- Education Act 1989
- Education (Pastoral Care of International Students) Code of Practice 2016
- Guidelines for the Education (Pastoral Care of International Students) Code of Practice 2016 - Tertiary