

# Cancellation and Refund Policy



The Centre Director is responsible for ensuring the Embassy English policy is followed. The Bursar is responsible for ensuring refund procedures comply with college policy. This is in accordance with the following:

- The Education Act 1989
- NZQA's Student Fee Protection Rules 2013
- The Consumer Guarantees Act 1993
- the Human Rights Act 1993

The Ministry of Education, as part of its review of the Code of Practice for the Pastoral Care of International Students, may change the amount education providers are permitted to retain in case of cancellation of a course. Embassy English reserves the right to amend this condition, in line with revisions to the Code of Practice.

## **Student Fee Protection Arrangements**

Embassy English Auckland operates a static trust for students during the statutory withdrawal and refund period (although technically under section 234E of the Education Act 1989 a standard trust should be used), and operates a bank bond for student fee protection after the refund period (bank bonds are acceptable protection mechanisms in this period under the Student Fee Protection Rules 2013).

Contact Information:

Public Trust

Private Bag 17906

Level 3, 205 Great South Road

Auckland

## **Embassy English Cancellation and Refund Policy (New Zealand)**

(Please see Terms and Conditions for International Cancellation and Refund Policy; what follows is specific to New Zealand only).

### **Refund Policy**

Embassy English defines a full course of study as the initial enrolment period. Extensions are considered new enrolment periods. All refunds will be sent to the account of the Embassy English representative/ agent from whom the fees were

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originally paid or, if there is no representative/agent on the account, to the individual from whom Embassy English has received the original direct payment. The refund will be paid directly to the student or another signatory as agreed by the student.

## **Cancellation Policy**

Embassy English defines "cancellation" as a change occurring before the start date of the first course. All cancellations must be made in writing to our International Admissions Centre and the following refund policies apply: Enrolment Fee, Courier Fee, Accommodation Placement Fee, or Administration Fee are non-refundable.

### **Tuition Refunds before Arrival**

Students will be refunded tuition fees in full, less the Enrolment Fee.

### **Accommodation Refunds before Arrival**

- a) Students cancelling their accommodation less than 14 days before arrival will be charged an amount equal to 1 week of accommodation
- b) For cancellations less than 48 hours before arrival, an amount equivalent to 4 weeks of accommodation will be charged, or the full accommodation fee if the booking is less than 4 weeks in duration.

## **Withdrawal Policy**

Embassy English defines withdrawal as termination of a course after the first course has started. Any withdrawal must be made in writing to the Centre Director of the Embassy English school where the student is studying. Enrolment Fee, Courier Fee, Accommodation Placement Fee, Administration Fees, and StudyCare premium will not be refunded for any student terminating their course after arrival.

### **Tuition Refunds after Arrival**

Written notification of withdrawal must be provided as a condition for making refunds. If a student breaches the visa conditions, no refund of the tuition fees will be made.

- a) If a student has completed less than 60 percent of the initial enrolment period or any subsequent enrolment period, i.e. extension, Embassy English will retain a pro-rated amount of tuition at the non-discounted (General English) rate.

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- b) If a student has completed more than 60 percent of the total enrolment period, Embassy will not refund any unused tuition.
- c) No Shows: Full tuition fees will be refunded. When determining the number of weeks completed by the student, Embassy will consider a partial week the same as if a whole week were completed. All refunds due will be made 45 days following the date of cancellation and paid to the account from which original payment was made.
- d) For courses of 1 to 34 days duration, if the student withdraws within the first 2 days of the course, they will receive 50% of the total fees paid. If they withdraw after the first 2 days, no refund is made.
- e) For courses of 35 days to 3 months duration, if the student withdraws within the first 5 days of the course, they will receive 75% of the total fees paid. If they withdraw after the first 5 days, no refund is made.
- f) For courses greater than 3 months, if written notice of termination is received by the end of the eighth day of the course, a termination fee of the lesser of NZD500 or 10% of tuition will apply. Students terminating after this period will not receive a refund.

## **Accommodation Refunds after Arrival**

Students leaving their accommodation must give at least 28 nights of notice in writing. After deducting the price of accommodation used, including the required notice period charged at the standard accommodation rate, accommodation fees in excess of the accommodation period will then be refunded, less the administration fee. Local policies may apply depending on provider and are available upon request.