

WITHDRAWAL AND REFUND POLICY

Student Fee Protection

Fees paid by international students are secure and protected in the event of:

- a. Failure of the student to obtain a study visa; or
- b. Voluntary withdrawal by the student; or
- c. Lytton Street School ceasing to provide the agreed educational programme; or
- d. Lytton Street School ceasing to be a signatory to the Code of Practice; or
- e. Lytton Street School ceasing to be an education provider.

Students' tuition fees are safeguarded by Lytton Street School's own student fee protection processes to ensure that in the event of issues a. – e. arising that students will be refunded for any undelivered portion of their programme of study.

Lytton Street School's Liability

Lytton Street School shall not be liable if the services it states it offers cannot be provided for reasons beyond their control.

Public Liability

Lytton Street School holds public liability and contents insurance.

Code of Practice

Lytton Street School is a Signatory to the Education (Pastoral Care of Tertiary and International Students) Code of Practice 2021, (the Code).

Non-Refundable Fees

Non-refundable school fees are fees that are paid to the school and cannot be refunded. They relate to fees that the school has incurred or has committed to in relation to the student's enrolment. Non-refundable fees include:

Administration Fee

The Administration Fee covers the cost of processing the student's enrolment and is non-refundable irrespective of whether the application is accepted or not.

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Insurance Premium

If the student purchases health and travel insurance through Lytton Street School then the insurance premium is non-refundable. Students will need to apply directly to the insurance provider to request a refund.

Homestay Placement Fee

The Homestay Placement Fee covers the cost of homestay placement and administration and is non-refundable.

Homestay Board Fees

Fees paid for homestay board already spent in a homestay and the mandatory notice period are not refundable.

Tuition Fees

A portion of tuition fees is non-refundable if withdrawal occurs after the stated withdrawal period as set out in the table 'Voluntary withdrawal by the student' of this Refund Policy.

Outstanding activity fees

Any activity fees incurred by the student during their period of enrolment and owed to the school at the time of withdrawal will be deducted from the student's refund.

Request for a full or partial refund of international student fees

Prior to course commencement date

If a student voluntarily withdraws from their course, prior to the course commencement date, they must apply in writing to the Principal to withdraw their Lytton Street School enrolment application. The student will be entitled to a refund as set out in table 'Voluntary withdrawal by the student' of this Refund Policy.

After course commencement date

If a student voluntarily withdraws from their programme of study, the student's parent or legal guardian must apply in writing to the Principal within one month of the student's last day at school (or within one month of the student gaining permanent residency) outlining the circumstances leading the request. All requests for a refund will be considered and settled under the terms and conditions of this Refund Policy unless by special exception by Lytton Street School's Board of Trustees.

Requests for a refund should be accompanied by the following information:

- a. Name of the student;
- b. Student's last day at school;
- c. Circumstances leading to the request;
- d. Supporting documentation;
- e. The amount and breakdown of the fees being requested;
- f. Name of the parent/legal guardian requesting the fees;
- g. Name of the parent/legal guardian who paid the fees if different from the person requesting a refund of fees;
- h. Bank account name, number, address, SWIFT or IBAN number

Requests for a refund

- a. Failure of the student to obtain a study visa

Students whose visa application is declined will be entitled to a full refund less the non-refundable Administration Fee paid. Written proof of Immigration New Zealand's visa rejection must be submitted with the request for a refund.

b. Voluntary withdrawal by the student

Voluntary withdrawal from enrolment		
Enrolment period	Withdrawal period	Refund
Less than one school term	*21 days or more prior to the start date of enrolment.	A refund will be provided less any non-refundable fees as outlined in this policy.
Less than one school term	*21 days or less before the start date of the enrolment.	A refund will be provided at the discretion of the school and any other relevant non-refundable fees as outlined in this policy.
Greater than one school term	*21 days or more prior to the start date of enrolment.	Full refund less any non-refundable fees outlined in this Refund Policy.
Greater than one school term	*21 days or less before the start date of the enrolment.	Full refund less 10 weeks tuition fees and any non-refundable fees outlined in this Refund Policy.
Greater than one school term	**After enrolment has commenced a minimum of 10 tuition weeks' notice is required.	Refund of any undelivered portion of tuition fees less 10 weeks' tuition fees and any refundable fees outlined in this Refund Policy are at the discretion of the Board of Trustees.

*21 days from the day after the school receives written notice of student withdrawing from their programme of study.

** The period of notice commences one day after receipt of notice to withdraw from the programme of study. The student is entitled to continue studying at Lytton Street School during this period of notice.

c., d., e. Lytton Street School ceases to provide the agreed educational programme, ceases to be a signatory to the Code of Practice or ceases to be an education provider. If Lytton Street School ceases to deliver or is not capable of delivering the educational programme as contracted with the international student or ceases to be a signatory to the Code or ceases to be an education provider, then the enrolled student will be entitled to receive a refund of any undelivered portion of their programme of study less any non-refundable fees outlined in this Refund Policy.

The eligible refund can be transferred to another course provider with the permission of Immigration New Zealand and the student's parents or legal guardian.

Refunds may also be considered in the following circumstances

- Student's status changes to being a domestic student during enrolment period

If a student's status changes from being an international student to domestic student during the period of enrolment then a minimum of 10 week's prior notice is required. Day 1 of the notice period will commence the day after the school receives written notice of the student's change of visa allowing them to be enrolled as a domestic student.

- Student voluntarily requests a transfer to another education provider during the enrolment period

If a student wishes to transfer to another educational provider during the period of enrolment then a minimum of 10 week's prior notice is required. Day 1 of the notice period will commence the day after the school receives written notice of the student's request to transfer to another educational provider.

- Student returns to home country due to serious illness

If a student needs to return home because of serious illness of themselves or because of death or serious illness of a close family member then a refund will be considered at the discretion of the Board of Trustees. The request must be received in writing and supported by medical evidence.

Immigration New Zealand

Immigration New Zealand will be notified when a student withdraws their enrolment at Lytton Street School.

No Refunds

Lytton Street School will make no refund:

- a. When a student's enrolment is terminated by the school for a breach of the enrolment contract or breaking New Zealand law.
- b. When a student has been stood down, suspended or excluded.
- c. When an enrolment application is inaccurate and contains false information.
- d. When the student's request for a refund is declined by the Board of Trustees

Refund Decision

The Board of Trustees reserve the right to make refunds based on the information provided to them in the request for a refund.

- If the student's parent/s or legal guardian are dissatisfied with the refund decision or process followed during the refund decision process, then they should follow Lytton Street School's complaint's process. If they are not satisfied by the outcome of Lytton Street School's complaints process then they may raise their concerns externally. The New Zealand Qualifications Authority's website provides useful information about other options available to review the decision.
- The student's parent/s or legal guardian may also be able to take their complaint to Study Complaints – a dispute resolution provider specialising in supporting international students in resolving disputes with their education provider. This is a free service for students.

Method of Refund

Unless otherwise agreed in writing all refunds will be paid to the same bank account and parent or legal guardian who paid the fees from outside of New Zealand or will be refunded to a nominated bank account in the source country.

Where tuition fees have been paid by credit card then, where possible, refund of fees will be made to the same credit card.

Where tuition fees have been paid by bank transfer or internet banking then, where possible, refund of fees will be made to the same bank account.