



Fees & Refunds Procedures

1. Purpose

- 1.1. The purpose of this document is to outline Unitec's Fees and Refunds Procedures to ensure our students are treated fairly and consistently in regards to all Fees matters.
- 1.2. The Fees and Refunds Procedure is consistent with relevant New Zealand legislation and should be read alongside the Admission, Enrolment and Fees Policy (**AEF Policy**). In the event of any inconsistency between these procedures and New Zealand legislation, the relevant legislative provisions will prevail. In the event of any inconsistency between these procedures and the AEF Policy, the AEF Policy shall prevail.

2. Scope

The Fees and Refunds Procedures are relevant to all:

- 2.1. Students and staff of Unitec; and
- 2.2. Programmes, Courses and qualifications; and
- 2.3. Fees matters.

Note: For the purpose of these procedures, the terms Programme, Courses and Qualifications as stated in 2.2 are deemed to include all Unitec educational offerings (including Programmes, training schemes, unit standards, training and Short Courses) unless expressly excluded.

Note: For the purpose of these procedures, all expressions in capitals in this document have the meaning set out in Paragraph 10.

3. Procedures

When payment is due - Domestic students

- 3.1. For Domestic Students:
 - a) Fees must be paid in full at least seven days prior to the Programme start date (**due date of payment**); or
 - b) On or before the due date of payment, the Student must provide evidence to Unitec that a Student loan application is in progress; or
 - c) On or before the due date of payment, the Student must provide Unitec a signed approval document from an employer or other approved Third Party confirming that the Student's Fees are to be paid for by the employer or Third Party, under the terms of a contract between Unitec and the relevant employer or Third Party.
- 3.2. Where a Domestic Student has not confirmed Enrolment in the manner set out in paragraph 3.1 above by the due date of payment, the Head of School may, at their discretion, cancel the Student's Enrolment in order to make places available to other Students waiting to take up places.

When payment is due - International students

3.3 For International Students, Fees must be paid in full at least fourteen days prior to the start date stated on the Student's offer of place.

4. Liability for unpaid fees

4.1 Students who do not pay their Fees on time are liable for:

- a) All unpaid Fees; and
- b) Any external costs of collection incurred by Unitec from appointed agencies.

4.2 A person will not be considered to have completed the enrolment requirements for a Course, Class or Programme until payment of all approved Fees has been made and receipted.

4.3 Companies, or any other third parties, who have undertaken to pay a Student's Fees are liable for any outstanding Fees, including where the Student withdraws or transfers their enrolment. The obligation for the company or third party to pay survives even if the Student no longer works for that Company. It is a matter of contract between the third party and the Student as to how the third party recovers the cost of the relevant Fees.

4.4 Students who withdraw from a Course or Programme, or who cease attending a Course before their Fees are paid, will remain liable for the payment of all outstanding Fees.

5. Consequences of unpaid fees

5.1. Subject to paragraph 3.2, failure to meet the applicable deadlines in paragraph 3 will result in a Student being denied access to all Unitec services.

5.2. Where access has been cancelled under paragraph 5.1, Students must apply for reinstatement of the services by contacting Student Central. Any application for reinstatement must be accompanied by evidence which satisfies one of the requirements set out in paragraph 3 above.

5.3. In certain cases, Students may be given access to Unitec services and facilities at the Class Start Date notwithstanding that Fees remain unpaid. This is where the issue of Fees is subject to finalisation. Access to Unitec services and facilities in such circumstances is at the discretion of Unitec. Notwithstanding this, any access to Unitec services and facilities under this provision will be withdrawn if any or all of the Fees remain unpaid 14 days after the Class Start Date.

5.4. The Director, Enrolments and Academic Operations (or such other person with delegated authority) may approve a written application from a Student for further time to pay on compassionate grounds and for access to Unitec services and facilities during the approved defined extended time. This authority will be recorded in a confidential manner on an appropriate system.

5.5. No Student shall;

- a) Obtain any assessment results; or
- b) Be permitted to graduate; or
- c) Receive a qualification or an attendance certificate; or
- d) Be enrolled in any further Courses, until all outstanding debts to Unitec are paid.

Note: The Operations Manager (Academic Registry, Graduation and Student Finance) may authorise students to graduate where they have outstanding debt owing to Unitec that is not associated with the Course and/or Programme in which they are graduating from.

- 5.6. Notwithstanding 5.5 Unitec will report assessment results to relevant agencies.
- 5.7. Unitec will enforce its right to recover unpaid Fees (e.g. via a debt collection agency).

6. Refunds – General Provisions

- 6.1. By accepting a place in a Course/Programme, Students enter into a contract of enrolment with Unitec.
- 6.2. There is no automatic right to a refund of Fees if a Student changes their mind about studying at Unitec and the Student wishes to terminate the contract of enrolment.
- 6.3. The process for determining a Domestic Student's entitlement to a refund (if any) is set out below in the Summary Table of Domestic Student Refunds. The process for determining an International Student's entitlement to a refund (if any) is set out in Paragraph 7 below.
- 6.4. A Student may change from one Course to another Course within the same semester. A direct transfer of Fees will take place if the Student applies to transfer prior to The 10% Date for the original Course. Where the change is to a Course with a higher fee, the Student is liable for the difference. If the change is to a Course of a lower Fee, then the difference will be refunded.
- 6.5. All Students with credit balances on their account will be reviewed on a six-monthly basis and monies will be refunded appropriately.
- 6.6. Where Unitec is unable to proceed with a Programme or Course that a Student is Enrolled in, a 100% refund will be initiated by Unitec.
- 6.7. Where students owe other fees to Unitec, those fees will be deducted from any refund of tuition fees.
- 6.8. The fee payable by an applicant for credit recognition/Cross credits or Assessment of Prior Learning is not refundable in any circumstances.
- 6.9. Where a Student's Application for Assessment of Prior learning or Cross Credit/Credit Recognition in respect of a Course has been accepted after the Class Start Date for that Course in which the Student has attended, Unitec will withdraw the Student from that Course and refund the tuition fees for that Course in full (Unitec reserves the right to off-set any amount owing by the student in relation to the Assessment of Prior Learning or Cross Credit/Credit Recognition against any amount owing by Unitec to the Student). The relevant grade (Assessment of Prior learning or Cross Credit/Credit Recognition) will be recorded on the Student's Academic Record for that Course.
- 6.10. Students who accept a place in a Course/Programme remain liable for Fees unless they withdraw as per the Summary Tables below. For exceptional circumstances refer to paragraph 8.
- 6.11. Students who have been granted an Extended Start Date are asked to note that the refund policy applies from the Start Date of Semester and not the extended start date.
- 6.12. If a Student's contract of enrolment is suspended or terminated due to the Student acting contrary to the Student Disciplinary Statute, they will not be entitled to a refund.
- 6.13. The date on which any request for a refund will be processed is the date the Change Enrolment Request Form is submitted, or Advice in Writing is received by Student Central (Domestic Students) or International Student Support Services (International Students). Please refer to the definition of Advice in Writing which sets out when communications are deemed to have been received by Student Central.

Summary Table of Domestic Student Refunds

Note: all references to The 10% Date needs to be read in conjunction with the Definitions in this procedure.

Consideration for Refund	Documentation to be submitted by the student	Time frame	Refund amount	Academic Record
Wish to withdraw from Course/Programme	<ul style="list-style-type: none"> ▪ Change Enrolment Request Form through the Student Portal; or ▪ Advice in Writing to Student Central 	Before the Class Start Date	100% refund of fees	No grade applied
		Before The 10% Date	100% refund of fees minus admin fee of 10% course fee	No grade applied
		After The 10% date	No refund of fees	W
		After 75% of The Class Start Date	No refund of fees	DNC
Unitec is unable to proceed with the programme or Course	<ul style="list-style-type: none"> ▪ No documentation required 	A refund is initiated by Unitec	100% refund of fees	No grade applied
Short Courses	<ul style="list-style-type: none"> ▪ Change Enrolment Request Form through the Student Portal; or ▪ Advice in Writing to Student Central 	At least 7 Calendar days before the Course Start Date	100% Refund of fees Paid	No grade applied
		Less than 7 calendar days before the Course start date	100% refund of fees minus admin fee of 10% course fee	No grade applied
		Withdraw after course starts	No refund of fees	W/DNC
Exceptional/ Compassionate Circumstances	<ul style="list-style-type: none"> ▪ Change Enrolment Request Form through the Student Portal and; or ▪ Completion of SAF 004 Application for Exceptional Refund of Fees Form and; or ▪ Documentation supporting the application for a refund 	Within 30 days of the last day of attendance or prior to the last day of the Course whichever is earlier	Discretion of the Executive Dean Academic or their delegate	Dependant on the outcome of the Exceptional Refund application.

7. Refunds for International Students

- 7.1. All references to Fees being refunded in this paragraph and paragraph 8 exclude the non-refundable enrolment fee that is payable by International Students when they first enrol at Unitec.
Note- If due to exceptional circumstance Unitec Cancels the Students courses that they are enrolled in and cannot make alternative enrolment arrangements- the enrolment fee will be refunded in full.
- 7.2. An International Student in a Semesterised Programme who gains a Resident/Permanent Resident Visa will not receive a refund of fees for the semester in which residency is granted, unless they provide the documents required prior to the Semester Start Date. However, Students will be entitled to a refund to the extent that the international tuition fees exceed the domestic tuition fees for the following semester(s) beyond the semester in which residency was granted.
- 7.3. Where a student has started study but has not maintained or obtained a student visa permitting the Student to stay in New Zealand, they will have their enrolment cancelled and no refund of tuition fees will be granted.
- 7.4. Where a Student's visa application is not processed in time for the student to attend classes by the Class Start Date or the Extended Start Date communicated by Unitec (as applicable), then the student can either:
- Withdraw from the Programme and claim a refund on the basis that the Student no longer wishes to study at Unitec (refer summary table below). Unitec will communicate to Immigration New Zealand of the withdrawal and the visa processing will not progress further; or
 - Defer enrolment to the next semester. Where the Student defers, the tuition fees paid will be applied against the Fees payable for the next semester. The Student will not be entitled to a refund unless their visa is subsequently declined.
- 7.5. Where an International Student wishes to transfer to another institution, they must have Immigration New Zealand (INZ) approval to do so.
- 7.6. All refunds will be paid in either NZ dollars or in the currency that is stated on the Student's refund application form. In all circumstances, Unitec will only refund the NZ dollar amount that it received towards the tuition fees. Refunds will be paid as follows:
- Paid directly into the student's nominated overseas bank account in the same jurisdiction that the funds originated; or
 - Sent to the student in New Zealand on sighting a changed visa e.g. Visitor Visa or Work Visa; or
 - If it is known that the student's fee has been paid by a recognised third party, any refund will be paid back to that third party and not the student, unless the student produces a written authority from the third-party authorising payment directly to the student; or
 - Sent to another institution, if requested in writing with the applicant's signature and supported by evidence of an offer of place by the other institution and a Student Visa for that institution, and
 - In all instances, Immigration New Zealand (INZ) will be notified.
- 7.7. If Unitec is no longer entitled to enrol International Students, then a Student is entitled to either:
- A refund of the fees paid for services that have yet to be delivered (as determined in accordance with clause 30(3)(a) of the Code of Practice); or
 - Have the amount transferred to another education provider in accordance with clause 30(3)(b) of the Code of Practice.
- 7.8. Students who apply for a place in a Course/Programme remain liable for fees unless they withdraw as per the Summary Table below.
- 7.9. Refunds will only be held in credit for the calendar year in which the refund has been processed unless otherwise agreed in writing by the Director Enrolment and Academic Operations.

7.10. Overpayments will be refunded into the same account from which the funds originated. No exceptions will be granted. Where the originating bank account has been closed, the overpayment will be refunded into the student's nominated bank account in the same jurisdiction as the originating bank account. Any refunds due to overpayments must be authorised by the Director Enrolment and Academic Operations.

Summary Table of International Student Refunds

Reason for Refund	Documents Required	Dates Received for Completed Refund	Refund amount	Academic Record
Wish to withdraw from Course/Programme	<ul style="list-style-type: none"> ▪ Change Enrolment Request Form through the Student Portal; or ▪ International Student Refund Application Form; or ▪ Advice in Writing sent to International Student Support 	Before the Semester start date	100% Refund of fees minus \$500 admin fee	No grade applied
		Within 14 days of the Semester start date	90% Refund of fees	No grade applied
		After 14 days from the Semester start date	No Refund	W
		After 75% of course completion	No Refund	DNC
Student Visa has not been processed in time to begin Course by the latest start date	<ul style="list-style-type: none"> ▪ Advice in Writing sent to International Student Support 	No later than the latest start date	Fees deferred – No refund	NA
Initial student visa declined (new students); or Extension of student visa declined (Returning Student)	<ul style="list-style-type: none"> ▪ Change Enrolment Request Form through the Student Portal; or ▪ International Student Refund Application Form; and ▪ Official letter from INZ indicating the declined student visa application 	Within 14 days of student receiving notification from INZ	100% Refund of fees minus \$500 admin fee	No grade applied
Extension of student visa declined (Returning Student) on the basis of Section 61, serious misconduct, poor attendance/academic progress/grades.	<ul style="list-style-type: none"> ▪ Change Enrolment Request Form through the Student Portal ▪ Official letter from INZ indicating the Declined Extension of the student visa application. 	Within 14 days of student receiving notification from INZ	No Refund	NA

Reason for Refund	Documents Required	Dates Received for Completed Refund	Refund amount	Academic Record
Unitec Programme unable to proceed	<ul style="list-style-type: none"> No documentation required 	A refund is initiated by Unitec	100% Refund of fees	No grade applied
Transfer to another institution	<ul style="list-style-type: none"> Change Enrolment Request Form through the Student Portal; or International Student Refund Application Form 	Before the Semester start date	100% Refund of fees minus \$500 admin fee	No grade applied
		Within 14 days of the Semester Start date	90% Refund of fees	No grade applied
		After 14 days from the Semester Start Date	No Refund	W
		After 75% of Course duration	No Refund	DNC
Resident Visa/ Permanent Residence granted	<ul style="list-style-type: none"> Copy of Passport and visa label/ E- Visa to be emailed to; studentvisa@unitec.ac.nz 	Before the Semester Start Date	(Refer to 7.2 above)	No grade applied
Short Courses	<ul style="list-style-type: none"> Advice in Writing sent to International Student Support Services; and International Student Refund Application Form 	At least 7 Calendar days before the Course start Date	100% Refund	No grade applied
		Less than 7 Calendar days before the Course start date	90% Refund	No grade applied
		Withdraw after course starts	No Refund	W/DNC
Exceptional/Compassionate circumstances	<ul style="list-style-type: none"> Completion of Change Enrolment Request Form through the Student Portal; and Completion of Application for Exceptional Refund of International Fees Form; and Documentation supporting the application for a refund 	Within 30 days of the last day of attendance or prior to the last day of the Course whichever is earlier	Discretion of the Director, Enrolment and Academic Operations or Director, Student Success	Dependent on the outcome of the Exceptional Refund application

8. Refunds for compassionate or exceptional circumstances

8.1. No refunds will be made after the refund periods stated in these procedures except at the discretion of the Director, Enrolment and Academic Operations. This discretion can be exercised in compassionate circumstances, where the Student's ability to study has been significantly affected by events beyond their control, including but not limited to:

- a) Illness;
- b) Injury; or
- c) Exceptional circumstances.

8.2. Exceptional/Compassionate circumstances refunds require submission of the Application for Exceptional Refund of Fees Form to be lodged with Student Central/International Student Support Services within 30 days of the last day of attendance or Class End Date whichever date is earlier.

9. Responsibilities

Role	Responsibilities
Head of School	<ul style="list-style-type: none"> ▪ Approve to cancel the students enrolment as per Paragraph 3.2
Director, Enrolments and Academic Operations	<ul style="list-style-type: none"> ▪ Approve student's access to Unitec systems where fees haven't been paid in exceptional circumstances as per Paragraph 5.4 ▪ Approve Refunds for compassionate or exceptional circumstances as per Paragraph 8
The Operations Manager, Academic Registry, Graduation and Student Finance	<ul style="list-style-type: none"> ▪ Authorise students to Graduate where their debt is not related to what the student is graduating from as per Paragraph 5.5

10. Definitions

Date Definitions

Term	Means
Class Start Date	The date on which a given Class in a Course is to be delivered, as recorded in the Student Management System. This date is relevant for Study link purposes and for the purpose of calculating The 10% Date.
Class End Date	The official date recorded in the Student Management System that a given Class ends for the course duration. For the purpose of calculating The 10% Date, the Class End Date will be deemed the Sunday after the last Class for the Course.
The 10% Date	<p>The date which is 10% of the way through a Course as calculated by reference to the number of days from the Class Start Date to the Class End Date.</p> <p>For double semester courses where the course consists of two components – Semester A and Semester B, the 10% date is defined as 10% of the duration of Semester A + 10% of the duration of Semester B.</p>

Extended Start Date (applicable to International Students only)	The Extended start date that is expressly approved by Unitec and communicated to the International Student as the Extended date on which they can commence their studies at Unitec.
Semester Start Date (<i>International Students please note that this is the relevant date for the purposes of Unitec's refund policy</i>)	The Start Date of the Semester for those Classes which are taught as part of Semester One or Semester Two in any academic year, as set out in the Unitec academic calendar.

All other Definitions

Term	Means
Advice in Writing	<p>The following methods of communication sent by a Student will be considered by Unitec to be Advice in Writing for the purposes of this Policy provided that the Student's full name and Unitec Student ID Number is specified in the communication:</p> <ul style="list-style-type: none"> a) A signed and dated communication on paper; b) An email from the student's email address recorded in the Student Management System; or; c) Entering a self-service information change or request via the Unitec Web self- service system. <p>The following methods of communication from a Unitec staff member to a Student will be considered to be Advice in Writing for the purposes of this Policy:</p> <ul style="list-style-type: none"> a) An email to the student's email address recorded in the Student Management System; b) Correspondence posted to the Student's mailing address recorded in the Student Management system; or c) A text message to a mobile phone number recorded in the Student Management system. <p>Any communication under this Policy will be deemed to have been received:</p> <ul style="list-style-type: none"> a) 3 Working Days after the date of mailing if sent by ordinary post within New Zealand or 10 Working Days if sent from overseas; b) If sent by email, on the date it enters the recipient's mailing system; c) If sent by text, when noted as successfully sent on the sender's phone; d) At the time of delivery if delivered by hand.
Attendance	The physical attendance at a defined Class or virtual online attendance through engagement with online Class and content.

Class	A component of a course e.g. a lecture stream.
Course	A self-contained block of study made up of Classes in specific disciplines. A specified course or collection of courses forms a programme or training scheme. A course may also be referred to as a paper, module or unit of study.
Domestic Student	has the same meaning as set out in The Education and Training Act 2021 and in broad terms includes a person who is: <ul style="list-style-type: none"> a) A New Zealand citizen; or b) The holder of a residence class visa granted under the Immigration Act 2009.who satisfies the criteria (if any) prescribed by regulations made under the Education and Training Act.
Enrolment	The process of allocating a place in a Programme/Course to an eligible student.
Fees	Fees charged by Unitec, including but not limited to tuition fees, resource fees, student services fees, course compulsory costs and administration fees but excludes any non-refundable enrolment fee.
International Student	Has the same meaning as set out in The Education and Training Act 2021 and in broad terms includes any student who is not a Domestic Student.
International Student Support Services	Unitec's dedicated team in supporting our International Students. The team can be reached here . Alternatively an appointment can be made to speak with them at Unitec's Mt. Albert Campus.
Programme	A programme of study or training leading to a qualification listed on the New Zealand Qualifications Framework. A programme is made up of one or more Courses.
Section 61	Any visa application received by Immigration New Zealand after an International Student's visa has expired. Such an application is treated and considered as a request under Section 61 of the New Zealand Immigration Act 2009.
Semesterised	Programmes for which the Courses conform to the Unitec academic calendar and the Course length is one semester.
Short Courses	Study or training that is neither a Programme nor a Training Scheme. Short courses are typically not TEC funded.
Third Party	Any person or organisation (other than the Student themselves or Study Link) that will be paying for a Student's Fees.
Student Central	One of Unitec's frontline centres where Students can seek advice on Programmes and Courses and make payments to the cashier. There is a frontline centre located at Unitec's Mt Albert Campus and Unitec's Waitakere Campuses.

Unitec Services	<p>The services and facilities available to Students include, but are not limited to:</p> <ol style="list-style-type: none"> a) Access to academic services such as attendance at Classes, academic advice, return of marks and comments for assessments, certificates of achievement; b) Access to administrative services including Enrolment in further Courses; c) Access to a Student ID Card (except for Students enrolled in Courses less than 3 weeks in duration and those enrolled in IELTS Preparation Course); d) Access to library facilities (except for Students enrolled in Courses less than 3 weeks in duration and those enrolled in IELTS Preparation Course). For Short Courses of less than 3 weeks' duration access to library material may be possible only if the lecturer arranges this directly with the library prior to the commencement of the Course; e) Access to computer and reprographics facilities, where allocated to the programme(s) and Class(es) they are enrolled in, such as on-campus computers, Unitec network systems, Student mail, eLearning systems, the student self-service system, Unitec internet services, Unitec printing and photocopying services; f) Access to other Student services such as counselling, health, careers and employment.
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Reference Documents

- [The Education \(Pastoral Care of International Students\) Code of Practice 2016 \(Code of Practice\) Student Disciplinary Statute](#)
- [Admission, Enrolment and Fees Policy](#)
- [Admission and Enrolment Procedures](#)
- [New Zealand Immigration Act 2009.](#)

Approval Details

Version number	3	Issue Date	September 2021
Version History	<p>New Procedure created after the formal periodic review of the Admission, Enrolment and Fees Policy</p> <p>Minor amendments approved by Procedure Sponsor</p>		
Approval authority:	Executive Leadership Team	Date of Approval	20/09/2021
Procedure Sponsor (Has authority to approve minor amendments)	Executive Director – Pasifika, Partnerships and Support, Office of the Chief Executive	Procedure Owner:	Director, Enrolment and Academic Operations
Contact Person	Jenny Ingram-Tung	Date of Next Review	November 2021