



Student Withdrawal and Refund Procedures

Introduction

These procedures apply to all enrolments (new and returning) from the date that Le Cordon Bleu New Zealand is a registered PTE. These procedures override all previous course refund and withdrawal policy documents issued by Le Cordon Bleu New Zealand.

Purpose

To provide the framework for assessing applications for refund of fees.

Responsibility

The Admissions Office is responsible for the implementation of this policy.

Reference to Legislation

Under PTE Registration, Le Cordon Bleu New Zealand is required to ensure that the fees paid by the student for educational instruction in New Zealand are secure and protected in the event of student withdrawal or the ending of educational instruction or the closure of a signatory.

As a PTE, Le Cordon Bleu New Zealand's refund policy is governed by the Education and Training Act 2020. Le Cordon Bleu New Zealand has mechanisms in place whereby student fees are protected and will be returned to the student in the unlikely case of either signatory ceasing to be a signatory, or ceasing to be a provider.

Refunds of Student Fees will only be made in accordance with the following policy:

1. Fee Payment and Contractual Obligations

- 1.1 The Letter of Offer is a contractual agreement for the full duration of study listed in the offer.
- 1.2 The Student Fee is made up of Tuition Fee, Administration Fee, Course-related costs and if applicable, travel insurance.
- 1.3 If a student wishes to transfer to another Le Cordon Bleu institute, a Letter of Offer from the other institution must support the application to transfer. An administration fee of \$600 will be retained by the Institute.
- 1.4 If a student's visa extension is refused by Immigration New Zealand on the basis of poor performance, the student will receive a refund of only that portion of the fee which corresponds to the part of the program for which no visa is issued. An administration fee of \$600 will be retained by the Institute.
- 1.5 All applications for refunds must be submitted on the Application for Refund Form (available from Admissions). Bank details must be typed out. Supporting information must be submitted together with the form to Admissions.
- 1.6 For all 'Le Cordon Bleu New Zealand Institute Student Packages', please refer to the terms and conditions of the 'Package'.
- 1.7 Course means a programme or training scheme in which a student is enrolled.
- 1.8 By accepting a place in a program or course at Le Cordon Bleu New Zealand, a student enters a contract with Le Cordon Bleu New Zealand for the period of the course. This contract means there is an obligation to pay the fees.
- 1.9 Le Cordon Bleu New Zealand will not be liable for any exchange rate loss or bank fees charged upon repayment of a refund.

2. Refund due to programme cancellation

- 2.1 If Le Cordon Bleu New Zealand cancels the programme indicated on a student's Letter of Offer, whether by its own accord or as required by an education quality assurance agency, an alternative programme may be made available to the student. If there is no suitable alternative, or if this alternative is not acceptable to the student, a full refund will be given.

3. Refund due to INZ decisions re visa status

- 3.1 A student who has paid fees for a program and is subsequently refused an initial visa by Immigration New Zealand, will be paid a full refund less \$600 for administration purposes.
- 3.2 A student who has paid fees for a programme and subsequently has their visa declined by Immigration New Zealand on the basis of poor attendance, unsatisfactory academic performance and/or late visa application is not entitled to a refund.

4. Voluntary withdrawal

- 4.1 International students may not usually withdraw from individual courses, since student visas are granted for fulltime study only.
- 4.2 Withdrawal is only confirmed
 - 4.2.1 when the appropriate form is completed and submitted to the Admissions Office, who will action the withdrawal and process any refund request or
 - 4.2.2 During the refund period (NZQA directive from 12/4/21)
 - where the Student fails to attend or participate in the Course; or

- where the Student attends or participates in the Course during the Refund Period, but stops attending or participating in the Course before the end of the Refund Period.

Withdrawal through non-attendance does not apply where the Student attends or participates in that Course after the end of the Refund Period.

Withdrawal due to directive

- 4.3** No refund will be given if a student withdraws or is withdrawn due to a Le Cordon Bleu New Zealand directive, a directive from Immigration New Zealand or other legal directive.

5. International Students Withdrawal

Course five weeks or less

- 5.1** The student may withdraw up until the end of the second day post commencement and receive a refund of at least 50% of any amount paid. If the student has paid for two days only, Le Cordon Bleu New Zealand may retain 100% of the payment.
- 5.2** If formal withdrawal is received after day three of the program commence, the student is not entitled to a refund of fees.

Course five weeks to three months

- 5.3** The student may withdraw up until the end of the fifth day post commencement and receive a refund of at least 75% of any amount paid.
- 5.4** If formal withdrawal is received after day six of the program commence, the student is not entitled to a refund of fees.

Course more than three months

- 5.5** The student may withdraw up until the end of the tenth working day post commencement. The student is entitled to receive a full refund less a deduction for costs incurred by Le Cordon Bleu New Zealand, up to a maximum of 25% of fees paid.
- 5.6** If formal withdrawal is received after day eleventh of the program commence, the student is not entitled to a refund of fees.

6. Domestic Students Withdrawal

Course up to three months

For courses of two days or less there is no withdrawal period and the refund is at the PTE's discretion.

For courses of more than two days but under five weeks, the withdrawal period is up to the end of two calendar days of the course commencing. The refund amount is a minimum of 50% of the amount the student paid in respect of the course.

For courses of five weeks or more but less than three months, the withdrawal period is up to the end of five calendar days of the course commencing. The refund amount is a minimum of 75% of the amount the student paid in respect of the course.

Course more than three months

- 6.1 The student may withdraw up until the end of the eighth day. The student is entitled to a full refund less administration costs of up to 10% of any amount paid or \$500, whichever is the lesser.
- 6.2 If formal withdrawal is received after day nine of the program commence, the student is not entitled to a refund of fees.

7. Request to defer studies

- 7.1 Students who wish to defer their programme start to the next intake must notify the Admissions Office in writing, a minimum of two weeks (14 days) before programme start date. Deferment requests received after this date will not be approved.
- 7.2 Deferment requests due to late issue of a student visa will be considered on a case by case basis.
- 7.3 Students who receive a deferment are not subsequently entitled to apply for a refund.

8. Late withdrawal due to exceptional circumstances

- 8.1 If events outside a student's control, such as illness, accident or an unexpected change in circumstance necessitate withdrawal from a programme of study, Le Cordon Bleu New Zealand will in normal circumstances, hold the student's fees for a period of up to one year to be transferred to the next instance of the same offering. A Letter of Offer will be made for the new start date. No additional transfer or refund will be made after that date.
- 8.2 Where exceptional circumstances necessitate withdrawal from a program of study, Le Cordon Bleu New Zealand may, after consideration of the exceptional circumstances relevant to the case, approve an appropriate refund less an administration fee of \$600 and agent commission where applicable. Information to support the claim for exceptional circumstances must be supplied in writing to the General Manager of Le Cordon Bleu New Zealand. If the withdrawal is due to an illness, medical documentation to support the claim will be required.

9. Partial refunds

- 9.1 Le Cordon Bleu New Zealand may, at their sole discretion, approve a partial refund on a pro-rata basis after consideration of the circumstances relevant to the case. A partial refund will be calculated after a processing fee of \$600 administration fee. The amount of any refund granted because of exceptional circumstances will be at the discretion of the General Manager and will normally not include the portion of the programme already attended.

10. Impact of Permanent Residency status on International Student Fees

- 10.1 An international student who gains domestic student status while studying will not receive a refund of fees for the course during which the domestic student status is

granted. However, the student will be entitled to pay domestic fees for subsequent courses.

11. Processing of withdrawal and refund applications

- 11.1** Withdrawal and refund applications are processed by the Admissions Office. All applications for refunds must be submitted in writing. Students seeking a refund should complete the appropriate forms and attach any relevant written evidence.
- 11.2** Processing of the applicable refund can take up to 20 working days to process.
- 11.3** Applications for fee reconsideration under Exceptional Circumstances will be considered by the General Manager. The applicant will be advised of the outcome of the application within 21 days.
- 11.4** Refund decisions will take into consideration any liability for outstanding accounts or unpaid fees. Le Cordon Bleu New Zealand reserve the right to withhold payment of all or part of a refund to recover any outstanding debts a student has incurred with the organisation/s.
- 11.5** All approved refunds will be paid in New Zealand dollars or the equivalent of the New Zealand dollar amount (converted into foreign currency if applicable) to either:
- a) the bank account from which the fees were paid. If an international student, on receiving evidence that the student has returned to their home country; or
 - b) the bank account for the recruitment agent who referred the student where the original payer of the fees has authorised this transfer in writing. If an international student, only upon evidence the student has returned to their home country; or
 - c) the bank account of another New Zealand education institution from which Le Cordon Bleu New Zealand has directly received written evidence of an unconditional Letter of Offer.

Review

These procedures may change in direct response to legislative and compliance requirements and as approved by General Manager.

Related Legislation

Section 669(3)(b) of the Education and Training Act 2020.