

Fee Payment

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Major changes/additions since the last version was approved are indicated by a vertical line in the left-hand margin.

1 Introduction

1.1 Purpose

Ara Institute of Canterbury (Ara) aims to provide fair and equitable treatment of all learners with regard to the payment of fees.

1.2 Scope and Application

This policy relates to the payment of any course and course related fees (for example course fees, course administration fees and course examination fees) by:

- a New Zealand citizens and permanent residents
- b International students
- c Companies

This policy does not relate to the payment of fees for:

- a Secondary Tertiary Pathways funded learners (dual enrolment)
- b Industry Training Organisations (ITO) contracts, or
- c Such other costs described as not being course related or by their nature are not course or course related fees.

1.3 Formal Delegations

Delegations are determined in the Delegation Schedules for Finance and People and Culture.

1.4 Definitions

- a **Course Fees:** fee that is charged for the cost of tuition
- b **Course related fees:** non-tuition fees (e.g., external exam fees/SSL)
- c **Distance learning learners:** Learners studying a course via online technology
- d **Domestic learner:** a person who is:
 - i A New Zealand citizen or

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- ii the holder of a residence class visa granted under the [Immigration Act 2009](#) who satisfies the criteria (if any) prescribed by regulations made under subsection (4), or
 - iii a person of a class or description of persons required by the Minister, by notice in the Gazette, to be treated as if they are not international learners.
- e **International learner:** is a person who:
- i is enrolled by a provider, and
 - ii is studying in New Zealand on a student permit under the [Immigration Act 2009](#), and
 - iii in relation to the provider, is a foreign student as defined in Section 2 or Section 159 of the Act (whichever is applicable), (Extract MOE, Code of Practice for the Pastoral Care of International Students), or
 - iv is enrolled in a course of study at Ara but is permanently based overseas, other than New Zealand Citizens or Permanent Residents.
- f **International Learner – Path of Study:** International learners are enrolled into a Path of Study.
- g **Path of Study** is the total length of each programme, which the learner has chosen to study, as detailed in the Offer of Place, Statement of Fees and the period defined on the learner’s visa.
- h **International Flat Fee:** The purpose of the flat fee is to give certainty in the marketplace. So, if \$15,000 is quoted, the fee paid is exactly that. This fee does not include the Student Services Levy, insurance, or homestay related fees.
- i **Full time International Learner:** Learners who enrol in a Path of Study of at least 80% of the Programme EFTS for a year pay the approved flat fee. The only variation to this is English Language Programme enrolments which are by course and learners therefore pay the aggregate of all course fees.
- j **International – Variation of Conditions “other than full time study”:** Learners who enrol in less than 80% of the Programme EFTS for a year. A fee for each course enrolled into is required and is calculated on a pro rata basis by course EFTS as a proportion of the Programme EFTS for a year.
- Part-time study will only be allowed as an exception to normal immigration policy if there are special/exceptional circumstances surrounding the application.
- k **International Programme EFTS (Equivalent Full Time Student):** The EFTS load for the normal enrolment in that programme in that year, as per the approved programme document (usually 1.000 for one year but may be 0.5000 for half year).
- l **International – Full time plus additional courses:** An international learner enrolling in more than 105% of Programme EFTS for a year will pay the flat fee and an additional fee based on the part-time fee for the additional courses chosen.
- m **Pathway Visa:** Pathway student visas allow international learners to undertake a progression of up to three consecutive programmes of study with selected education providers on a single visa. The visa will be valid up to a maximum of five years.
- n **Government subsidy:** The Government’s contribution to the direct costs of teaching, learning and other costs driven by learner numbers.
- o **New Zealand Citizen:** All people born to New Zealand citizens or permanent residents as well as all people eligible to hold New Zealand passports are New Zealand citizens. People from the Cook Islands, Tokelau and Niue are New Zealand citizens and are eligible for New Zealand passports.

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- p **Permanent Resident:** A non-NZ citizen who has been granted permission by Immigration New Zealand to reside indefinitely in New Zealand.

Related Ara Procedures <ul style="list-style-type: none"> • APP504d Terms and Condition of Enrolment • APP514b Withdrawal and Refund of Fees and Charges – Domestic Students • APP514c Withdrawal and Refund of Fees and Charges – International Students • CPP120b People and Culture Delegations • CPP120c Financial Delegations Schedule 	Related Ara Policies <ul style="list-style-type: none"> • APP504 Regulations Governing Admission and Enrolment • APP514 Withdrawals, Refunds and Compassionate Consideration • CPP120 Delegations
Related Legislation or Other Documentation <ul style="list-style-type: none"> • Education and Training Act 2020 • Immigration Act 2009 • Tertiary Education Commission • Ministry of Education 	Good Practice Guidelines
References	
Notes	

2 Principles

- 2.1 All learners will be treated in a fair and equitable manner with regard to the payment of course and course related fees.
- 2.2 Learners will be provided with clarity regarding the expectation of payment of fees.

3 Associated procedures for Ara Corporate Policy on: Fee Payment

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3.1 Background

Fees are paid by learners as a condition of enrolment into courses and programmes. The publishable fee may include charges for such things as ID cards.

All programmes offered and promoted for enrolment by international learners must quote a full cost Flat Tuition Fee for payment in advance by the learner. These fees are established in

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consultation with senior management and must reflect export education market rates for competitive advantage. The fees are published as annual, semester or term fees according to the length of the programme and may change from year to year.

3.2 Learners - Payment of Fees

Learners are responsible for:

- a paying in full, or
- b making an alternative arrangement for payment with the Executive Director Operations (or delegate), within 30 days of the date of the invoice.

3.3 Payment of Fees – Domestic Learners

- a All fees must be paid within 30 days of the date of the invoice and no later than the programme start date, or in accordance with the terms of an alternative payment arrangement approved by the Executive Director Operations (or delegate). By signing the enrolment form the learner has agreed to pay the applicable course fees of the course or programme into which they are enrolled.
- b Learners who have not paid their fees in full or made an arrangement by the due date cannot attend classes. Learners will be prevented from graduating or receiving their awards until all debt has been cleared or arrangements put in place and adhered to, to ensure payment.
- c Learners with outstanding debt are only permitted to enrol in further courses of study with prior approval of the Executive Director Operations (or delegate).
- d No learner who has applied to StudyLink for a student allowance shall have an approved verification of study (VOS) returned to StudyLink unless the full tuition fees have been paid or a loan verification of study request has been received from StudyLink and approved.
- e Australian Learners: Australian citizens and permanent residents pay the same fees as New Zealand citizens if they are studying in New Zealand. If they are studying distance learning from outside New Zealand, they will need to pay international fees. They are also not eligible to apply for the New Zealand Student Loan or Allowance unless they have been living in New Zealand for at least three years and are normally living in New Zealand.

3.4 Payment of Fees – International Learners

- a All fees are inclusive of GST (NZ Goods and Services Tax), are invoiced and are payable in New Zealand Dollars (NZ\$). Ara is not responsible for exchange rate fluctuations. In the event that an international learner has underpaid the invoiced amount due to exchange rate fluctuations the learner will be required to pay the difference to meet the NZ\$ fee amount. The converse is also true, overpayment by the learner, due to exchange rate fluctuations, will be refunded to the student in NZ\$.
- b Fee payments by EFTPOS, credit card and bank transfer are preferred. Cash payment of greater than \$1,000NZD will not be accepted due to the risk posed to the paying learners and Ara colleagues.
- c First year international learners must pay all fees for the full year, or studying for less than full year, the full period of their Path of Study in accordance with the definition above. In second and subsequent years, international learners must enrol for the full year, but may pay their tuition fees by semester with the approval of the Director – International. International learners choosing this option of payment will be charged an administration fee per semester.

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3.5 Refund of Fees

- a Please refer to [APP514 Withdrawals, Refunds and Compassionate Consideration](#).
- b The Withdrawal and Refund Tables ([APP514b Refund of Fees and Charges Table - Domestic Students](#) and [APP514c Refund of Fees and Charges Table - International Students](#)) will be updated annually by 31 August in the preceding year to allow for the Student Management System (SMS) to be set up accordingly.
- c Note that administrative fees chargeable per the refund tables will be deducted from the amount to be refunded prior to the refund being made; the balance remaining, if any, will be paid to the person or organisation that paid the original invoice in question.

3.6 Liability for Fees

Unless otherwise specified, learners become liable for fees once they start attending classes at Ara. For the avoidance of doubt, distance learning learners are deemed to start attending classes when, in the reasonable opinion of Ara, they are participating in a course (as may be evidenced by communications with a lecturer or accessing any of the Ara distance learning resources).

3.7 Government Subsidy (excluding Free Fees Initiative)

To be considered for a government subsidy towards tuition fees, a learner must provide the prescribed documentation to Ara including documentary evidence of New Zealand citizenship or permanent residency for the same academic year the learner is enrolled to study. Until such time as the prescribed documentation is provided to Ara, a learner will be liable for payment of the full, non-subsidised tuition fees (which is more than the subsidised New Zealand learner tuition fees). Ara will reimburse the learner any overpayment where the learner has paid the full, non-subsidised fee and it transpires that the learner is eligible for the government subsidy towards their tuition fees.

3.8 Government Free Fees Initiatives

Māori and Pasifika Trades Training (MPTT) funding provides fees-free tertiary places for Māori and Pasifika learners aged between 16 and 40 to achieve in pre-trades training and progress to sustainable trades or trades-related employment (including New Zealand apprenticeships), other successful industry training programmes at Level 3 and above on the New Zealand qualification framework and managed apprenticeships.

The purpose of MPTT funding is to increase access for Māori and Pasifika learners to vocational and pre-employment training. This enables these learners to develop skills for sustainable employment and achieve better employment outcomes. MPTT funding which is administered by the TEC is paid to organisations that are part of an approved consortium.

The Youth Guarantee (YG) Fund provides fees-free tertiary education for students aged 16-19 years who have no or low prior qualification achievement. Students may study towards:

- NCEA level 1 and 2 aligned to the Vocational Pathways
- Another qualification at level 1 or 2 on the New Zealand Qualifications Framework (NZQF), which is intended to enable learners to progress to higher-level education or employment, or
- A qualification at level 3 on the NZQF, particularly if the learner:
 - Has no or low (level 1) prior achievement before enrolling in YG, or
 - Has achieved level 1 or 2 qualification (s) through YG and is progressing to a level 3 YG qualification during to equivalent full-time student (EFTS) YG entitlement.

3.9 Course Withdrawal - within withdrawal period

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- a If a domestic learner has not paid fees for a course and formally withdraws from that course before the last withdrawal date, that student's account will be given an appropriate credit. The student will remain responsible for any remaining account balance. Further information regarding this can be found in the [APP514 Withdrawals, Refunds and Compassionate Consideration](#) policy.
- b For domestic learners, unless otherwise stated, the last withdrawal date is a determined period of time that amounts to 10% of the course's total duration from the course's commencement date.
- c For international learners, the last withdrawal date is seven days after the first course start date of the international learners identified path of study.

3.10 Course Withdrawal - outside withdrawal period

- a If a learner has not paid fees for a course and withdraws from that course, whether formally or otherwise, after the last withdrawal date, then irrespective of such withdrawal, the learner will remain responsible for all fees and associated charges of that course (including Assessment of Prior Learning).
- b Unless otherwise stated, the last withdrawal date is a determined period of time that amounts to 10% of the course's total duration from the course's commencement date.

3.11 Attendance Without Enrolment

Attendance without formal enrolment at any Ara course will be deemed to be that learner's acceptance of the liability to pay all fees and charges associated with the course and that learner will be invoiced for such fees and associated charges as if they were formally enrolled in that course.

3.12 Ceasing to Attend after Withdrawal Date

If a learner ceases to attend classes but has not formally withdrawn before the advertised withdrawal date, that learner remains liable to pay the fees and charges associated with the course.

3.13 Absence of Student Loan

If it was intended that the learner's fees were to be paid by Student Loan and for whatever reason the student loan is no longer available, the learner will remain liable for the payment of the fees and charges and must make alternative payment arrangements.

3.14 Change of Eligibility for Government Fees Free Initiative(s)

- a If for whatever reason the Tertiary Education Commission (TEC) revises its assessment of a learner and advises that the learner is not eligible for funding under the Government Fees Free Initiative, the learner will become liable for payment of fees and charges associated with the courses and must make alternative payment arrangements to Ara.
- b Ara does not determine learner eligibility, therefore, disputes regarding eligibility must be directed to the TEC Fees Free Team helpline.
- c Includes MPTT/YG and other government fees free initiatives.

3.15 Ineligibility to Graduate where Debt is Unpaid

- a Learners with unpaid fees and charges may be eligible to sit examinations but will not be allowed to graduate with any qualification/award until all outstanding amounts owing to Ara:

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- i have been paid in full, or
- ii where not paid in full and with the approval of the Executive Director Operations (or delegate), are subject to an arrangement for payment by instalments (such approval being in the sole and absolute discretion of the Executive Director Operations or delegate).

3.16 Learners Enrolling with Debt

- a Learners with unpaid fees may not be accepted into further courses until the debt is:
 - i paid in full, or
 - ii where not paid in full and with the approval of the Executive Director Operations (or delegate), are subject to an arrangement for payment by instalments (such approval being in the sole and absolute discretion of the Executive Director Operations or delegate).

3.17 Ara Error in Referring a Debt

Ara will be responsible for any charges incurred from a debt collection agency if Ara decides, for reasons of internal error, to retract a learner debt after it has been referred to a debt collection agency.

3.18 Receipt to Be Issued

Ara will issue a receipt for all tuition payments received. It is the learner's responsibility to ensure that a receipt is issued and retained to evidence payments made. A receipt may be produced electronically via the learner web portal.

3.19 Company Payment of Learner's Fees

a Company Invoicing

If a learner's fees are being paid by a company, that company must provide a purchase order number, postal address and the name of the company contact person for Ara to issue an invoice to the company.

b Payment of Fees

Companies are responsible for paying all invoiced tuition fees in full.

c Fees remain Learner's Responsibility

In the event that the company fails to make payment on behalf of the learner, the learner then become liable for payment of the outstanding balance.

3.20 Payment by Instalments

a By Agreement

With the agreement with the Executive Director Operations (or delegate), payment can be made by instalments. A credit check may be undertaken, and a Guarantor may be required. Where learners are eligible for a Student Loan, payment by instalment will not normally be approved.

b Fees not to carry over

Where a learner is paying by instalments, all instalments must be paid before the end date of the last course in that learner's current academic year. Subsequent enrolments will only be accepted if payment is made in full or a payment arrangement has been agreed and is being adhered to, at the time of enrolment.

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c **Instalment Agreement**

Learners paying by instalments will be required to enter into an instalment agreement with Ara.

d **Administration fee**

Each arrangement for a learner to pay by instalment will incur an administration fee notified in the Ara Standard Fees Charges.

3.21 Outstanding Fees

a **Disputes**

- i Any learner who wishes to dispute the fees owing must do so in writing within 30 days of the date of the invoice. A request to review the outstanding amount must be made in writing to the Ara Registry Manager.
- ii Ara may exercise discretion and accept reviews lodged outside the normal one-month time limit if Ara considers that there was good reason for the delay.
- iii Ara will endeavour to complete its review within seven working days of the date of receipt of the application for review. Any outstanding monies owing at the outcome of the review are to be paid to Ara immediately once notification is received.

3.22 Fee Payment Methods

a **Methods accepted**

Fees may be paid by:

- Cash (under \$1,000), cheque, EFTPOS, MasterCard, Amex, or Visa
- Bank draft
- Electronic transfer
- Direct credit
- Student Loan
- Training Incentive Allowance
- Government Free Fees Initiative
- By agreement with the Chief Finance Officer payment by instalments in exceptional circumstances

3.23 Debt Management

a **Debt Recovery**

Where Ara is required to take steps to recover outstanding debt in accordance with the Ara debt management processes, all such costs (including the cost of appointing a debt collection agency or solicitors to recover such debt) will form part of the debt outstanding that the learner is liable to pay.

In the event that Ara is required to take such steps to recover the amounts over, the learner acknowledges that their credit rating may be adversely affected.

b **Credit Write-off**

Learners who have a credit balance remaining on their account of less than \$10 at the end of that learner's study will not be refunded. If the learner has a credit balance in

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excess of \$10, the full balance will be refunded if a refund is requested within 30 days of the end of that learner's study.

Where Ara allows a learner to temporarily suspend their study (for instance on compassionate grounds) for up to two years, any credit balanced that remains on that learner's account after expiry of two years will not be refunded.