# POLICY

Fees, Refunds and Withdrawals Policy



## 1.0 Rationale:

- **1.1** Guidelines around the payment of accommodation fees, refunds and withdrawals are required to ensure that resident accommodation contracts ("the Resident Agreement") and practices are transparent, reasonable, and responsive to the needs of residents.
- **1.2** As per Outcome 6 of the Education (Pastoral Care of Tertiary and International Learners) Code of Practice 2021 ("the Code"), this policy sets out all procedures pertaining to deposits, fees and bond payments for residents prior to commencing their stay at the Hall.

## 2.0 Purpose:

- **2.1** This policy describes the procedures to be followed for payment of fees, for circumstances in which a resident indicates they wish to leave Rochester and Rutherford Hall before the end of the stated dates indicated in the Resident Agreement, and for incidents of a resident being expelled from the Hall.
- **2.2** This policy also describes situations in which residents may experience financial hardship or change of circumstances and reflects the Hall's desire to work with residents to find a suitable solution in this situation.

## 3.0 Procedures:

**3.1** Rochester and Rutherford Hall will follow a clear and transparent enrolment process including the signing of the Resident Agreement which is a binding contract with the Hall. By signing this Agreement, residents accept the provisions recorded in this policy.

#### 4.0 Fees Payable:

- **4.1** No less than one month prior to the due date specified in Schedule 1 of this policy, the Finance Manager will issue an invoice to the resident (not their parent, guardian or guarantor) via their preferred email address provided at the time of enrolment.
- **4.2** The Hall will address the resident directly on the fee payments in order to protect the privacy of our residents and their rights to address matters pertaining to them, in this case their finance. The Hall understands it is the resident's discretion as to who may assist with the payment of fees.
- **4.3** The invoice for fees will be sent via an email with the due date clearly stated.
- **4.4** Residents are required to pay fees in the manner and time established by Schedule One of this policy, together with any costs or charges incurred (such as for soiling of rooms or damage) and to pay these on the due date shown on the invoice statement. The Hall acknowledges that some residents may need to communicate special circumstances and will offer the opportunity to implement a payment plan.
- **4.5** If the resident remains in arrears for longer than one month, then (in the absence of a payment plan), the Finance Manager will contact the resident's guarantor to seek payment of the amount in arrears. The Finance Manager will make every effort to communicate with the resident prior to this contact being made and will notify the resident that the Hall will be notifying their guarantor.
- **4.6** At the end of the month during which any fees or charges remain overdue, Rochester and Rutherford Hall on behalf of the Executive Council reserves the right to add to the balance owing, a penalty charge equal to 1.5% per month of the overdue balance. If fees and charges remain unpaid for a period of 3 months, and no acceptable payment plan arrangement has been agreed, the Hall will have the right to terminate the Resident Agreement. The amount owed will then be referred to a debt collection agency.

#### 5.0 Withdrawals during the Academic Year:

- **5.1** Residents who choose to leave Rochester and Rutherford Hall during the academic year are liable for any and all remaining payments as per Schedule 1 of this policy, until such time as the room can be successfully re-let. As and when the vacated room is re-let, they will then be released from their liability for any and all remaining payments under the Resident Agreement.
- **5.2** Rochester and Rutherford Hall accept that residents' circumstances sometimes change and look to work with the resident and their whanau to reach a solution. Accordingly, in the event of a change of circumstances a resident may apply in writing to the Principal seeking a refund of their fees. The decision to grant a refund of the resident's fees is at the sole discretion of the Principal, whose decision on this matter is final.
- **5.3** In the event that a resident is expelled from Rochester and Rutherford Hall, the resident remains liable for the balance of the year's fees.

## 6.0 Outcomes:

- **6.1** Residents at Rochester and Rutherford Hall should be aware of their responsibilities and rights in regard to the payment of fees and other charges, and any decision to withdraw prior to the completion of the academic year. These rights and responsibilities are clearly outlined in both this policy, the Resident Agreement and summarised in the Rochester and Rutherford Resident Handbook.
- **6.2** Rochester and Rutherford Hall have adequate and appropriate controls in place to ensure accountability for financial processes including the payment of resident fees, including:
  - **6.2.1** Providing receipts for all financial transactions with the resident; and
  - **6.2.2** Providing residents with up-to-date information on the balance payable towards their fees.

#### 7.0 References:

*Education (Pastoral Care of Tertiary and International Learners) Code of Practice 2021 Rochester and Rutherford Schedule of Fees 2024* 

Principal:	Jo Morrow
Date:	January 2024
Policy Committee Leader:	Chris O'Brien (Executive Council)
Ratified:	Kieran Sweetman (EC Chair)

Due for Review: April 2026

## Rochester and Rutherford Hall Schedule 1: Fees 2024

Total annual	\$22,550				
fees:	Comprised of: Administration Fee (non-refundable) \$550.00 Bond (refundable) \$500.00 Resident Association Fee \$300.00 Accommodation Fee \$21,200 (31 weeks catered, 39 weeks maximum)				
Payments are due as follows:	Payment 1 – due on acceptance of place:	Payment 2 – due January 17, 2024	Payment 3 – due April 10, 2024	Payment 4 – due August 20, 2024	
	\$2,500	\$7,700	\$7,550	\$4000	
	(\$550 admin	(\$8,500 Accommodation fees, \$500 Bond, \$300 Resident Association fee)	(\$7,500 Accommodation fees)	(\$4,000	
	fee, \$1,950 Accommodation fee in advance)			(Accommodation fees)	

- 1. All amounts are inclusive of GST.
- 2. An Invoice will be sent to the resident prior to the due date for each payment.
- 3. The bank account number for Rochester and Rutherford Hall is: **06-0665-0010844-00**. Please use the Resident's last name and initial of first name as reference.
- 4. Residents must pay all required fees in the manner and time established by the payment schedule above, together with any other costs incurred.
- 5. At the end of the month during which any fees or charges remain overdue, Rochester and Rutherford Hall reserve the right to add to the balance owing, a penalty charge equal to 1.5% per month of the overdue balance. If fees and charges remain unpaid for a period of 3 months, and no acceptable payment plan arrangement has been agreed, the Hall will have the right to terminate the Resident Agreement. The amount owed will then be referred to a debt collection agency.
- 6. The Hall is unable to accept credit card, cash, or telephone payments.