

# Refund Policy



<p><b>1. PURPOSE and OBJECTIVES:</b></p>	<p>Sarina Russo Institute acknowledges that there may be instances when a student/client is entitled to a refund of pre-paid fees. The Refund Policy provides clear and transparent guidelines to determine eligibility for, the calculation of and process for disseminating refunds where applicable. Requests for refunds may incur an administration fee.</p>
<p><b>2. POLICY STATEMENT:</b></p>	<p>Refunds will be issued where the refund request has satisfied the relevant requirements as outlined and, where required, an application for a refund consideration has been submitted</p>
<p><b>3. SCOPE:</b></p>	<p>When an applicant accepts a place offered by SRI and pays fees a binding contract is created between the student and SRI.</p>
<p><b>4. DEFINITIONS and ABBREVIATIONS:</b></p>	<p>SRI – Sarina Russo Institute  ESOS - Education Services for Overseas Students  CRICOS – Commonwealth Register of Institutions and Courses for Overseas Students  TPS – Tuition Protection Service  ACPET - Australian Council for Private Education and Training  ASTAS - Australian Student Tuition Assurance Scheme  VET FEE-HELP - an income contingent loan scheme administered by the Australian Government Department of Education and Training for the Vocational Education and Training (VET) sector which ceased on 31 December 2016.  VET Student Loan (VSL) – an income contingent loan scheme administered by the Australian Government Department of Education and Training for the Vocational Education and Training (VET) sector which commenced on 1 January 2017, replacing the VET FEE-HELP scheme, which ceased on 31 December 2016  Census Date – the date after which a student incurs a debt for the VET unit of study in which they are enrolled.  Direct Debit Payment Plans – The process for students to pay their tuition fees via scheduled authorised debit payments from their bank account / credit card  3<sup>rd</sup> Party Loan Providers – Where a student chooses to take out a loan with a 3<sup>rd</sup> party provider to pay for their tuition fees</p>
<p><b>5. POLICY DETAILS:</b></p>	<p><b>International Students:</b>  Refer to the Refund Fee Table (below) for information regarding refunds.</p> <ol style="list-style-type: none"> <li>1. When an applicant accepts a place offered by Sarina Russo Schools Australia Pty Ltd ABN 39 010 129 325 trading as Sarina Russo Institute (SRI) [CRICOS Provider Code - 00607B] by virtue of enrolment, a binding Student Written Agreement between the person who entered the agreement and SRI comes into existence subject to the conditions below.</li> <li>2. All refund requests, notifications of cancellations, deferrals or suspensions of enrolment must be made in writing.  Further information on these procedures can be obtained by accessing the SRI website at <a href="http://www.sri.edu.au">www.sri.edu.au</a>.</li> <li>3. No refund is given if a person who has entered into a Student Written Agreement with SRI is expelled by SRI, and/or has their visa cancelled by The Department of Home Affairs whilst they are an enrolled student at SRI.</li> <li>4. Provider default is covered by the provisions of the Education Services for Overseas Students (ESOS) Act 2000 and the ESOS Regulations 2001 (“the Relevant Legislation”) and this refund policy is subject to the Relevant Legislation. In the event of an inconsistency between this policy and the Relevant Legislation, the Relevant Legislation prevails to the extent of the inconsistency. In the unlikely event that Sarina Russo</li> </ol>

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Institute is unable to deliver a course in full, the student will be offered a refund of all the course money paid to date in accordance with Tuition Protection Service (TPS) and the SRI Refund Policy. The refund will be paid within 10 working days of the day on which the course ceased being provided.

5. Under Tuition Protection Service (TPS), the student may be offered enrolment in an alternative course by SRI at no extra cost.. The student will have the right to choose a full refund of course fees, or to accept a place in another course. If placement in another course is chosen, SRI will ask the student to sign a document to indicate acceptance of the placement.

6. This agreement and the availability of grievance and appeals process do not remove the right of the student to take action under Australia’s consumer protection laws.

7. Australia has a reputation as a safe, progressive and dynamic place to study, and we maintain this reputation by providing quality education and consumer protection specifically developed for overseas students. The ESOS Act 2000 and associated legislation is the legal framework governing the responsibility of education institutions towards overseas students. <http://www.aei.gov.au/Regulatory-Information>

#### Refund Fee Table

NOTIFICATION PERIOD	INTERNATIONAL - ENGLISH LANGUAGE Contact: Chief Executive Officer (CEO)	INTERNATIONAL - INTERNATIONAL VET Contact: Chief Executive Officer (CEO)
At any time if visa is refused (proof required) Paid within 28 days of notification by student	Full refund minus an Additional Fee the sum of which shall not exceed \$500*	Full refund minus an Additional Fee the sum of which shall not exceed \$500*
<b>STUDENT CANCELLATION BEFORE COMMENCEMENT DATE</b>		
More than 10 weeks	Full refund minus \$500 fee**	Full refund minus \$500 fee**
More than 4 weeks & up to 10 weeks	30% of tuition withheld	30% tuition withheld plus \$500 fee**
4 weeks or less	50% of tuition withheld (or not greater than 12 wks of full tuition fees) plus \$500 fee**	50% tuition withheld plus \$500 fee**
<b>STUDENT CANCELLATION AFTER COMMENCEMENT DATE</b>		
Week 1 & 2	NO REFUND	70% tuition withheld plus \$500 fee**
From Week 3	NO REFUND	NO REFUND
<b>OTHER</b>		
Student Transfer (Internal) / Deferral / Suspends	\$200 fee applies***	\$200 fee applies***
Student Approved Refund / Cancellation	\$500 fee applies**	\$500 fee applies**
If Sarina Russo Institute cancels a course	Full Refund	Full Refund

\*An Additional Fee in accordance with the Applicable Acts shall total no more than the lesser of:

(a) \$500; or

(b) 5% of the total amount of course money that SRI has received from the student for the course.

\*\*Non-refundable Acceptance of Enrolment Fee (\$250) PLUS a \$250 Cancellation Fee (Total \$500 applies).

\*\*\*\$200 Fee is applicable per approved Transfer/Deferral/Suspension (internal)

#### Note:

• A course commencement date will be taken as the original course commencement date as specified in the student’s first Student Written Agreement. Where a student defers and subsequently cancels refund eligibility will be based on the commencement date specified on the original student written agreement.

• All English courses undertaken by an SRI student will be deemed to be one course, regardless of the start and finish dates.

• Approved refund amounts will be refunded within 28 working days of receipt of a written refund request including all supporting documentation from the person who has entered into a Student Written Agreement.

#### Domestic Students

When an applicant accepts a place offered by virtue of enrolment, Sarina Russo Schools Australia Pty Ltd ABN 39 010 129 325, trading as Sarina Russo Institute, a binding Student Written Agreement between the person/s who entered the agreement and SRI comes into effect subject to the conditions below.

1. This agreement is subject to the laws of the Commonwealth of Australia and the State of Queensland.

2. All refund requests, notifications of cancellations, deferrals or suspensions of

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enrolment must be made in writing using the prescribed form which is available on the SRI Student Portal OR by request through the "Contact Us" link on the SRI Website <http://www.sri.edu.au/about-us/contact-us-general.aspx>

3. A course commencement date will be taken as the original course commencement date as shown on the student's first Student Written Agreement. Where a student defers and subsequently cancels, refund eligibility will be based on original student agreement

4. Any approved refund provision will be paid by SRI to the person/s who has entered into a Student Written Agreement with SRI unless another person has been nominated as the recipient as per the Refund Request Form

5. Where a person who has entered into a contract with SRI does not start the course or cancels their course at any time, SRI will retain the cancellation amounts indicated below. All other funds held by SRI will be refunded within 28 working days of receipt of a written refund request from the person who has entered into a Student Written Agreement with SRI when a Student Request for Refund form is submitted for consideration.

6. No refund is given if a person who has entered into a Student Written Agreement with SRI is expelled by SRI.

7. This agreement in conjunction with the SRI Complaints and Appeals Policy does not remove the right of the student to investigate legal remedies or take action under Australia's Consumer Laws.

Domestic Refund Summary: (Refer below table for more detail)

	<b>Diploma courses</b>	<b>Jobactive sponsored courses</b>	<b>Traineeships / Apprenticeships (Student and Employer fees)</b>	<b>Other / Fee for Service</b>
<b>2+ days before course commencement</b>	Full refund	Full refund	Full refund	90% refund
<b>0-2 days before course commencement</b>	Full refund	Full refund	Full refund	Maximum refund of 25%
<b>After course commencement</b>	<p>&lt; Census date – full refund (VSL Students)</p> <p>&gt; Census date – No refund (VSL Students)</p> <p>Non VSL students – No refund</p>	<p>Course length &lt; 21 days - No refund</p> <p>Course length <math>\geq</math> 21 days - a 14 day cooling off period will apply for each study period a student is enrolled in. No refund applies as of day 8 for each study period.</p>	<p>Student fees- Pro rata refund applies</p> <p>Employer fees - &lt; 30 days - \$200 charge applies &gt; 30 days - \$200 charge applies plus cost of any units commenced</p>	No refund

Domestic Students undertaking a Diploma course funded by an income contingent loan:

Students who are eligible for VET FEE-HELP/VET Student Loan assistance

This section is applicable to domestic students who are Australian citizens or permanent humanitarian visa holders (who are resident in Australia for the duration of the VET unit of study) enrolled in a VET FEE-HELP/VET Student Loan enabled course offered by SRI.

In the event of a student withdrawing from a VET unit of study on or before the census date for that unit of study:

- 100% of tuition fees paid for that unit will be credited to the student loan account; and
- the student will not incur a VET FEE-HELP/VET Student Loan debt.

In the event of a student withdrawing from a VET unit of study after census date for that unit of study:

- no refund is applicable; and/or
- the student will incur a VET FEE-HELP/VET Student Loan debt.

Refunds – students who are not eligible for VET FEE-HELP/VET Student Loan assistance/choosing not to access VET Student Loan assistance / choosing Direct Debit Payment Plans / 3<sup>rd</sup> Party Loan Providers / Fee for Service.

This section is applicable to domestic students who are permanent residents (who are not permanent humanitarian visa holders who are resident in Australia for the duration of the VET unit of study) and New Zealand citizens enrolled in a VET FEE-HELP/VET enabled course offered by SRI and all other non VSL students.

In the event of a student withdrawing from a VET unit of study on or before their course start date for that unit of study, 100% of tuition fees paid for that unit will be refunded to the student.

In the event of a student withdrawing from a VET unit of study after their course start date for that unit of study no refund is applicable.

Payment of Refunds

Refunds will be paid within 28 days of the date of withdrawal.

Special circumstances

A student who withdraws after the census date for a VET unit of study may apply for special consideration in line with the Student Review Procedures for crediting a FEE-HELP Balance

Student Co-contribution fees for VSL Courses

Students who opt to fund their co-contribution fees via Cash Upfront or Direct Debit Payment Plans and withdraw after their first unit of study census date, no refund is applicable on the student co-contribution payments.

**Domestic Students undertaking a Traineeship or Apprenticeship:**

The following relates only to training being conducted as part of a registered State Government Traineeship/Apprenticeship Contract.

1. Student Contribution Fees

In the event that the Training Contract between employer and trainee/apprentice is dissolved before Training has commenced, the Student Contribution Fee will be fully refunded to the Trainee/Apprentice.

In the event that the Training Contract between Employer and Trainee is dissolved at any time after the commencement of training, the Student Contribution Fee will be refunded on a pro rata basis:

- For students who withdraw from a unit of competency once tuition and student support services have commenced, a proportionate refund of the fees paid will be provided to the payer.
- For any competencies where training has not commenced, the fees for these competencies will be fully refunded to the Trainee/Apprentice.

In the event that the Traineeship is completed prior to the nominal completion date and the full qualification is achieved, then no refund will be forthcoming.

Supporting Documents: In the event that the Training Contract between employer and trainee is dissolved at any time and a refund is pursued, official notification of the cancellation from the State Training Authority is required

In the event that the Employer and Trainee wish to terminate Sarina Russo Institute as nominated Supervising Registered Training Organisation, intention to do so must be forwarded in writing with not less than 10 business days' notice.

## 2. Employer Contribution Fees

In the event that the Training Contract between employer and trainee/apprentice is dissolved within 30 days of SRI's Commitment to Train, the fee will be fully refunded with the exception of an Enrolment Fee of \$200.00.

In the event that the Training Contract between employer and trainee/apprentice is dissolved at any time in excess of the first 30 days of SRI's Commitment to Train, then SRI will refund tuition fees on a pro rata basis. The Enrolment Fee will be retained as well as a percentage of the remaining tuition fee for each competency commenced from the date of SRI's Commitment to Train.

In the event that the Employer and Trainee wish to terminate SRI as nominated Supervising Registered Training Organisation within 30 days of SRI's Commitment to Train, the fee will be fully refunded with the exception of the Enrolment Fee of \$200.00.

In the event that the Employer and Trainee wish to terminate SRI as nominated Supervising Registered Training Organisation at any time after the first 30 days of SRI's Commitment to Train, then SRI will refund the tuition fees on a pro rata basis. The Enrolment Fee will be retained as well as a percentage of the tuition fee for each competency completed from the date of SRI's Commitment to Train.

In the event that the Traineeship is completed prior to the nominal completion date and the full qualification is achieved, then no refund will be forthcoming.

In the unlikely circumstance of a course cancellation by SRI, all fees paid on behalf of the trainee will be refunded by SRI.

If the employer has agreed to pay the Student Contribution Fee & it becomes 30 days behind in payment the employer will be contacted in writing by email or letter & given to 2 weeks to pay. If payment is not received within this time period training may be held up. This is permitted under User Choice Policy.

Supporting Documents: In the event that the Training Contract between employer and trainee is dissolved at any time and a refund is pursued, official notification of the cancellation from the State Training Authority is required.

In the event that the Employer and Trainee wish to terminate SRI as nominated Supervising Registered Training Organisation, intention to do so must be forwarded in

writing with not less than 10 business days' notice

**Domestic Students undertaking a course sponsored by a jobactive Provider or a Disability Employment Services Provider:**

**1. Course length  $\geq$  to 21 days in duration**

Where students who are referred and sponsored by a jobactive Provider or a Disability Employment Services Provider to an accredited or non-accredited course which is greater than 21 days in duration, the following is applied:

- The Student will be invoiced for each study period on day Eight (8) of each study period of the course. This allows for a 7 day cooling-off period for each study period
- Cancellations will only be accepted in writing
- SRI must be notified of cancellation prior to 7 business days after commencement of a study period of the course
- If cancellation is requested after the 7 day cooling-off period - no refund is applicable unless compassionate/compelling circumstances.

**2. Course length  $\leq$  to 21 days in duration**

Where students who are referred and sponsored by a jobactive Provider or a Disability Employment Services Provider to an accredited or non-accredited course which is less than 21 days in duration, the following is applied:

- The Student will be invoiced the full amount of the course on the first day of the course
- Cancellations will only be accepted in writing
- SRI must be notified no less than 2 business days prior to the commencement of the course of an enrolment cancellation
- If SRI is notified of enrolment cancellation less than 2 business days prior to commencement of a course the student will incur a service fee of 75% of the full course fee.
- If Student cancels after commencement date - no refund applicable unless compassionate/compelling circumstances apply.

**Domestic Students undertaking all other non Diploma courses (e.g. Fee For Service Certificate / Short Course students):**

STUDENT CANCELLATION PRIOR TO COMMENCEMENT - notification of cancellation more than 2 business days prior to commencement date will receive a refund - of the total course cost less 10% as administration fee

STUDENT CANCELLATION AFTER COMMENCEMENT DATE - No refund

**OTHER** - Including compassionate/compelling circumstance/s (refer point 2 Policy Statement) will receive a refund less an administrative fee equal to 10% of the total tuition value of the remaining units of study.

**Australian Student Tuition Assurance Scheme (ASTAS)**

Sarina Russo Institute (SRI) abides by the Australian Government Standards for RTOs 2015 by holding membership of the ASQA approved Australian Council for Private Education and Training (ACPET) Tuition Assurance Scheme (ASTAS).

If a student, or someone on their behalf, have pre-paid fees of more than AU\$ 1,500 for a course and for any reason SRI is unable to provide a refund or an alternative course, the ACPET ASTAS will provide options for suitable alternative courses or, if this is not

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	<p>possible, the student will be eligible for a refund as calculated by the ACPET ASTAS.</p> <p>In order to be eligible students will be:</p> <ul style="list-style-type: none"> <li>• a citizen or permanent resident of Australia enrolled in approved programs leading to an accredited award</li> </ul>
<b>6. ROLES AND RESPONSIBILITIES:</b>	<p>Quality Unit RTO Finance team</p>
<b>7. EXCEPTIONS TO THIS POLICY:</b>	<p>When a client (in whatever context) signs a contract with SRI, both the client and SRI are bound by the terms and conditions of that contract.</p> <p>For formal contracted courses, any changes to terms and conditions will need to be negotiated between the parties involved (e.g. business based contracts).</p>

<b>Related Standards and Codes</b>	<p>Standards for Registered Training Organisations 2015 – Standard 5</p> <p>National Code of Practice for Registration Authorities and Providers of Education and Training to Overseas Students 2018 (The National Code)</p> <p>ELICOS National Standards</p> <p>National standards for ELICOS providers and courses</p>
<b>Related Legislation:</b>	<p>Australian Consumer Law 2011</p> <p>Higher Education Support Act 2003 (HESA)</p> <p>National Vocational Education and Training Regulator Act 2011</p> <p>The VET Quality Framework consisting of the:</p> <ul style="list-style-type: none"> <li>• Standards for Registered Training Organisations (RTOs) 2015</li> <li>• Australian Qualifications Framework</li> <li>• Fit and Proper Person Requirements</li> <li>• Financial Viability Risk Assessment Requirements, and</li> <li>• Data Provision Requirements.</li> </ul> <p>Education Services for Overseas Students Act 2000 (ESOS Act)</p> <p>The NEAS Quality Assurance (QA) Framework</p>