	Refund Policy for International Students
	Version 1.0
Department: Sarina Russo Institute	Latest Amendment: 07/11/2019

Policy Statement

Sarina Russo Institute (SRI) will comply with all legislative requirements for the provision of refunds to students. 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

Purpose

SRI 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.

Scope

This policy applies to refunds for all international students enrolled in either a VET course or ELICOS course with SRI.

Underpinning Legislation and Contractual Requirements

This Policy is underpinned by the:

- Education Services for Overseas Students Act 2000 (ESOS Act) and any subordinate legislation made under it

Definitions

SRI – Sarina Russo Schools Australia Pty Ltd ABN 39 010 129 325 trading as Sarina Russo Institute (SRI)
[CRICOS Provider Code - 00607B]

ESOS – Education Services for Overseas Students Act 2000

CRICOS – Commonwealth Register of Institutions and Courses for Overseas Students

TPS – Tuition Protection Service

VET – Vocational Education and Training


Weekly tuition fee – the total tuition fees for the course, divided by the number of calendar days in the course, times by seven.

Default period – the number of calendar days from the default day to the end of the period for which fees have been received

Policy

Provider default and student default are covered by the provisions of the Education Services for Overseas Students (ESOS) Act 2000 and this refund policy is subject to the ESOS Act. In the event of an inconsistency between this policy and relevant legislation, the legislation prevails to the extent of the inconsistency

1. Where a student of SRI is determined to be eligible for a refund, it will usually be paid to the student, however if another person is specified in the Student Agreement then it can be paid to the specified person instead.
2. All refund requests, notifications of cancellations, deferrals or suspensions of enrolment must be made in writing via email to Admissions@sri.edu.au

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3. **Student Default**

3.1. Where the student fails to start a course due to their visa being refused, any course fees (both tuition and non-tuition fees) that have been received by SRI will be repaid as shown in the table below at item 1.

3.1.1. The student will be required to provide proof of visa refusal along with their written request for refund.

3.1.2. The student will be required to provide proof of ID (e.g. their passport, or other ID with their signature) to confirm the signature on the refund paperwork.

3.2. If the student does not commence the course, for any reason other than visa refusal, then SRI will provide a refund of tuition fees within four weeks after receiving the written request for refund. The amount refunded will be as shown in the table below at item 2.

3.3. Where the student's visa is refused or cancelled due to the student's failure to start the course at the course location on the agreed starting day, SRI will provide a refund of course fees, within four weeks of the default day, as shown in the table below at item 3.

3.4. Where the student has commenced the course and the student's visa is refused or cancelled due to one of the following reasons;

- the student's withdrawal from the course at that location; or
- the student's failure to pay an amount he or she was liable to pay the provider, either directly or indirectly, in order to undertake the course at that location.

SRI will provide a refund of course fees, within four weeks of the default day, as shown in the table below at item 3.

3.4.1. The student will be required to provide proof of visa refusal along with their written request for refund.

3.4.2. The student will be required to provide proof of ID (e.g. their passport, or other ID with their signature) to confirm the signature on the refund paperwork.

3.5. If the student withdraws from the course and clauses 3.1, 3.2, 3.3, or 3.4 do not apply, then SRI may provide a limited refund of tuition fees as shown in the table below at item 4. If applicable, the refund shall be processed within 4 weeks of SRI receiving the written request for refund.

3.6. Where a student who has entered into a Student Written Agreement with SRI is expelled by SRI, and;

- where the appeals process has been completed; or
- the student has chosen not to access the appeals process; and
- clauses 3.1, 3.2, 3.4 or 3.5 of this policy do not apply; then

SRI will not provide a refund to the student.

4. In the event that a student is dissatisfied with SRI's determination, this policy and the availability of complaints and appeals process do not remove the right of the student to take action under Australia's consumer protection laws.

5. Provider Default

5.1. In the unlikely event that Sarina Russo Institute is unable to deliver a course in full, the student will be offered a refund based on the formula of refund amount = weekly tuition fee x weeks in default period.

5.1.1. In this case the refund will be paid within 14 days of the course ceasing to be provided.

5.2. SRI may also offer the student 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.

5.2.1. If placement in another course is chosen, SRI will ask the student to sign a document to indicate acceptance of the placement.

5.3. In the unlikely event that SRI ceases to deliver a course and is unable to meet their obligations to the student as detailed in this policy, the student will be able to receive a refund through the Tuition Protection Services in the ESOS Act.

6. No Written Agreement

6.1. In the case where course fees were received by SRI and no written agreement was entered into, SRI will provide a refund to the student within 4 weeks of the default day. The refund amount will be the weekly tuition fee multiplied by the weeks in default period.

6.1.1. This is regardless of whether the default is the fault of the student or SRI

Refund Fee Table for International Students:

	INTERNATIONAL - ENGLISH LANGUAGE Contact: Chief Executive Officer (CEO)	INTERNATIONAL - INTERNATIONAL VET Contact: Chief Executive Officer (CEO)
Item 1 – Student fails to start course due to visa refusal		
Student default at any time before, or on the date of, commencement.	Full refund of the course fees received by SRI, minus either 5% or \$500, whichever is lesser	Full refund of the course fees received by SRI, minus either 5% or \$500, whichever is lesser
Item 2 – Student cancellation before commencement date (for reasons other than visa refusal)		
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 weeks of full tuition fees) plus \$500 fee*	50% tuition withheld plus \$500 fee*
Item 3 – Student cancellation after commencement due to visa refusal		
Cancellation is due to one of the reasons in clause 3.3	Amount will be calculated on the following formula: <i>refund amount = weekly tuition fees x weeks in default period***</i>	Amount will be calculated on the following formula: <i>refund amount = weekly tuition fees x weeks in default period***</i>
Item 4 - Student cancellation after commencement date (for reasons other than visa refusal)		
Notified in week 1 or 2	NO REFUND	70% tuition withheld plus \$500 fee*
Notified from Week 3 onwards	NO REFUND	NO REFUND

Other charges

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

*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)

***The *weekly tuition fee* is the total tuition fees for the course, divided by the number of calendar days in the course. The *weeks in default period* is the number of calendar days from the default date to the end of the period to which the payment relates, divided by 7.

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.
- Unless otherwise stated in this Policy, 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.