	Refund Policy – Domestic Non-VSL
	Version 1
Department: Sarina Russo Institute	Latest Amendment: 05/02/2020

Policy Statement

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

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.

Scope

This policy applies to refunds for domestic students studying with SRI and who are not accessing a VET Student Loan.

Underpinning Legislation and Contractual Requirements

This Policy is underpinned by the:

- Standards for Registered Training Organisations (RTOs) 2015
- Competition and Consumer Act 2010
- Queensland Department of Employment, Small Business and Training (DESBT) Pre-qualified Supplier (PQS) Policy 2019–20 for Queensland VET Investment Programs
- Queensland Department of Employment, Small Business and Training (DESBT) User Choice 2017-20 Policy
- Queensland Further Education and Training Act 2014

Definitions

SRI – Sarina Russo Institute

ITECA – Independent Tertiary Education Council Australia

ASTAS - Australian Student Tuition Assurance Scheme

VET – Vocational Education and Training

Direct Debit Payment Plans – The process for students to pay their tuition fees via scheduled authorised debit payments from their bank account / credit card


3rd Party Loan Providers – Where a student chooses to take out a loan with a 3rd party provider to pay for their tuition fees

Trainee or Apprentice – Someone who is employed as a trainee or apprentice under a training contract which has been registered and approved by the relevant State Training Authority

Policy

General Conditions

1. This refund policy is subject to the items stated in the Standards for RTOs 2015, and for traineeships and apprenticeships the DESBT VET PQS Policy and the DESBT User Choice Policy (the Relevant Legislation). In


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	Version 1
Department: Sarina Russo Institute	Latest Amendment: 05/02/2020

the event of an inconsistency between this policy and relevant legislation, the legislation prevails to the extent of the inconsistency

2. All refund requests (with the exception of traineeships/apprenticeships), or notifications of cancellations, deferrals or suspensions of enrolment must be made in writing:
 - By email - qualityunit@sri.edu.au; or
 - By letter – using the below mail address:
 Sarina Russo Institute
 RTO Director
 Level 2, 100 Eagle street
 Brisbane QLD 4000
3. A course commencement date will be taken as the original course commencement date; that is, the first day the student commenced study. Where a student defers and subsequently cancels, refund eligibility will be based on the original course commencement date.
4. Any approved refund provision will be paid by SRI to the student, unless another person has been nominated as the recipient as per the Refund Request Form. If the course fee was paid for by an Agent/Employer, the refund is paid to the Agent/Employer (as relevant).
5. Where a student is eligible for a refund, SRI will provide the refund within 28 working days of receipt of a written refund request, with the exception of trainees and apprentices in Queensland as stated below.
6. No refund is given if a student is expelled by SRI, except where the student is a trainee or apprentice.
7. This policy 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 Australian Consumer Law.
8. Where the student has pre-paid fees to the value of \$1,500 or more, and in the unlikely event that Sarina Russo Institute is unable to deliver a course in full, SRI will either;
 - place the student into an equivalent course that is in a location close to where the student had been enrolled in, and the student will receive the full services for which they had pre-paid and at no additional cost to the student; or
 - pay a refund of any prepaid fees for services yet to be delivered

Domestic students undertaking a Diploma, who are not accessing a VET Student Loan

1. In the event of a student withdrawing from a VET unit of study on or before the start date for that unit of study, 100% of tuition fees paid for that unit will be refunded to the student. Refunds will be paid within 28 days of the date of withdrawal.
2. In the event of a student withdrawing from a VET unit of study after the start date for that unit of study no refund is applicable.
3. Special circumstances - A student who withdraws after commencing a VET unit of study may apply for a refund based on special circumstances. Information on what constitutes special circumstances can be found in the [Re-crediting of FEE-HELP debt](#) policy.

	Refund Policy – Domestic Non-VSL
	Version 1
Department: Sarina Russo Institute	Latest Amendment: 05/02/2020

Domestic students undertaking a traineeship or apprenticeship:

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

Cancellation, or cancellation of enrolment, can mean any of the following;

- Cancellation of the Training Contract between the employer and apprentice/trainee; or
- A change of an elective unit of competency; or
- Where SRI is no longer the nominated Supervising Registered Training Organisation for the apprenticeship/traineeship

In the event that the Training Contract between employer and trainee is cancelled at any time prior to completion of the apprenticeship/traineeship, official notification of the cancellation from the State Training Authority is required.


For trainees and apprentices in Queensland who's training is funded through User Choice or the Certificate 3 Guarantee, refunds will be provided by SRI without the student being required to submit a written request. SRI will provide a refund within 28 days of receiving notification that cancellation of enrolment has occurred. This notification can be provided by the trainee/apprentice, the employer, or the State Training Authority.

Student Contribution Fee for traineeships/apprenticeships

1. Where the Student Contribution Fee for a traineeship/apprenticeship is paid by someone other than the trainee/apprentice, any applicable refund will be provided to the person who paid the student contribution fees.
2. In the event that the trainee/apprentice enrolment is cancelled before training has commenced, the Student Contribution Fee will be fully refunded to the trainee/apprentice.
3. In the event that the trainee/apprentice enrolment is cancelled at any time after the commencement of training, the Student Contribution Fee will be refunded to the trainee/apprentice on a pro rata basis:
 - Where a trainee/apprentice withdraws from a unit of competency once tuition and student support services have commenced, SRI will provide a refund of fees for any training that was not delivered in the incomplete unit(s) of competency.
 - For any competencies where training has not commenced, the fees for these competencies will be fully refunded.
4. In the event that the traineeship/apprenticeship is completed prior to the nominal completion date and the full qualification is achieved, no refund will be provided by SRI.

Employer Contribution Fee for traineeships/apprenticeships

1. In the event that the trainee/apprentice enrolment is cancelled within 30 days of SRI accepting the trainee/apprentice, the Employer Contribution Fee will be fully refunded with the exception of an Enrolment Fee of \$200.00.
2. In the event that the trainee/apprentice enrolment is cancelled at any time after the first 30 days of SRI accepting the trainee/apprentice, SRI will retain the Enrolment Fee of \$200.00. SRI will refund the Employer Contribution Fee on a pro rata basis.
 - Refunds are determined based on the apprentice/trainee's progression through the apprenticeship/traineeship.
 - Refund amount = total remaining incomplete competencies (example below)
If 70% of the competencies have been completed, refund = 30% of the Employer Contribution Fee

	Refund Policy – Domestic Non-VSL
	Version 1
Department: Sarina Russo Institute	Latest Amendment: 05/02/2020

3. Where the employer and trainee/apprentice wish to terminate Sarina Russo Institute as the nominated Supervising Registered Training Organisation, the employer must provide written advice to SRI with at least 10 business days' notice. If notice is received outside of this period then, for determining any applicable employer refund, the cancellation of enrolment will be 10 business days from the date SRI received the employer's written advice
 - For traineeships/apprenticeships in Queensland, where notification is received from the STA the effect date for the change of SRTO provided by the STA will be the date of cancellation of enrolment
4. In the event that the Traineeship is completed prior to the nominal completion date and the full qualification is achieved, no refund will be provided by SRI.
5. In the unlikely circumstance of a course cancellation by SRI, employer contribution fees and/or fees paid by the employer on behalf of the trainee/apprentice, will be refunded by SRI. This will be on a pro-rata basis and in line with the Domestic Refund Table on page 5

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

Course length is 21 days, or longer, 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 equal to, or greater than, 21 days in duration, the following is applied:

- The Student will be invoiced for each study period on day 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.

Course length is less than 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 any other course:

1. Student cancellation prior to commencement – Where notification of cancellation is received by SRI more than 2 business days prior to commencement date will receive a refund of the total course cost, less 10% as an administration fee.
2. Student cancellation on commencement date, or 2 or less days prior to commencement – Where notification of cancellation is received by SRI on the commencement date, or 2 or less days prior to the

commencement date, SRI will provide the student with a refund of no greater than 25% of the total course cost.

3. Student cancellation after commencement date of a unit of study - No refund for that unit of study will be provided to the student where they cancel after the commencement date of the unit of study.
4. For the points 2 and 3 above, where there are special circumstances SRI will provide a refund less an administrative fee equal to 10% of the total tuition value of the remaining units of study. Information on what constitutes special circumstances can be found in the [Re-crediting of FEE-HELP debt](#) policy.

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

Notification given	Diploma courses	Jobactive sponsored courses	Traineeships / Apprenticeships (Student and Employer fees)	Other / Fee for Service
2+ days before course commencement	Full refund	Full refund	Full refund	90% refund
0-2 days before course commencement	Full refund	Full refund	Full refund	Maximum refund of 25%* * except where special circumstances apply
After course commencement	No refund for any units of study which have been commenced* * except where special circumstances apply	Course length < 21 days - No refund Course length >= 21 days – an 7day 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.	<u>Student fees</u> Pro rata refund applies <u>Employer fees</u> less than 30 days - \$200 charge applies, otherwise full refund 30 days or greater - \$200 charge applies, incomplete competencies will be refunded	No refund* * except where special circumstances apply