

# Russo Business School Fees Refund Policy

## Scope and Purpose

This policy and procedure applies to all staff and students of Russo Business School Pty Ltd ABN 34 601 105 319 trading as Russo Business School (RBS) (CRICOS Provider Code – 03441F).

Russo Business School charges tuition fees to international and domestic students admitted into its academic courses and programs. Tuition fees are reviewed annually, approved by the Board of Directors and registered with the Commonwealth Register of Institutions and Courses for Overseas Students (CRICOS). Fees and charges other than tuition fees, such as the Student Services and Amenities Fee, and mandatory Overseas Health Cover are administered outside of this policy.

Russo Business School acknowledges that there may be instances when a student is entitled to a refund (including students who are eligible for FEE-HELP assistance). Requests for refunds may incur a fee (refer to **Fees Refund Table** below).

Refunds will be issued where the refund request has satisfied the relevant requirements (as outlined below).

## Definitions and Abbreviations

**Act** is the *Higher Education Support Act, 2003*.

**Administration Fee** is a fee imposed in the event that a student cancels prior to the commencement of the course.

**Australian Applicant** is an Australian citizen, a permanent resident or the holder of a permanent humanitarian visa.

**Appeal** is a response to a decision made on a particular matter.

**Appellant** is a person lodging an appeal.

**Census Date** is the date on which a student's enrolment in a subject is taken to be finalised.

**Commencement Date** is the date of the course that is listed in the most recent *Letter of Offer* that has been signed by the student and returned by the student.

**Commencement Deposit** is payment equivalent to one teaching (or study) period (regardless of how many teaching/study periods are included in a full course of study). The Commencement Deposit must be paid at the time of accepting the Letter of Offer. Only applicable to International students.

**Commencing Student** is a student admitted for the first time in a particular course, and who was not enrolled in another course at Russo Business School in the previous study period

**Commonwealth assisted student** has the meaning given by the *Higher Education Support Act, 2003*.

**Compassionate and or Compelling circumstances** are considered to be beyond the control of a student and have an impact upon the student's course progress or wellbeing. These could include, but are not limited to:

- serious illness or injury, where a medical certificate states that the student was unable to attend classes;
- bereavement of close family members such as parents, siblings or grandparents (where a death certificate should be provided);
- major political upheaval or natural disaster in the home country requiring emergency travel and this has impacted on the student's studies;
- a traumatic experience, which has impacted the student (these cases should be supported by police or psychologists' reports), which could include an involvement in, or witnessing of, an accident; or being the victim of, or witnessing, a crime; or

- inability to begin studying on the course commencement date due to a delay in receiving a student visa.

*Please note that the above are only some examples of what may be considered to be defined as 'compassionate and or compelling circumstances'. Each request will be assessed individually based on the information, and any relevant documentary evidence, provided.*

**Complainant** is a person lodging a complaint.

**Complaint** is taken to mean a dissatisfaction with an aspect of a student's studies, student life, the institution or the institution's environment.

**Continuing Student** is a student who is continuing their course enrolment from a previous study period, or a student who was enrolled in another course at Russo Business School in the previous study period.

**Course** is an appropriate suite and sequence of subjects that meets the requirements and specifications of the relevant level of the *Australian Qualifications Framework AQF 2<sup>nd</sup> ed, 2013* and which leads to the conferral of an award. For example, a Diploma of Business.

**HELP** means Higher Education Loan Program and has the meaning given by the *Higher Education Support Act, 2003*

**International Applicant** is an applicant who does not hold citizenship of Australia or New Zealand, Australian permanent residence status or a permanent visa. The language of instruction at Russo Business School is English. International students must demonstrate a suitable level of English language proficiency before being admitted to a Russo Business School course.

**National Code** has the meaning given by the *Australian National Code of Practice for Providers of Education and Training to Overseas Students 2018*.

**Payment Due Date** is the date on which continuing students must make payment of tuition fees in full.

**Respondent** is a person responding to a complaint or appeal.

**Student contribution amount** has the meaning given by the *Higher Education Support Act, 2003*.

**Subject** is a unit of study that focuses on the development of knowledge, skills and the application of knowledge and skills in a given content area in accordance with the requirements and specifications of the *Australian Qualifications Framework AQF 2<sup>nd</sup> ed, 2013*. A subject may form part of a course.

**AQF** – Australian Qualification Framework

**ASTAS** - Australian Student Tuition Assurance Scheme

**CRICOS** – Commonwealth Register of Institutions and Courses for Overseas Students

**ELP** - English Language Proficiency

**ESOS** - Education Services for Overseas Students

**DHA** – Department of Home Affairs

**TPS** – Tuition Protection Service

***Who can apply for a refund***

1. A person can apply in writing for a refund if they are an enrolled student of Russo Business School.
2. Request for a refund must be accompanied by the official Application for Refund Form and the required evidence. The application will not be considered or proceed until all is received.
3. A person is an enrolled student of the Russo Business School whether they are a Domestic or International student.
4. Russo Business School will issue a Confirmation of Enrolment (CoE) to an International Student if the person has:
  - a) Signed an acceptance and returned the Letter of Offer issued by Russo Business School; and
  - b) Completed all other actions required to finalise their enrolment (including payment of the relevant fees, signing the Terms of Agreement and satisfying any relevant conditions), as advised in the Letter of Offer.
5. For the avoidance of doubt:
  - a) the date of enrolment is the date the active CoE was issued;
  - b) the commencement date of the course is the date listed in the most recent Letter of Offer that has been signed by the student and returned by the student.
  - c) the student does not need to have attended registration before they are considered as “enrolled”;
  - d) a person who has signed and returned the Letter of Offer but has not completed all other actions required to complete their enrolment is assigned the status of “PENDING”;
  - e) The date of receipt of your application is deemed to be the date on which the completed official Application for Refund Form and all supporting documentation is received.
  - f) For a student returning home, they are to nominate an overseas bank account for the purpose of the refund.  
and
  - g) the student can nominate an appropriate person to have authority to apply for a refund on their behalf, subject to any requirements that Russo Business School may have.
6. Russo Business School will determine any applicable refund amounts in accordance with the **Fees Refund Table** indicated below.
7. The Executive Dean or nominee upon review for an Application for Refund, along with the associated evidence, will provide the initial decision for approving or declining a refund. Where a student is not happy with the initial decision, the student has the right to appeal (refer to the appeals process as outlined in this document).

***Fees Refund Table***

(amounts shown are inclusive of GST and in Australian dollars)

At any time if visa is refused (proof required)	Full refund minus the lesser of the following amounts: a) 5% of the amount of the course fee received by the provider in respect of the student before default day OR b) \$500 Administration Fee (paid within 28 days of lodgement)
<b>STUDENT REQUEST FOR FEE REFUND FORM LODGED UP TO COMMENCEMENT DATE</b>	
Refund application lodged prior to commencement date	Full refund minus a \$500 Administration Fee
<b>STUDENT REQUEST FOR FEE REFUND FORM LODGED AFTER COMMENCEMENT DATE</b>	
Anytime after commencement Date, but prior to Census Date.	Full refund minus a \$500 Administration Fee

Any time after Census Date	NO REFUND except in compassionate and or compelling circumstances.
If Russo Business School cancels a course (provider default)	International student refer section 13 of this policy. Domestic student refer to section 15 of this policy.

8. In the event any enrolled student does not commence study in a deferred course, any refund entitlement will be calculated in accordance with the **Fees Refund Table** indicated above.
9. At any time an International student has been refused a student visa to study in Australia a full refund minus an Administration Fee will be paid within 28 days. Evidence is required to action the refund.
10. Any approved refund amount will be paid by Russo Business School in the same currency in which the fees were paid.
11. No refund is given to a student if that student is expelled by Russo Business School.
12. This *Fees Refund Policy*, in conjunction with the Russo Business School *Complaints and Appeals Policy*, does not remove the right of the student to investigate legal remedies or take action under Australia's consumer laws.

### **International Students**

13. No refund is given if an international student has their visa cancelled by the Australian Department of Home Affairs (DHA) whilst they are currently enrolled and undertaking studies at Russo Business School.
14. Provider default is covered by the provisions of the *Education Services for Overseas Students (ESOS) Act 2000* and the *ESOS Regulations 2001*. In the unlikely event that Russo Business School is unable to deliver a course in full, students enrolled in the course will be offered a refund of their fees they have paid to date, in accordance with the Tuition Protection Service (TPS) and this *Fees Refund Policy*, or students may be offered enrolment in an alternative course.
15. This *Fees Refund Policy*, in conjunction with the Russo Business School *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 Students**

16. In the unlikely event that Russo Business School is unable to offer a course of study, due to provider default, students will be notified in writing and will be given the option to:
  - transfer their enrolment to another course within the Russo Business School or to another study period; or
  - be offered a place in a similar course of study leading to a comparable award with another nominated institution, within the provision of the Australian Student Tuition Assurance Scheme (ASTAS), which ensures that any enrolled student affected is relocated efficiently and with minimal disruption to a comparable course with another member or approved provider; or
  - request a refund re-crediting of any balance of pre-paid tuition fees; (including under FEE-HELP) for those subject(s) not yet completed and/or commenced.

In order to be eligible the student must be:

- a) a citizen or permanent resident of Australia; and
  - b) enrolled in approved programs leading to an accredited award.
17. In the event of a student withdrawing from a unit of study on or before the census date for that unit of study:
    - a) 100% of tuition fees paid for that unit will be refunded to the student; and
    - b) the student will not incur a FEE-HELP debt.
  18. Refunds or remission of FEE-HELP debt will not be made after the applicable census date, other than in those special circumstances defined by the Higher Education Support Act 2003.

19. All applications for a refund of fees or remission of FEE-HELP debt must be submitted on the appropriate application form to the Russo Business School and must be accompanied by supporting documentary evidence

### ***Appeals***

Where a student is not satisfied with a decision made in relation to this Student Fee Refund Policy, they have the right to lodge an appeal in accordance with the Russo Business School *Student Complaints and Appeals Policy and Procedures*.

Appeals must be made within 28 days of receiving notification of the decision, and must be made in writing to the Executive Dean of Russo Business School.

Should the student not be satisfied with the decision, they can lodge a written appeal to the Russo Business School's Student Appeals and Grievance Committee with 14 days of the date of notification by the Executive Dean. In the case of an appeal, against any initial decision made by the Executive Dean, there are provisions in the terms of reference (TOR) and membership of the Russo Business School Student Appeals and Grievance Committee, for the initial decision to be reviewed by a more senior staff member of Russo Business School. For example, in the case of application for student refund, this senior staff member would be the CEO of Russo Business School.

Russo Business School will normally notify the student of the outcome of an Appeal within 14 days of receiving the request.

### ***External Appeal***

Where the student is not satisfied with the outcome of the Russo Business School's Student Complaints and Appeals Committee, the student may pursue the external appeals process under the Student Complaints and Appeals Policy; point 14 "External Appeal".

