



International Refund Policy



Purpose

The purpose of this policy is to ensure that potential students, current students, education agents are provided accurate, timely and sufficient information regarding refunds associated with Kirana Education’s products.

Responsibility

Responsibility (R)	Accountability (A)	Consult (C)	Inform (I)
Student Admissions	Director International Education PEO Chief Financial Officer	Chief Financial Officer	Quality Assurance

Applicable Legislation

- National Code of Practice for Registration Authorities and Providers of Education and Training to Overseas Students 2007
- ESOS Act
- ESOS (Calculation of Refund) Specification 2014
- SRTO 2015 – Clauses 5.2,5.3,7.3

Related Policies/Procedures

- International Marketing and Advertising Checklist V2
- International Marketing Policy V2
- International Marketing Procedure V1
- International Conditional Letter of Offer
- International Letter of Offer and Acceptance
- International Student Application Form
- Domestic Student Fees and Refund Policy V6

Reference

Standard 2 – Student engagement before enrolment

- 2.1 Prior to accepting a student, or an intending student, for enrolment in a course, the registered provider must provide, in print or through referral to an electronic copy, current and accurate information regarding the following:
- a) the requirements for acceptance into a course, including the minimum level of English language proficiency, educational qualifications or work experience required and whether course credit may be applicable
 - b) the course content and duration, qualification offered if applicable, modes of study and assessment methods
 - c) campus locations and a general description of facilities, equipment and learning and library resources available to students
 - d) details of any arrangements with another registered provider, person or business to provide the course or part of the course
 - e) indicative course-related fees including advice on the potential for fees to change during the student’s course and applicable refund policies
 - f) information about the grounds on which the student’s enrolment may be deferred, suspended or cancelled
 - g) a description of the ESOS framework made available electronically by DEEWR, and
 - h) relevant information on living in Australia, including:
 - i. indicative costs of living;
 - ii. accommodation options; and
 - iii. where relevant, schooling obligations and options for school-aged dependants of intending students, including that school fees may be incurred.



International Refund Policy



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Kirana Education will charge a range of fees and charges for programs and courses based on government contractual requirements and cost of running the course.

Students will be made aware of the fees payable for their chosen course prior to enrolment through the pre enrolment information. Students are required to pay any applicable fees at enrolment in order to finalise their application into their chosen course.

Students are required to accept the terms and conditions set out in the student enrolment form and supporting information prior to or concurrently with payment of their fee.

Students may request a copy of their signed Student Enrolment Form acknowledging the terms and conditions there within prior to commencing the program or course.

Enrolment is not complete until fees are paid or a payment plan is entered into.

With the exception of granting RPL and/or credit transfer, there is no provision for a student to reduce their course duration from the dates shown on their enrolment form/training plan.

Kirana Education will not issue any qualification prior to the full payment of any fees and charges applicable to that program or course. The company may at its discretion vary this condition.

Kirana Education reserves the right to suspend or cancel training in the event that the student fails to pay any part of the course fee as and when it becomes payable.

Student Default

Any student wanting to request a refund for whatever reason must do in writing and within **14 days** of the incident taking place, or whatever the reason may be.

Application for a refund must be made in writing and addressed to the PEO, clearly stating the reason for the cancellation.

Registration fees, student resources fees, administration fees and fees paid to education agents are non refundable.

A full refund of the course fees will be given by the RTO only up to twenty eight (28) days prior to the nominated course commencement date. If less than twenty eight (28) days notice is given of the intention to withdraw from the course then a 50% refund will be given. If you fail to commence with or without notifying the RTO, no refund will be available except in special circumstances.

“Special circumstances” under which a refund will be considered and which are beyond the students control:

- In the case of serious illness – verified by a medical certificate
- Family or personal tragedy
- Acts of God
- Acts of Government authorities, for example where the student is prevented from commencing studies in the agreed course of study.
- Where a students Visa has not been granted



International Refund Policy



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The RTO agrees to refund monies less deductions as per the [ESOS \(Calculation of Refund\) Specification 2014](#), if the student on receiving an official Letter of Offer from the RTO is then unsuccessful in gaining a Student Visa.

If required / or the RTO agrees to refund monies paid, it will do so within 4 weeks of receiving written application for refund. The refund will include all course fees paid (less the registration fee, student kit, fees paid to education agents).

If a student withdraws from a course of study after commencing, for any reason outside those specified under “Special Circumstances” no refund will be given, and the student will be held liable for any unpaid fees as a result of the withdrawal.

The RTO agrees to refund all monies paid, where the course of study has been cancelled prior to commencement in accordance with the scheduled commencement date. In such cases, payment will be made within 2 weeks (14 days). All monies paid shall be refunded in full.

The RTO will provide the student with a written statement detailing how the amount of the refund has been calculated. All refunds will be paid to the person who enters into the contract with the RTO (the Student) unless they provide written direction to the provider to pay the refund to someone else. Under no circumstance will the refund be paid to an education agent. All refunds will be paid in the currency in which the fees were paid.

Note: This agreement, and the availability of complaints and appeals processes, does not remove the right to take action under Australia’s consumer protection laws. The RTO’s dispute resolution processes do not circumscribe the student’s rights to pursue other legal remedies.

Provider Default

In the unlikely event that Kirana College is unable to deliver the course in full, you will be offered a refund of all the course money you have paid to date. The refund will be paid to you within 2 weeks of the day on which the course ceased being provided.

Alternatively, you may be offered enrolment in an alternative course at no extra cost to you.

You have the right to choose whether you would prefer a full refund of course fees, or to accept a place in another course. If you choose placement in another course, we will ask you to sign a document to indicate that you accept the placement.

If the RTO is unable to provide a refund or place you in an alternative course our Tuition Assurance Scheme (TAS) ACPET – OSTAS will place you in a suitable alternative course at no extra cost to you.

Finally, if the ACPET – OSTAS cannot place you in a suitable alternative course, the ESOS Assurance Fund Manager will attempt to place you in a suitable alternative course or, if this is not possible, you will be eligible for a refund as calculated by the Fund Manager.

Student complaints about fees or refunds

Students who are unhappy with Kirana Education arrangements for the collection and refunding of tuition fees are entitled to lodge a complaint. This should occur in accordance with Kirana Education complaints policy and procedure.

Calculation of Refund

As per the [ESOS \(Calculation of Refund\) Specification 2014](#), the following calculations for refunds are referenced:

1. Weekly Tuition Fee

The weekly tuition fee in relation to a course provided or to be provided by a registered provider to a student means the tuition fee calculated as follows (round to nearest whole dollar):

- **Weekly tuition fee** = [total tuition fees for the course DIVIDED BY number of calendar days in the course] MULTIPLIED BY 7



International Refund Policy



2. *Weeks in default period*

Relates to the course during which a Kirana or a student defaulted and for which Kirana received payment of tuition fees in respect of the student (round to nearest whole number):

- **Weeks in default period** = number of calendar days from the default day to the end of the period to which the payment relates DIVIDED BY 7

3. *Provider default*

Should Kirana default in the delivery of a program, the refund amount of tuition fees are calculated as follows:

- **Refund amount** = weekly tuition fee MULTIPLIED BY weeks in default period

4. *Provider does not enter into compliant student default agreement*

This section applies if Kirana is required to provide a refund to a student under section 47E of the Act because the provider has not entered into an agreement with the student that meets the requirements of section 47B of the Act – calculated as follows:

- **Refund amount** = weekly tuition fee MULTIPLIED BY weeks in default period

5. *Visa refusal*

The section applies if a student was refused a student visa and the student was unable to start the course on, or withdrawal from the course on or before, the agreed starting day.

The amount of a refund is the amount of course fees (tuition fees PLUS the non-tuition fees received), MINUS the lesser of the following amounts:

- 5% of the amount of course fees received by Kirana before the default day; OR
- \$500

6. *Other student default*

This section student defaults and Sections 8 & 9 of the ESOS (Calculation of Refund) Specification 2014 does not apply.

This section would apply where applies if a student whose visa has been refused has withdrawn from the course **after** it commenced, or has failed to pay an amount he or she was liable to pay in order to undertake the course, calculated as follows:

- **Refund amount** = weekly tuition fee x weeks in default period.



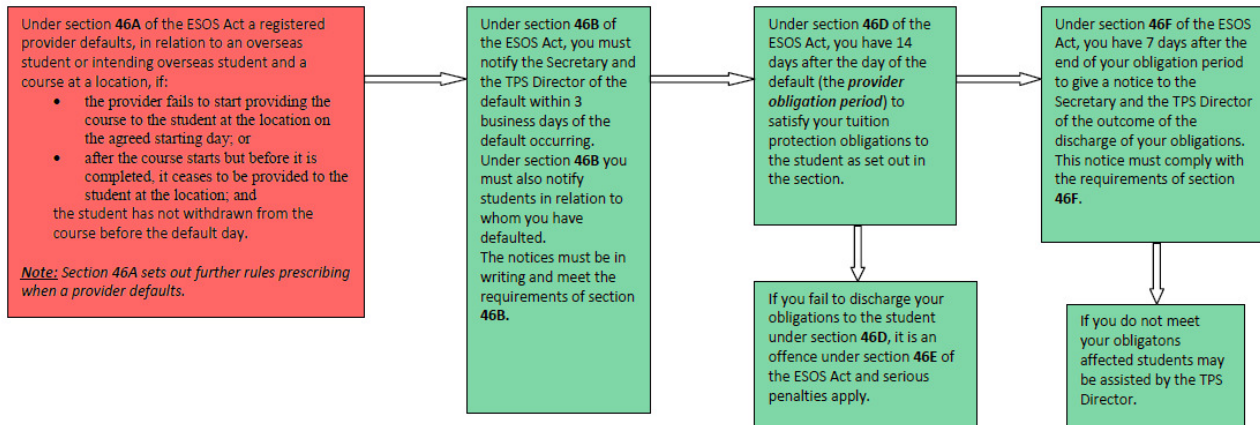
International Refund Policy



Timeframes - TPS Levy

PROVIDER DEFAULT - PART 5, DIVISION 1, SUBDIVISION A OF THE ESOS ACT

Provider Default – Part 5, Division 1, Subdivision A of the ESOS Act



The following steps outline the TPS process if a provider default occurs:

Step 1 - Provider default occurs

Under section 46A of the ESOS Act a registered provider defaults, in relation to an overseas student or intending overseas student and a course at a location, if:

- the provider fails to start providing the course to the student at the location on the agreed starting day; or
- after the course starts but before it is completed, it ceases to be provided to the student at the location; and the student has not withdrawn from the course before the default day.

Note: Section 46A sets out further rules prescribing when a provider defaults.

Step 2 - Notifying the Secretary, the TPS Director and students

- Under section 46B of the ESOS Act, you must notify the Secretary and the TPS Director of the default within 3 business days of the default occurring. Under section 46B you must also notify students in relation to whom you have defaulted.
- The notices must be in writing and meet the requirements of section 46B.

Step 3 - Provider obligation period

- Under section 46D of the ESOS Act, you have 14 days after the day of the default (the provider obligation period) to satisfy your tuition protection obligations to the student as set out in the section.
- If you fail to discharge your obligations to the student under section 46D, it is an offence under section 46E of the ESOS Act and serious penalties apply.

Step 4 - Notification of the outcome- discharge of obligations

- Under section 46F of the ESOS Act, you have 7 days after the end of your obligation period to give a notice to the Secretary and the TPS Director of the outcome of the discharge of your obligations. This notice must comply with the requirements of section 46F.
- If you do not meet your obligations affected students may be assisted by the TPS Director.



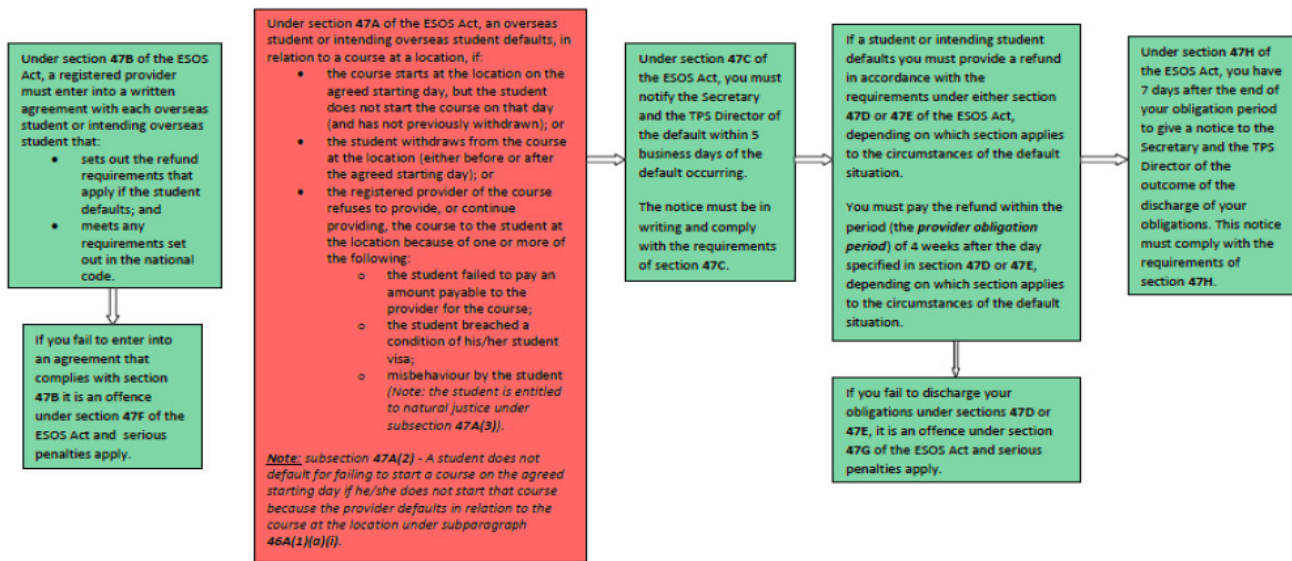
International Refund Policy



Note: The Step by Step process described above is for guidance purposes only and to the extent that it is inconsistent with the Education Services for Overseas Students Act (the ESOS Act) 2000 the ESOS Act prevails. Providers should not rely on this Step by Step process description alone and must read the requirements in the ESOS Act.

STUDENT DEFAULT - PART 5, DIVISION 2, SUBDIVISION B OF THE ESOS ACT

*Student Default – Part 5, Division 2 Subdivision B of the ESOS Act **



The following Steps outline the TPS process in a case of a **student default**:

Under section 47B of the ESOS Act, a registered provider must enter into a written agreement with each overseas student or intending overseas student that:

- sets out the refund requirements that apply if the student defaults; and
- meets any requirements set out in the national code.

If you fail to enter into an agreement that complies with section 47B it is an offence under section 47F of the ESOS Act and serious penalties apply.

Step 1 -Student default occurs

Under section 47A of the ESOS Act, an overseas student or intending overseas student defaults, in relation to a course at a location, if:

- the course starts at the location on the agreed starting day, but the student does not start the course on that day (and has not previously withdrawn); or
- the student withdraws from the course at the location (either before or after the agreed starting day); or
- the registered provider of the course refuses to provide, or continue providing, the course to the student at the location because of one or more of the following:
 - o the student failed to pay an amount payable to the provider for the course;
 - o the student breached a condition of his/her student visa;
 - o misbehaviour by the student (Note: the student is entitled to natural justice under subsection 47A(3)).



International Refund Policy



Note: subsection 47A(2) - A student does not default for failing to start a course on the agreed starting day if he/she does not start that course because the provider defaults in relation to the course at the location under subparagraph 46A(1)(a)(i).

Step 2 - Notifying the Secretary and the TPS Director

To meet Tuition Protection Service (TPS) reporting obligations, providers only need to report on whether they have provided a refund to a student in two cases of student default:

- where a student's visa is refused, even if there is a compliant written agreement in place
- where there is no compliant written agreement in place.

Step 3 - Provider obligation period

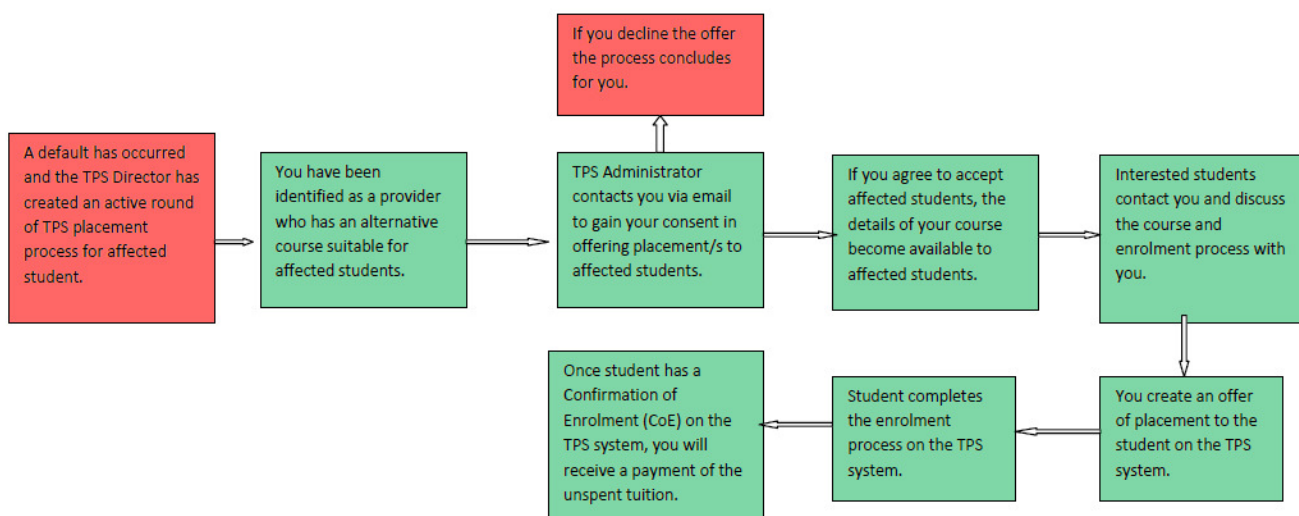
- If a student or intending student defaults you must provide a refund in accordance with the requirements under either section 47D or 47E of the ESOS Act, depending on which section applies to the circumstances of the default situation.
- You must pay the refund within the period (the provider obligation period) of 4 weeks after the day specified in section 47D or 47E, depending on which section applies to the circumstances of the default situation.

Step 4 - Notification of the outcome - discharge of obligations

- If you fail to discharge your obligations under sections 47D or 47E, it is an offence under section 47G of the ESOS Act and serious penalties apply.
- Under section 47H of the ESOS Act, you have 7 days after the end of your obligation period to give a notice to the Secretary and the TPS Director of the outcome of the discharge of your obligations where the provider is required to provide a refund under 47E. (i.e. where there is no written agreement in place and also in cases of visa refusal, whether there is a written agreement in place or not). This notice must comply with the requirements of section 47H.

Note: The Step by Step process described above is for guidance purposes only and to the extent that it is inconsistent with the Education Services for Overseas Students Act (the ESOS Act) 2000 the ESOS Act prevails. Providers should not rely on this Step by Step process description alone and must read the requirements in the ESOS Act.

PROVIDERS' ROLE IN THE TPS PLACEMENT PROCESSES





International Refund Policy



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