



Student Refund Policy and Procedure

1. Purpose

The Empyrean Education Institute's Refund and Cancellation Fee Policy covers how refund and cancellation fees are calculated in the event of student default or Empyrean default.

2. Objective of the Student Refund Policy and Procedure

- a. All students enrolling to study at Empyrean will be provided the refund and cancellation fee policy within their offer letter to read and sign at the point of enrolment. The policy describes the student default and terms and conditions for the refund of student fees and is downloadable from the Empyrean website.
- b. This procedure applies to all students who have accepted study at Empyrean and to staff responsible for the delivery of training and assessment services and the provision of student administration and support.
- c. Empyrean will not accept student enrolments without a signed offer letter.

3. Default

The following default conditions are applicable to Empyrean policy in accordance with the Education Services for Overseas Students Act 2000:

a. Provider:

In any unlikely event of Empyrean defaults, Empyrean will provide you following within 14 days of default:

- Empyrean arranges you an alternative place with another course provider.
- Provide you for the unused proportion of tuition fee.

b. Student:

- The course starts on the agreed day but the student does not start on that day (and has not previously withdrawn); or
- The student withdraws from the course (either before or after the start date); or
- The provider refuses to provide or continue to provide the course to the student because of one or more of the following;
 - i. the student failed to pay an amount he/she was liable to pay, directly or indirectly, in order to undertake the course;
 - ii. the student breached a visa condition;
 - iii. Misbehaviour by the student.

4. Refund Fee

- The calculation applied for the fees paid in advance
- All requests for refunds must be in writing.
- All refunds will be paid within 4 weeks of receiving written claim.



- Students will receive a statement explaining the outcome of the refund application and how the refund is calculated.
- The \$230 NON Refundable application fee will not be refunded in any event under this Policy.

5. Cancellation Fee

Where a course of study is cancelled before the completion date, Empyrean will calculate the cancellation fee as per the table on the policy. Please refer to the cancellation policy for detailed information.

6. Payment of refunds

Refunds will be paid into the student's nominated account as per the refund authorisation form. If the student has paid their fees via an education agent, with the student's consent and knowledge the refund will be paid to his/her agent who will then pass the refund onto the student.

7. Visa Refusal

All fees will be refunded less pro-rata of tuition fee used calculated on a weekly basis, except the NON REFUNDABLE registration fee of \$230. Proof of Visa refusal must be provided. No refund will be given on fees if a Visa is cancelled due to breach of Visa conditions by the student.

8. Withdrawal from Course

If a student wants to cancel their enrolment and withdraw from their course, they must submit a written notice of cancellation to Empyrean. A verbal notice to an Empyrean staff member or agent does not constitute as providing written notice under this policy. A withdrawal request is complete only once the student has provided their request in writing and signed a student course variation form, and all required evidence has been submitted.

9. Other Circumstances

- If Empyrean cancels a course that a student is enrolled Empyrean will offer a full refund of all paid fees (except the NON REFUNDABLE registration fee of \$230) or offer enrolment into a similar course of study if applicable.
- If a student has their enrolment cancelled due to misbehaviour or breach of enrolment there will be no refund.
- In the situation that a student is granted permanent residency after their fees are due or after the commencement of their course, the student must complete the current study period on a full-fee basis as per their offer letter. The student may apply to study the subsequent term as a local student and will have their fees revised pro-rata at the local student rate.
- If the student is withdrawing as the student is no longer holder of student visa, the cancellation fee will be applicable

10. Procedure

- Prior to issuing a Confirmation of Enrolment, the Admissions Department will ensure that the offer letter with the refund policy is completed and signed by the student.
- Once signed, processing of the students enrolment can continue. The signed offer letter is to be placed in the student's file.
- If on receipt of the student's contract the student offer letter has not been signed, the student is to



be contacted and advised that enrolment will not proceed.

11. General Information

- All requests for refunds are subject to approval by the Managing Director.
- All requests for refund of any monies must be made in writing to the Empyrean Administration.
- Approved refunds may be transferred to another institution or sent to the student's home country as requested.
- Where the Institute is unable to deliver the course for which the student has enrolled, the full amount of fees paid will be refunded.
- Students can apply for a refund at any time, but must allow enough time to the Institute to process the application. The Institute will approve/reject the request for refund within 2 weeks after receiving the written request, and will notify the outcome within 2 weeks after the decision is made.
- Payment of refunds will be returned to the person entered into the contract (signed application form with refund policy terms and conditions), unless notified in writing by this person, within 2 weeks after the decision is made, in the currency that fees were originally paid.

The refund and cancellation fee calculation is based on the table below.

Reason for Refund/Cancellation Fee	Notification Period	Refund	Cancellation Fee
Application for visa is unsuccessful	Before term commences or commencement of course	Full refund less \$500 administration fee	\$500 administration fee
Student Defaults	10 weeks or more PRIOR to start of course	Full refund less \$500 for administrative fees	\$500 administration fee
Student Withdraws (for no longer holding student visa or other reasons) Or Student is cancelled for breach of College's rules or breach of student visa	4 weeks or more and up to 10 weeks PRIOR to start of course	70% less \$500 for administrative fees	30% plus \$500 administration fee
	less than 4 weeks PRIOR to start of course	40% less \$500 for administrative fees	60% plus \$500 for administrative fees
	AFTER the start of the course and during the first 4 weeks	30% less \$500 for administrative fees	70% plus \$500 for administrative fees
	AFTER the fourth week of start of course	No refund	100% fees
Student Withdraws-PIT Funding	Before the commencement of course	Full Refund	\$500 for administrative fees
	After the course has commenced	On pro-rata basis for both tuition and resources fees	On pro-rata basis for both tuition and resources fees



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Students who owe tuition fees to Empyrean as a result of their cancellation or withdrawal will be notified of any fees they have owing to the Institute and invoiced accordingly.

Note:

If a student is unsatisfied with the outcome of the refund application and the refund calculation, they may lodge an internal appeal to the Student Services Officer in writing. If the student remains unsatisfied with the internal appeal process and outcome, and would like to discuss the case with an independent person, they can contact the free mediation/conciliation service at the Department of Education. For more information, refer to the Empyrean complaints and appeals policy and procedure downloadable from the Empyrean website.

“This agreement, and the availability of complaints and appeals processes, does not remove the right of the student to take action under Australia’s consumer protection laws”.

Empyrean reserves the right to withhold the release of any testamurs or Statement of Attainment until all outstanding fees have been paid.

12. Regulatory and Legislative Requirements

This policy supports the government legislation standards of *AQTF 2007*, *National Code 2007*, *National Vocational Education and Training Regulator Act 2011*, *Education Services for Overseas Students Act 2000*, *Standards for Registered Training Organisations (RTOs) 2015*

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