

E EI REFUND POLICY

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.

1. SCOPE

This policy covers the refunds process for all fees payable for training services provided within Empyrean Education Institute's scope of registration, in accordance with ESOS Act and the National Code, and Department of Training & Workforce Development Business Rules and associated Fee and Charges Policy.

2. PURPOSE

To provide for appropriate handling of student's payments and to facilitate refunds in the case of cancellation by either party. The refunds process will allow students the option to disengage from training in a way a negative impact may be negated or reduced, depending upon notification time frame.

Unless otherwise stated, all refunds of fees will only be granted in accordance with this policy. The terms and conditions of this policy apply to all students, whether they are waiting to commence or are continuing studies.

3. POLICY STATEMENT

Details concerning the scope of Empyrean Education Institute Refund Policy are to be clearly disseminated to prospective students prior to contractual arrangements being made, this dissemination is in the form of the Student Handbook, Application for Enrolment and Letter of Offer.

4. GENERAL RULES

- The refund process reflects the commitment by Empyrean Education Institute to hold places as booked by students and the amount of administrative resources consumed at the various stages.
- The date the written notice is received by Empyrean Education Institute is the DEFAULT DATE, and is the date used for the calculation of any refund and/or cancellation.
- Refunds must be requested in writing to Student Services of Empyrean Education Institute. Verbal notification to Empyrean Education Institute staff or agents are not valid.
- Refund application WILL NOT be processed where the signature on the refund application form DOES NOT match the student's signature as shown on other documents provided by the student for admission to Empyrean Education Institute.
- Student Services Institute will process refund requests and if approved, arrange payment within 28 days.
- Refunds will be paid in Australian Dollars into the nominated bank account.
- All requests for refund will be processed on an individual basis, taking into account impact on follow on units /modules if applicable.
- The term "commencement" in this policy refers to the first day of the first program attended by the student
- Issues about payment are to be handled at the first available opportunity and directed to the Compliance Manager of Empyrean Education Institute. All Refund Requests and issued refunds are to be logged in the Refund Log.
- In the event of visa refusal, refund will require a copy of notification from the Australian High Commission.
- Airport pick up fee is refundable if a visa is refused.

- Tuition fees are refundable in full where student has provided evidence of medical or compassionate reasons due to which the student cannot commence the course, Empyrean Education Institute if advised of the cancellation 28 days or more before course starts and prior to entering Australia.
- If the student has given misleading information to an Empyrean Education Institute approved agent, Empyrean Education Institute and/or any Commonwealth Agencies of Australia, no refund will be given
- All refunds will be payable in the same currency in which fees were paid. Empyrean Education Institute will forward the refund to the applicant in their country of origin unless otherwise authorised in writing.
- No refunds will be paid to a third party (person other than the student), unless directed by the student on the Refund Application Form.
- Empyrean Education Institute will give the student a refund statement that explains how the amount has been worked out.
- In case of a cancellation by the student or Empyrean Education Institute, any outstanding fees to Empyrean Education Institute become due with 7 (seven) days.
- Any costs incurred by Empyrean Education Institute to recuperate outstanding fees will be charged to the student.
- Unpaid fees will be recorded as a debt and recovered by action in a court of competent jurisdiction
- Empyrean Education Institute will not release any testamurs/awards to students until outstanding course fees have been paid in full.
- Provide the student in writing the resulting decision of Empyrean Education Institute’s management.
- Advise the student of their right to appeal the decision of Empyrean Education Institute management
- Refunds will only be paid to the student or legal guardian of a student under 18. If a student has paid the fees to their agent, Empyrean Education Institute will recover the paid fees and return to student.
- Empyrean Education Institute only accepts responsibility for fees and charges associated with the cost of enrolling in and studying with the RTO. No accountability will be taken for fees or charges associated with international education agent or migration agent fees or visa application costs.

Refunds resulting from EMPYREAN EDUCATION INSTITUTE Default

In the unlikely event of EMPYREAN EDUCATION INSTITUTE default, within 14 days of the default, EMPYREAN EDUCATION INSTITUTE will:

- Either offer the student an alternative place at EMPYREAN EDUCATION INSTITUTE ’s expense, that is accepted in writing;
- OR
- Refund the student the unused portion of the prepaid fees.

If EMPYREAN EDUCATION INSTITUTE is unable to provide a refund or place the student in an alternative course, then the student shall be referred to the Tuition Protection Service (TPS: www.tps.gov.au), who will place the student in a suitable alternative course or if a suitable course cannot be found, pay a refund as calculated by the TPS Administrator.

5. REFUND CALCULATION TABLE (Based on total tuition fees as per accepted offer letter)

Reason for Refund	Notification Period	Refund
Application for visa is unsuccessful	Before term commences or commencement of course	EI will retain 5% of total received course fees before the refusal date

		and refund the total remaining amount.
Student Default or request before commencement of the first course enrolled	10 weeks or more PRIOR to start of course	Any deposit or fess held in advance over and above a capped \$1500 will be refunded
	Less than 10 weeks' notice but before commencement	Any deposit or fees paid will be forfeit capped at \$2500. Any fess held in advance above this amount will be refunded
Student Withdraws after commencement of a course and or any subsequent course listed on the accepted offer letter		Any fess held in advance over and above the set cancellation charge of \$2500.00 are considered tuition fees and will be refunded.
Student Withdraws after commencement of a course and or any subsequent course listed on the accepted offer letter and has NOT paid the fees due by the invoiced due date		Student will be invoiced the total amount owing. Nil Refund
Student is cancelled for misconduct, breach of college's rules or breach of student vis conditions		Nil Refund
Student Withdraws- DTWD Funded Domestic Students	Before the commencement of course	Full Refund of tuition fee
	After the course has commenced	On pro-rata basis for tuition
Client withdraws	In writing, less than 24 hours prior to course start	Nil Refund
Client withdrawn from the course by EMPYREAN EDUCATION INSTITUTE	After course commencement, due to inappropriate behaviour	Nil Refund
Course cancelled by EMPYREAN EDUCATION INSTITUTE		100% of the course fees will be refunded
Unit Fee – Commenced	For all individual units commenced/attended/completed	Full Unit fee payable by the client - Nil Refund

* The Refund column applies to the refund amount for fees held in advance. Refunds will only apply to tuition fee amounts held over and above the cancellation or withdrawal charges.

6. RESPONSIBILITIES

The CEO/PEO, Empyrean Education Institute is responsible for ensuring compliance with this policy. Administration Manager of Empyrean Education Institute will process refund requests, if approved, AND arrange refund payment within 28 days.

The Empyrean Education Institute Access & Equity Policy applies. (See Access & Equity Policy)

All documentation from refund processes are maintained in accordance with Records Management Policy. (See Records Management Policy)

All Refund practices are monitored by the CEO/PEO, Empyrean Education Institute and areas for improvement identified and acted upon. (See Continuous Improvement Policy)