

REFUND POLICY

This policy, and the availability of complaints and appeals processes, do not remove the right of the student to take action under Australia's consumer protection laws.

1. SCOPE

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

2. PURPOSE

- 2.1. To provide for the appropriate handling of student payments and to facilitate refunds in the case of cancellation by either party.
- 2.2. Unless otherwise stated, all refunds of fees will only be granted following this policy. The terms and conditions of this policy apply to all students, whether they are waiting to commence or are continuing their studies.
- 2.3. Empyrean reserves the right to update this policy at anytime. All updated policies are made available on Empyrean's website.

3. POLICY STATEMENT

- 3.1. Details concerning the scope of the EMPYREAN EDUCATION INSTITUTE Refund Policy will be disseminated to prospective students before contractual arrangements are made. This dissemination is in the form of the Student Handbook, Application for Enrolment and Letter of Offer.

4. GENERAL RULES

- 4.1. 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
- 4.2. The date EMPYREAN EDUCATION INSTITUTE receives the written notice is the DEFAULT DATE and is the date used to calculate any refund and/or cancellation
- 4.3. Refunds must be requested in writing to Student Services of EMPYREAN EDUCATION INSTITUTE. Verbal notifications to EMPYREAN EDUCATION INSTITUTE staff or agents are not valid

- 4.4. A 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
- 4.5. Student Services Institute will process refund requests and arrange payment within 28 days if approved
- 4.6. Refunds will be paid in Australian Dollars into the nominated bank account
- 4.7. All refund requests will be processed individually, considering the impact on follow on units/modules if applicable
- 4.8. The term "commencement" in this policy refers to the first day of the first program attended by the student
- 4.9. Issues about payment are to be handled at the first available opportunity and directed to the Operation Manager of EMPYREAN EDUCATION INSTITUTE. All Refund Requests and issued refunds will be logged in the Refund Log
- 4.10. In case of visa refusal, a refund will require a copy of the notification from the Department of Home Affairs
- 4.11. Tuition fees are refundable if the student has provided evidence of medical or compassionate reasons due to which the student cannot commence the course. EMPYREAN EDUCATION INSTITUTE is advised of the cancellation 28 days or more before the course starts and before entering Australia
- 4.12. 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
- 4.13. No refunds will be paid to a third party (person other than the student) unless directed by the student on the Refund Application Form
- 4.14. EMPYREAN EDUCATION INSTITUTE will give the student a refund statement that explains how the amount has been calculated
- 4.15. In case of a cancellation by the student or EMPYREAN EDUCATION INSTITUTE, any outstanding fees to EMPYREAN EDUCATION INSTITUTE become due within 7 (seven) days
- 4.16. Any costs incurred by EMPYREAN EDUCATION INSTITUTE to recuperate outstanding fees will be charged to the student
- 4.17. Unpaid fees will be recorded as debt and recovered by action in a court of competent jurisdiction
- 4.18. EMPYREAN EDUCATION INSTITUTE will not release any testamurs/awards to students until outstanding course fees have been paid in full
- 4.19. EMPYREAN EDUCATION INSTITUTE will provide the student in writing the decision of

EMPYREAN EDUCATION INSTITUTE management regarding student's refund application.

- 4.20. EMPYREAN EDUCATION INSTITUTE will advise the student of their right to appeal the decision of EMPYREAN EDUCATION INSTITUTE management
- 4.21. 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 them to the student
- 4.22. 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 related to international education agents, 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 put the student in a suitable alternative course or if an appropriate 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 a visa is unsuccessful | Before term commences | EEl will retain 5% of total received course fees before the refusal date and refund the total remaining amount. |
| Application for a visa is unsuccessful | After the term commences | Nil Refund |

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| Application for a visa is unsuccessful due to non-compliance of students or supply of misleading information to Home Affairs | | Nil Refund |
| Student Default or request before the commencement of the first course enrolled | Ten weeks or more before the start of the course | Any deposit or fess held in advance will be refunded and EEI will retain \$500 admin fee |
| | Less than ten weeks' notice but before commencement | Any deposit or fees paid will be forfeit, capped at \$1500. Any fees 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 without any compelling or compassionate reasons | | Nil Refund |
| 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 | | The student will be invoiced the total amount owing. Nil Refund |
| The student is canceled 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 the course | A full refund of the tuition fee |
| | After the course has commenced | On a pro-rata basis for tuition |
| Client withdraws | In writing, less than 24 hours before the course start | Nil Refund |
| The client has been withdrawn from the course by EMPYREAN EDUCATION INSTITUTE | After the course commencement, due to inappropriate behavior | Nil Refund |
| Course canceled by EMPYREAN EDUCATION INSTITUTE | | 100% of the course fees will be refunded |
| Unit Fee – Commenced | For all individual units commenced | 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

- 6.1. The CEO EMPYREAN EDUCATION INSTITUTE is responsible for ensuring compliance with this policy. If approved, the Administration Manager of EMPYREAN EDUCATION INSTITUTE will process refund requests and arrange refund payment within 28 days.
- 6.2. The Empyrean Education Institute Access & Equity Policy applies. (See Access & Equity Policy)
- 6.3. All documentation from refund processes is maintained following the Records Management Policy. (See Records Management Policy)
- 6.4. All Refund practices are monitored by the CEO/PEO, Empyrean Education Institute and areas for improvement are identified and acted upon. (See Continuous Improvement Policy)

7. RELATED LEGISLATION & REGULATIONS

- 7.1. The National Code of Practice for Registration Authorities and Providers of Education and Training to Overseas Students 2018, known as 'the National Code 2018'
- 7.2. Standards for Registered Training Organisations (RTOs) 2015
- 7.3. Education Services for Overseas Students Act 2000
- 7.4. Education Services for Overseas Students Regulations 2001