

Refund and Cancellation Policy

1. If the student wants to cancel a course after a confirmation of enrolment (CoE) is issued, the following refund/cancellation calculation will apply regardless of whether a student visa has been granted.
2. This refund policy applies to all course fees and non-course fees paid to Empyrean and includes any fees paid to an education agent for Empyrean as per the Offer Letter. This policy applies to both commencing and continuing students.
3. Any request for refund/cancellation must be submitted in writing via the Empyrean Course Cancellation Application form and submitted to the College via email to students@eei.wa.edu.au, addressed to the Student Support Officer.
4. All applications for a refund/cancellation due to student visa refusal must be accompanied by visa refusal advice from the Department of Home Affairs
5. Notice is calculated based on receipt of the signed Empyrean Course Cancellation and Refund Application Form.
6. The Cancellation Application form will not be processed where the signature on the form does not match the student's signature as shown on other documents provided by the student for admission.
7. Refund / Cancellation will not be processed if the supporting documentation is incomplete.
8. Where a refund is due, the refund amount will be calculated as per the Refund and Cancellation Policy. Refunds will be paid to the student unless written authorization is given by the student in favor of another party.
9. The processing time for the refund/cancellation can be up to 20 working business days.
10. Empyrean will not refund any money paid by an international student or intending international student in relation to a course if a student has been granted a bridging visa or temporary visa pending determination of permanent residency or has been granted permanent residency after the commencement of the course of studies or after Course fees have been paid. The student must complete the current study period on a full-fee basis and may apply to recommence the course in the next term as a domestic fee for service student.
11. Student will receive a remittance advice when the refund is paid.
12. If students pay their fees via an education agent, the refund calculation form and the refund will be sent to his/her agent first, and the agent will pass the refund onto the student.
13. If student is transferring to another institution approved by Empyrean, Empyrean may choose to transfer the refund to the receiving institution. No refund will be paid to a third party unless it is indicated at the time the refund application is lodged.
14. Other fees paid in advance such as accommodation fees, airport meeting fee, OSHC, will be refunded in full if that service has not been used.
15. A notice of withdrawal due to illness or disability, death of a close family member, political or civil event that prevents acquittal may be accepted as grounds for either a total or partial refund of fees. Supporting documentary evidence must be provided at the time of application for refund and the amount of refund will be at the discretion of Empyrean management.
16. The refund policy is subject to review as required.
17. Students may lodge an internal appeal against refund calculation by completing a Refund Appeal Form which is available from Student Services. Students must allow 10 working days to process all appeals. Empyrean will provide a written response to the appeals. If students are not satisfied they may use the Institute's external appeal process or include a third party of their choice at their own expense.

18. All amounts referred to in the Refund Policy are in Australian Dollars (AUD). Empyrean is not liable for any loss incurred due to currency fluctuation.

19. All bank charges incurred by Empyrean in issuing a refund will be met by the student.

Reason for Refund / Cancellation	Notification Period	Cancellation Penalty	Refund on course fee paid
Application for a visa is unsuccessful before course commencement date	Proof of visa refusal letter from Department of Home Affairs	Application fee \$250	Full refund on all course fee paid less \$250 application fee Refer to Note 1
Application for a visa is unsuccessful after course commencement date	Proof of visa refusal letter from Department of Home Affairs with a course cancellation notification	Application fee \$250 and pro-rata amount of course fees used calculated on a weekly basis	Full refund on all course fee paid less \$250 and any unused portion of the course fee
New and continuing student with a CoE withdraws before course commencement date	More than 10 weeks before the course commencement date.	Application fee \$500 And non-refundable deposit of \$250 for each packaged CoE	Full refund of tuition fees paid in advance less \$ 500 and \$250 deposit for each packaged CoE
	More than 4 weeks and up to 10 weeks before the course commencement date.	Non-Refundable fees withheld + 40% of one term course tuition fee is payable	60% refund of tuition fees paid in advance
	4 weeks or less before course commencement.	Non-Refundable fees withheld + 70% of one term course tuition fee is payable	30% refund of tuition fees paid in advance
New and continuing student with a CoE withdraws after course commencement date Refer to Note 2	After Course Commencement with one full term's notice in advance	Non-refundable application fee \$250 and \$300 course cancellation administration fee	No refund on current term fee. Full refund on any course fees paid in advance for subsequent terms

	After Course Commencement with less than one full term's notice.	Non-Refundable fees \$500 and \$300 course cancellation administration fee and one term course fee in lieu of notice period	No refund of tuition fees paid in advance
Student enrolment is cancelled by Empyrean due to gross or serious misconduct by the student	At all times	Non-refundable fees and 100% of current term fee	No refund
Continuing student who has been terminated as a result of unsatisfactory academic progress. The appeal is unsuccessful and the student is withdrawn from Empyrean	After course commencement date and within Week 1-2 of current term	Non-refundable fees and 30% of current term fee	70% of current term fee paid in advance
Empyrean withdraws offer or fails to provide programs offered or terminates an Education Service	Before the course commencement date	N/A	Full refund
	After the course commencement date	N/A	Refund on the unused portion of the pre-paid course fee and resource fee Refer to Note 3

Note 1 – Empyrean is not required to provide a refund if the visa was refused for one or more of the following acts or omissions by the student that directly or indirectly caused the student to default: **Note 2** – At least one full term's notice in writing is required of a student's intention to withdraw from a course. If less than one term's notice is given, in addition to the student receiving no refund of the course fees they have already paid, the student has an obligation to pay the following term's fees in lieu of the required notice period **Note 3** – Refund on resource fee is calculated based on the unused portion of the resources fee. **Definition of Student Default**

- Student does not turn up on the agreed course start date as per international student written agreement and has not informed or communicated with Empyrean directly or via their agents
- Student withdraws from the course either before or after the agreed course start date
- Student breached a condition of his/her student visa or Empyrean's student code of conduct

- Non-payment of fees to Empyrean
- Student failed to turn up in class for three consecutive scheduled class contact time

PROTECTION OF COURSE FEE PAID IN ADVANCE Empyrean adheres to the rules and regulations set under the ESOS Act 2000 and associated legislations, in particular, the ESOS Legislation Amendment (Tuition Protection Service and Other Measures) Act 2012. Payments made to Empyrean are protected by the Tuition Protection Service (TPS). Empyrean must be accountable for any payment you have made as long as you have a written receipt of payment as evidence. If Empyrean is unable to offer a refund or place the student in an alternative course, the student will be referred to the Tuition Protection Service (TPS) administrator. TPS Administrator will place the student in a suitable alternative course or if a suitable alternative course cannot be offered, TPS Administrator will pay the student a refund as calculated by ESOS legislation. Further information about TPS is available from www.tps.gov.au.