

## REFUND POLICY

### 1. SCOPE

---

- 1.1. This policy covers the refund process for all fees payable for training services provided within EEI's scope of registration, following the ESOS Act, the National Code and the 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 event of cancellation by either party.
- 2.2. Unless otherwise stated, all fee refunds 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 any time. All updated policies are made available on Empyrean's website.

### 3. POLICY STATEMENT

---

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

### 4. GENERAL RULES

---

- 4.1. The refund process reflects the commitment by EEI to hold places booked by students and the amount of administrative resources consumed at the various stages
- 4.2. The date EEI 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 EEI. Verbal notifications to EEI 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 EEI.
- 4.5. Student Services 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 a student attended the first program.
- 4.9. Payment issues should be handled at the first available opportunity and directed to the Operations Manager of EEI. All Refund Requests and issued refunds will be logged in the Refund Log.

- 4.10. In case of visa refusal, a copy of the Department of Home Affairs notification will be required for a refund.
- 4.11. Tuition fees are refundable if the student has provided evidence of medical or compassionate reasons for not commencing the course and if EEI 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 EEI-approved agent, EEI 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. EEI will give the student a refund statement that explains how the amount has been calculated.
- 4.15. If the student or EEI cancels, any outstanding fees to EEI become due within 7 (seven) days.
- 4.16. Any costs incurred by EEI to recover 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. EEI will not release any testaments/awards to students until outstanding course fees have been paid in full.
- 4.19. EEI will provide the student with a written decision.
- 4.20. EEI will advise the student of their right to appeal the decision of EEI management.
- 4.21. Refunds will only be paid to the student or the legal guardian of a student under 18. If a student has paid the fees to their agent, EEI will recover the paid fees and return them to the student.
- 4.22. EEI only accepts responsibility for fees associated with 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 EEI Default**

In the unlikely event of EEI's default, within 14 days of the default, EEI will:

- Either offer the student an alternative place at EEI's expense that is accepted in writing; OR
- Refund the student the unused portion of the prepaid fees.

If EEI cannot provide a refund or place the student in an alternative course, the student shall be referred to the Tuition Protection Service (TPS: [www.tps.gov.au](http://www.tps.gov.au)), who will either place 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 the accepted offer letter)

Reason for Refund	Notification Period	Refund
The application for a visa is unsuccessful.	Before the term commences	EEI will retain 5% of the course fees received before the refusal date and refund the remaining amount.
The application for a visa is unsuccessful.	After the term commences	Nil Refund
The visa application is unsuccessful due to the students' non-compliance or the 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 fees held in advance will be refunded, and EEI will retain a \$500 admin fee.
	Less than ten weeks' notice, but before commencement	Any deposit or fees paid will be forfeited, 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
The student withdraws after commencing a course or any subsequent course listed on the accepted offer letter and has NOT paid the fees due by the invoice's due date.		The student will be invoiced the total amount owing. Nil Refund
The student is cancelled for misconduct, breach of the college's rules, or breach of student visa conditions.		Nil Refund
Student Withdrawals- 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

Student withdraws	In writing, less than 24 hours before the course start	Nil Refund
The student has been withdrawn from the course by EEI.	After the course commencement, due to inappropriate behaviour	Nil Refund
EEI cancelled the course.		100% of the course fees will be refunded
Unit Fee – Commenced	For all individual units commenced	Full Unit fee payable by the Student - 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.

## 1. RESPONSIBILITIES

- 1.1. The CEO of EEI is responsible for ensuring compliance with this policy. If approved, the Operations Manager will process refund requests and arrange refund payments within 28 days.
- 1.2. The EEI Access & Equity Policy applies. (See Access & Equity Policy)
- 1.3. All documentation from refund processes is maintained following the Records Management Policy. (See Records Management Policy)
- 1.4. All Refund practices are monitored by the CEO/PEO, EEI and areas for improvement are identified and acted upon. (See Continuous Improvement Policy)

## 2. RELATED LEGISLATION & REGULATIONS

- 2.1. The National Code of Practice for Registration Authorities and Providers of Education and Training to Overseas Students 2018, known as 'The National Code 2018'
- 2.2. Standards for Registered Training Organisations (RTOs) 2025
- 2.3. Education Services for Overseas Students Act 2000
- 2.4. Education Services for Overseas Students Regulations 2019

