



**EMPIRE**  
INSTITUTE OF EDUCATION

**National Code 2007**

**Standard 3**

**Policy & Procedure**



**CRICOS: 03476F RTO: 41425**



## Formalisation of Enrolment

### Fees and Refund

#### Purpose

To support the ESOS National Code 2007 Standard 3.2 that states:

*The registered provider must include in the written agreement the information, which is to be consistent with the requirements of the ESOS Act, in relation to refunds of course money, in the case of student and provider default.*

Empire Institute of Education, under the ESOS Act 2000 and the National Code 2007, must have in place a Refund Policy and Procedure that is to be provided to International Students studying in Australia, on a Student Visa, before formalisation of student enrolment.

#### Scope

Empire Institute of Education provides additional content, as long as the content does not contradict the requirements of the ESOS Act 2000 and the ESOS Regulations 2001.

This Refund Policy and Procedure applies to:

- International students who are defined as 'overseas students', in the National Code
- Staff involved in the payment and refund of international tuition fees paid to the Empire Institute

#### Policy

This policy covers matters associated with the refunding of tuition fees, by the Administration Department of Empire Institute of Education. The content of the EIE written agreement is not limited to the requirements under Standard 3.2, as these are minimum requirements.

Refund applications must be made in writing to the Institute. Refunds will be refunded within 14 days of receipt of a written application and will include a statement explaining how the refund was calculated.

#### Procedure

1. Refund application requests must be made in writing on the Refund Application Form provided by the Institute. The refund application form is available on request from the Administration Manager, at Empire.
2. All refunds must be in accordance with ESOS requirements and the refund agreement signed by the student and maintained in their individual student file and in MYOB.
3. A written explanation as to how the refund was calculated and a copy of the refund agreement that was signed by the student must accompany student refunds.
4. The RTO Manager will calculate the refunds, if applicable, and send the completed form to the CEO for final approval.
5. Details of refunds provided must be maintained in individual student files.
6. The availability of the Complaints and Appeals process, does not remove the right of the student to take action under Australia's consumer protection law.
7. In the unlikely event that the Institute is unable to deliver the course in full, the student will be offered a refund of all the course money they have paid to-date. The student will be paid refunds within 14 days of the course ceasing to be provided. Alternatively, the Institute, at no extra cost to the student, may offer the student enrolment in an alternative course.

The student has the right to choose whether they would prefer a full refund of course fees, or to accept a



place in another course. If a student chooses placement in another course, Empire Institute will ask him/her to sign a document to indicate that he/she accepts the placement. If the Institute is unable to provide a refund or place the student in an alternative course, our Tuition Protection Scheme (TPS) will place the student in a suitable alternative course, at no extra cost to the student.

Finally, if TPS cannot place the student in a suitable alternative course, the ESOS Assurance Fund Manager will attempt to place him/her in a suitable alternative course or, if this is not possible, he/she will be eligible for a refund as calculated by the Fund Manager.

8. Subject to Clause 10, in the event that the course did not start on the agreed starting date (and the student has not elected to commence the course on a new starting date), or the course ceased to be provided by Empire Institute at any time after it started, but before it was completed, the student shall be entitled to a refund of all course money they have paid to date.
9. If Clause 9 applies, then, the alternatives set out in Clause 8 shall also be offered to the student and the student, if he/she accepts any placement offered to him/her, shall accept in writing. If the student accepts the placement, then, no refund is payable to the student.
10. Fees not listed in the Refund section (Clause 1) are not refundable.

**Tuition Fees**

<b>Conditions</b>	<b>Refund (%)</b>
Visa Refused	100% Refund
Withdrawal Notified in writing to EIE 28 days prior to course commencement	70% Refund
Withdrawal Notified in writing to EIE 2 weeks prior to course commencement	50% Refund
Withdrawal Notified in writing to EIE on or after 2 weeks prior to or after course commencement	0% Refund



**Document Control**

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<b>Policy Owner</b>	RTO Manager
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