



# **Empire Real Estate School**

## **CANCELLATION & REFUND POLICY**

1. The Student will receive a full refund of all fees and tuition paid if:
  - a. The Student requests cancellation in writing within three business days of signing an enrollment agreement, providing the Student has not commenced training
  - b. The Student is not accepted for training by school.
  - c. The School discontinues a course/program within a period of time a student could have reasonably completed it, except that this provision shall not apply in the event the School ceases operation.
2. Student requesting cancellation after three business days of signing an enrollment agreement, but before entering School, shall be entitled to a refund of all monies paid minus a \$100 cancellation fee.
3. If a Student withdraws or is dismissed after entering school and after three business days of signing an enrollment agreement, the Student shall be entitled to tuition refund in accordance with the following schedule minus an administrative fee of \$100.
  - a. For a Student terminating training within the first 10% of the program, the Student shall be entitled to a refund of 90% of the tuition cost of the program.
  - b. For a Student terminating training after 10% but within the first 25% of the program, the Student shall be entitled to a refund of 75% of the tuition cost of the program.
  - c. For a Student terminating training after 25% but within the first 50% of the program, the Student shall be entitled to a refund of 50% of the tuition cost of the program.
  - d. For a Student terminating training after 50% but within the first 75% of the program, the student shall be entitled to a refund of 25% of the tuition cost of the program.
  - e. For a Student who has completed 75% of the program and has entered the final 25%, the Student shall not be entitled to any refund and shall be obligated for the full price of the program, which constitutes the maximum obligation.
4. Percentage of the program completed is calculated by the number of class hours scheduled for and available to the student from the time of entry up to the last date of attendance divided by the total hours indicated for the program.
  - a. The official date of termination or withdrawal of a student shall be determined in the following manner: (a) the date on which the School receives notice of the student's intention to discontinue the training program; or (b) the date on which the student violates published School policy which provides for termination.
  - b. Refunds are calculated from the first date of entrance to the last day of actual attendance.
  - c. A refund will be made within thirty days from the student's last day of actual attendance.
5. Postponement of a starting date, whether at the request of the school or the student, requires a written agreement signed by the student and the school. The agreement must set forth: a) whether the postponement is for the convenience of the school or the student, and: b) a deadline for the new start date, beyond which the start date will not be postponed. If the course is not commenced, or the student fails to attend by the new start date set forth in the agreement, the student will be entitled to an appropriate refund of prepaid tuition and fees within 30 days of the deadline of the new start date set forth in the agreement, determined in accordance with the school's refund policy and all applicable laws and rules concerning the Private Occupational Education Act of 1981.
6. Student complaints should be brought to the attention of the school director in order to be resolved. If a student complaint can not be resolved between the school and student, the student may file a written complaint online with the Division of Private Occupational Schools at [www.highered.colorado.gov/dpos](http://www.highered.colorado.gov/dpos) or by requesting a complain form at 303-866-2723.

