

CRICOS Fees Policy

Provider	The Bright College RTO 45752 CRICOS 03945D
Campus	Level 2, 440 William Street, Perth WA 6000
Policy version	3.1
Regulatory review	15 September 2026
Applies to	Overseas students on student visas / CRICOS operations
Policy owner	CEO / RTO Manager
Next review	15 September 2027 or earlier if legislation, registration conditions or operations change

Regulatory framework

- National Vocational Education and Training Regulator Act 2011 (Cth).
- National Vocational Education and Training Regulator (Outcome Standards for Registered Training Organisations) Instrument 2025 (effective for RTOs from 1 July 2025).
- Education Services for Overseas Students Act 2000 (Cth) (ESOS Act).
- Education Services for Overseas Students Regulations 2019 (current compilation).
- National Code of Practice for Providers of Education and Training to Overseas Students 2018 (current compilation F2026C00148, including the 2026 education-agent commission amendment).
- Competition and Consumer Act 2010 (Cth), Schedule 2 – Australian Consumer Law.
- Migration Act 1958 (Cth) and Migration Regulations 1994 (Cth), where student visa or welfare arrangements are relevant.

1. Purpose

The Bright College's Management and staff are committed to safeguarding prepaid tuition fees in accordance with the Education Services for Overseas Students (ESOS) Act 2000 and the Education Services for Overseas Students Legislation Amendment (Tuition Protection Service (TPS) and Other Measures) Act 2012 and providing timely and accurate information on course related fee requirements to enrolling and enrolled students at The Bright College.

2. Written agreement and fee disclosure

- The College must enter into a compliant written agreement with the overseas student before or at the same time as accepting tuition or non-tuition fees.
- The agreement must identify tuition fees, non-tuition fees, payment periods/options, circumstances in which additional fees may apply, refund arrangements, provider/student default information and the role of the TPS.
- The student must be advised to retain a copy of the agreement and payment receipts.

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3. Tuition fees before course commencement

- The CEO shall ensure that the designated prepaid fees account is maintained in accordance with the TPS Act.
- Enrolment staff shall ensure that each student's prepaid course tuition fees will be deposited into the designated prepaid fees account following receipt of course money paid by an enrolling student prior to course commencement.
- The enrolling staff member shall ensure that they only receive course money from a student or Education agent after or at the same time the signed letter of offer and acceptance has been received.
- The enrolling officer may only accept 100% payment of course tuition fees where the course enrolment applies to a course with a study period that is less than *24 weeks in duration. (Please note the course duration may be longer than the 24-week maximum study period when holidays are included).
- The Enrolling officer may only accept payment of 50% of tuition fees where the course enrolment applies to a course with a study period that exceeds 24 weeks in duration.
- The College must not require or receive more than 50% of total tuition fees before the student begins the course unless an ESOS Act exception applies.
- A student or person responsible for payment may choose to pay more than 50% before commencement.
- The 50% restriction does not apply where the course duration is 25 weeks or less.
- The Enrolling officer may only require the payment of further course tuition fees, 2 weeks before the commencement of the second study period (Students may choose to pay remaining tuition fees before the two-week requirement).
- The Enrolling officer shall ensure that all information provided to enrolled or intending students that relates to course fees are accurate and relevant to current fee policy, and that students are provided with 30 days' notice prior to any course fee changes.
- on receiving an enquiry or written application from a student or advice from the Overseas Student Contact Officer concerning course money refunds, provide the enrolled or enrolling student with information relating to and access to the course fee refunds procedures.
- on receiving a fee refund enquiry or written application from a student or advice from the Overseas Student Contact Officer; advise The Bright College's Management of the pending application.
- Staff must not pressure a student to exercise the voluntary prepayment option.

4. Prepaid tuition fee account

Where section 28 of the ESOS Act applies, prepaid tuition fees received before commencement must be held and managed through the required Australian ADI account and transferred/used only in accordance with the ESOS Act. Finance controls must allow the College to identify prepaid amounts attributable to each overseas student.

5. Fee changes and debt

Any potential change to fees over the course duration must be disclosed in pre-enrolment information and the written agreement. Debt recovery, late-payment action and any enrolment consequence must follow the written agreement, procedural fairness, the CRICOS Deferment Suspension and Cancellation Policy, and the ESOS framework.

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6. Refunds and defaults

Refunds, provider default and student default are managed under the International Student Fees, Refunds, Written Agreement and TPS Policy and the TPS Policy. The availability of college complaints and appeals does not remove rights under the Australian Consumer Law where it applies. The Bright College's Management will provide a total refund of course money paid in advance where:

- the course does not start on the agreed starting day.
- the course ceases to be provided at any time after it starts but before it is completed; or
- the course is not provided in full to the student because a sanction has been imposed on the registered provider under part 6 (ESOS Act) and the student has not withdrawn before the default day.

In the case of provider default:

- The CEO shall ensure the total refund of course money is repaid to the student in accordance with The Bright College's refund procedures.
- The CEO must notify, in writing, the Secretary and the TPS Director of the default within 3 business days of the default occurring (business day means a day that is not a Saturday, a Sunday or a public holiday in the place concerned).
- The default notice sent to the Secretary and the TPS Director must include the following information:
 - a. the circumstances of The Bright College's default
 - b. the details of the students in relation to whom The Bright College has defaulted
 - c. advice as to:
 - i. whether The Bright College intends to discharge its obligations to those students under section and
 - ii. how The Bright College intends to discharge those obligations.
- The Bright College will also notify, in writing, advice of the default to the students in relation to whom The Bright College has defaulted, providing advice concerning the intended actions and the timing for which The Bright College will meet its obligations under the TPS Act.
- The Bright College must discharge its obligations under the Act to the student within 14 days from the default day.

The Bright College discharges its obligations to the student if:

- The Bright College arranges for the student to be offered a place in an alternative course at The Bright College's expense and the student accepts the offer in writing

or

- The Bright College provides a refund (in accordance with subsection (6) of the Act) of any *unspent pre-paid fees received by The Bright College in respect of the student.

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- The Bright College must give a notice to the Secretary and the TPS Director within 7 days after the end of the provider obligation period (14 days). The notice to the Secretary and the TPS Director must contain the following information:
 - a. whether The Bright College has discharged its obligations to the students in accordance with section 46D
 - b. if The Bright College has arranged alternative courses the notice from The Bright College shall include information concerning:
 - i. details of the students The Bright College arranged alternative courses for
 - ii. details of the courses arranged as an alternative
 - iii. evidence of each student's acceptance of an offer of a place in an alternative course.
 - c. If The Bright College provides refunds to the student, the notice from The Bright College shall include information concerning:
 - i. details of the student/s The Bright College provided refunds to
 - ii. details of the amounts of the refunds provided.
- The above provisions will remain applicable to The Bright College's obligations under the Act if The Bright College ceases to be a registered provider.

Unspent pre-paid fees (Calculation)

- For subsection 46D (7) of the Act, the specified method for working out the amount of unspent pre-paid fees is:
 - a. $\text{Pre-paid amount for a particular period} / \text{Number of weeks (see 1) to which the payment relates} = \text{Tuition fee per week}$
 - b. $\text{Tuition fee per week} \times \text{number of weeks (see 2) between the date of default and the end of the period to which the payment relates} = \text{unspent pre-paid tuition (the refund amount)}$
- 1. The number of weeks to which the pre-paid amount relates is to be calculated by rounding up the number obtained by dividing the number of days between the start and end dates of the period to which the payment relates (inclusive) by 7.
- 2. The number of weeks between the date of default and the end of the period to which the payment relates is to be calculated by rounding up the number obtained by dividing the number of days between the date of default and the end date of the period to which the payment relates (inclusive) by 7

Course Money Refunds following Student default

An overseas student or intending overseas student defaults, in relation to a course provided by The Bright College at any The Bright College educational location, if:

- the course starts at the location on the agreed starting day, but the student does not start the course on that day and has not previously withdrawn

or

- the student withdraws from the course at the location either before or after the agreed starting day; or

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- The Bright College refuses to provide, or continue providing, the course to the student at the location because of one or more of the following events:
 - a. the student failed to pay an amount he or she was liable to pay The Bright College, directly or indirectly, in order to undertake the course
 - b. the student breached a condition of his or her student visa
 - c. misbehaviour by the student
- An overseas student or intending overseas student does not default in relation to a course at The Bright College's location if the student does not start that course because The Bright College defaults in relation to the provision of the course at The Bright College's location.
- An overseas student or intending overseas student does not default for reasons of misbehaviour unless The Bright College accords the student *natural justice before refusing to provide, or continue providing, the course to the student at The Bright College location. (natural justice is accorded to all students through the provision of The Bright College's complaints and appeals process)
- The Bright College must enter into a written agreement with each overseas student or intending overseas student that
 - a. sets out the refund requirements that apply in a situation covered by student default
 - b. meets the requirements (if any) set out in the national code.
- The Bright College will only refund prepaid course money directly to the student and will not under any circumstances refund course money to a third party unless the third party is identified in the student's letter of offer/agreement.
- In the case of a visa refusal, The Bright College will process and refund the written application for course money refund within four weeks of The Bright College receiving the student's written advice of visa refusal.

Course money refund for student withdrawal (student default)

- An enrolled student will be eligible for tuition fees refund if they provide a written 'request for course withdrawal' notice to The Bright College's Management within 4 weeks of the day of course commencement. The refund will be in respect to the total amount of tuition fees paid by the student for the current study period and will be less the spent tuition fees provided to the student from course commencement to the default day and less the maximum of \$250, for administrative expenses. Tuition fee refunds will be calculated on a similar basis for subsequent study periods that are commenced by a student and in which a student withdraws.
- In all student withdrawal refunds, subsequent study periods with tuition fees paid for in advance will be refunded in full.
- No tuition fees for a current study period will be refunded to a student where a student fails to provide a written 'request for course withdrawal' notice within 4 weeks of study period commencement. However subsequent study periods with tuition fees paid for in advance will be refunded in full.
- Any refund granted by The Bright College will be refunded directly to the enrolled student unless the student nominates a third party. The third party must be nominated in the letter of offer /student agreement.

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The Bright College Refunds

Where a written application is received for a Course Money Refund, The Bright College staff will follow the following guidelines:

- Should The Bright College's Management withdraw its offer or fails to provide the program offered or terminates its course delivery before or after the study period commences The Bright College will calculate the refund amount according to the specified method for working out the amount of unspent pre-paid fees.
- Should The Bright College's Management withdraw a student from a Course because the student has seriously breached international student visa conditions or The Bright College rules or enrolment, no refund for tuition fees for the current study period will apply and a full refund of fees paid for any subsequent study period.

The Bright College staff shall ensure that students who dispute The Bright College's student default or refund procedures are provided with the access to The Bright College complaints and appeals procedure.

The Bright College's refund policy and the availability of complaints and appeals processes does not remove the right of the student to take action under Australia's consumer protection laws.

Refund Procedures

Where a student believes that they have grounds for a course fee refund, students should:

- Submit a written request for course fee refund to the Overseas Contact Officer.
- State valid reasons for their course refund application.
- Allow 2 weeks for the application to be processed and finalised by The Bright College's Management in the case of provider default and 4 weeks in the case of student default.
- Recognise that The Bright College's Management refund policy and the availability of complaints and appeals processes, does not remove the right of the student to take action under Australia's consumer protection laws.

When receiving a written course money refund application, the Overseas Contact Officer shall:

- Present the application to The Bright College management
- Provide the student in writing the resulting decision of The Bright College Management.
- Advise the student of their right to appeal the decision of The Bright College Management.

7. Records and assurance

The College must retain written agreements, receipts and required financial/TPS records for the statutory period and make them available for audit. Finance and compliance staff must periodically reconcile student fee records, the student management system, accounting records and the relevant prepaid-fee account.

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Table 1 -Refund and Cancellation			
Reason for Refund/Cancellation	Notification Period	Refund	Cancellation Fee
Application for visa is unsuccessful	Before Semester/Course Commences	Full refund less cancellation administration fee of \$250	\$250 cancellation administration fee
Application for visa is unsuccessful	After Semester/Course Commences	Full refund less Cancellation Fee	\$250 cancellation administration fee + Pro-rata of tuition fee used calculated on a weekly basis
Student Default Student with a student visa withdraws Or Student is cancelled for breach of College's rules or breach of student visa rules	More than 10 weeks before semester/course commences	Full refund less cancellation fee	10% of a semester fee
	More than 4 weeks and up to 10 weeks before semester/course commences	70% of a semester fee	30% of a semester fee
	4 weeks or less before semester/course commences	40% of a semester fee	60% of a semester fee
	After semester/course commences	No Refund	100% of a semester fee
Note: A student who has paid fees for more than two semesters in advance and withdraws during a semester and more than four weeks before the commencement of the following semester, would receive no refund of fees for the current semester, at least 70% of the following semester's fees and a full refund of fees paid for any subsequent semester; less cancellation fees.			