

International Student Fees, Refunds, Written Agreement and TPS 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

This policy sets out The Bright College's obligations under the ESOS Tuition Protection Service (TPS) when the College or an overseas student default. The TPS policy of The Bright College shall ensure that all provider obligations existent within the ESOS Amendment (Tuition Protection Service and other measures) Act 2012 are implemented within the operational procedures of The Bright College's educational services to overseas students.

2. Provider default

- Provider default occurs when the College fails to start a course on the agreed start day or ceases providing the course before completion, where the student has not already withdrawn, including where delivery ceases because of a regulatory sanction.
- The Bright College 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:

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- the circumstances of The Bright College's default
- the details of the students in relation to whom The Bright College has defaulted
- And advice on
- whether The Bright College intends to discharge its obligations to those students under section 46D and
- 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 Tuition Protection Service and other measures Act 2012.
- The Bright College must discharge its obligations under the Act to the student within 14 days from the default day.
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- 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.
- 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:
- whether The Bright College has discharged its obligations to the students in accordance with section 46D
- if The Bright College has arranged alternative courses the notice from The Bright College shall include information concerning:
 - details of the students The Bright College arranged alternative courses for
 - details of the courses arranged as an alternative
 - evidence of each student's acceptance of an offer of a place in an alternative course.
- If The Bright College provides refunds to the student, the notice from The Bright College shall include information concerning:
 - details of the student/s The Bright College provided refunds to
 - 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 of the amount of unspent pre-paid fees – provider default)
- For subsection 46D (7) of the Act, the specified method for working out the amount of unspent pre-paid fees is:
- Pre-paid amount for a particular period / Number of weeks (see 1) to which the payment relates = Tuition fee per week
- Tuition fee per week X number of weeks (see 2) between the date of default and the end of the period to which the payment relates = unspent pre-paid tuition (the refund amount)
- 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.
- The College must notify the relevant authority/TPS Director of the outcome within 7 days after the end of the provider obligation period.

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3. Student default

An overseas student or intending overseas student defaults, in relation to a course provided by The Bright College at any of The Bright College's 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
- 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, 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 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 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.

Written Agreement

The Bright College must enter into a written agreement with each overseas student or intending overseas student that:

- sets out the refund requirements that apply if the student defaults in relation to a course at a location; and meets the requirements (if any) set out in the national code.

Student default notifications

- The Bright College must give a written notice to a student if an overseas student or intending overseas student defaults in relation to a course provided by the provider at a The Bright College location.
- The Bright College must notify, in writing, the Secretary and the TPS Director of the default within 5 business days of the default occurring.
- A notice given under this section must comply with any specified requirements issued by Minister through legal instrument.
- The above provisions continue to apply to The Bright College if The Bright College ceases to be a registered provider.

Refund for student default under a written agreement

- The Bright College must provide a refund under this section if an overseas student or intending overseas student defaults in relation to a course provided by The Bright College at The Bright College location. An exception to the student default exception may be applicable in the case of a student being refused a student visa.
 - The Bright College will pay a refund for student default under the following circumstances:
 - a. The Bright College must pay a refund of the amount (if any) required by the agreement entered with the student.
 - b. The Bright College must pay the refund to the following person:
 - i. the student

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- ii. if a person (other than the student) is specified in the agreement to receive any refund under this section—the specified person.
 - The Bright College must pay the refund within the specified period of 4 weeks after receiving a written claim from the student.
 - The Bright College is not required to provide a refund under the following circumstances:
 - a. the student was refused a student visa; and
 - b. the refusal was a reason for one or more of the following acts or omissions by the student that directly or indirectly caused the student to default in relation to the course at the location:
 - i. the student's failure to start the course at the location on the agreed starting day
 - ii. the student's withdrawal from the course at The Bright College location
 - iii. the student's failure to pay an amount he or she was liable to pay The Bright College, directly or indirectly, in order to undertake the course at The Bright College location.

Refund for Student default in other cases

The Bright College must provide a refund under this section if

- an overseas student or an intending overseas student default in relation to a course at The Bright College location; and either:
 - a. The Bright College has not entered an agreement with the student that meets the requirements of section 47B of the Act or
 - b. The Bright College is not required to pay a refund to the student because of subsection 47D (5) (refusal of student visa).
- The Bright College must pay the student a refund of the amount, worked out in accordance with a legislative instrument made under subsection (4), of any unspent pre-paid fees received by The Bright College in respect of the student.
- The Bright College must pay the refund within the period specified period of 4 weeks after the default day.
- The Bright College will implement any specific method for working out the amount of unspent pre-paid fees as required by any Ministerial legislative instrument.

4. TPS escalation

If the College does not meet its provider-default obligations, the TPS Director may provide the student with suitable alternative-course options and, where applicable, arrange payments from the Overseas Students Tuition Fund. Staff must cooperate promptly with the TPS Director and provide all requested information.

Notification of discharge of obligations

- The Bright College must give a notice to the Secretary and the TPS if an overseas student or intending overseas student defaults in relation to a course provided by the provider at The Bright College location.
- 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 (30 days).
- The notice must include the following:
 - a. whether The Bright College provided a refund under section 47D or 47E
 - b. details of the student The Bright College provided the refund to

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c. details of the amount of the refund provided.

- The notice must comply with any requirements of a legislative instrument made by the Minister by legislative instrument to specify requirements for a notice given to detail the refund provided.

Recovering an amount by court action

An overseas student or intending overseas student may recover an amount owing to the student under Division 2 of the ESOS Amendment (Tuition Protection Service and other measures) Act 2012 as a debt by action in a court of competent jurisdiction.

5. Internal controls

- Maintain current TPS contact details and authorised staff responsibilities.
- Maintain a provider-default response checklist and communication templates.
- Ensure fee, written-agreement and student records are accurate and retrievable.
- Record all actions and evidence in the student, finance and compliance files.
- Test TPS/default preparedness as part of internal audit and business continuity review.

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