

Tuition Fee Refunds Policy (Domestic -CRICOS)

Provider	The Bright College RTO 45752 CRICOS 03945D
Campus	Level 2, 440 William Street, Perth WA 6000
Policy version	3.1
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Applies to	All applicable domestic and international students
Policy owner	CEO / RTO Manager
Next review	15 September 2027

Regulatory framework

This policy is to be read with the legislation, standards and instruments applicable at the time of the relevant enrolment, withdrawal or default, including:

- National Vocational Education and Training Regulator Act 2011 (Cth);
- National Vocational Education and Training Regulator (Outcome Standards for Registered Training Organisations) Instrument 2025;
- National Vocational Education and Training Regulator (Compliance Standards for NVR Registered Training Organisations and Fit and Proper Person Requirements) Instrument 2025;
- applicable 2025 Standards for RTOs;
- Education Services for Overseas Students Act 2000 (Cth);
- Education Services for Overseas Students Regulations 2019;
- National Code of Practice for Providers of Education and Training to Overseas Students 2018, as amended;
- Education Services for Overseas Students (Calculation of Refund) Instrument 2024, where applicable;
- ELICOS Standards 2018, where applicable;
- Australian Consumer Law, Schedule 2 to the Competition and Consumer Act 2010 (Cth);
- Privacy Act 1988 (Cth);
- Student Identifiers Act 2014 (Cth);
- Australian Qualifications Framework; and
- other applicable Commonwealth and Western Australian legislation.

The 2025 Standards for RTOs commenced on 1 July 2025 and include Outcome Standards and Compliance Standards relevant to student information, fees, refunds, complaints, certification and fee protection.

1. Purpose

The purpose of this policy is to establish transparent, fair, consistent and legally compliant arrangements for:

- tuition and non-tuition fees;
- payment arrangements;
- student withdrawal and cancellation;
- refunds and credits;
- provider default;
- student default;
- student visa refusal;
- short-course cancellations;
- fee protection arrangements; and
- complaints and appeals concerning refund decisions.

The policy is designed to ensure that students receive clear information about their financial obligations and refund rights before entering into an enrolment or written agreement.

Where a student is an overseas student or intending overseas student, the Education Services for Overseas Students Act 2000 (ESOS Act), applicable legislative instruments, the National Code of Practice for Providers of Education and Training to Overseas Students 2018, the applicable Written Agreement and the Tuition Protection Service requirements prevail over any inconsistent provision in this policy.

2. SCOPE

This policy applies to:

2.1 Domestic students

Students undertaking nationally recognised VET training who are not studying under the ESOS framework.

2.2 Overseas students

Students enrolled in CRICOS-registered courses who are required to hold a Student Visa.

2.3 ELICOS students

Students enrolled in English Language Intensive Courses for Overseas Students, where applicable.

2.4 Short-course participants

Participants enrolled in short courses, workshops, first aid, manual handling, medication competency or other non-CRICOS training.

Where different legal requirements apply to a particular student category, the applicable legislation and written agreement will determine the student's refund entitlement.

3. Policy principles

The Bright College will:

1. provide students with clear and accurate fee information before enrolment;
2. ensure fees, payment arrangements and refund conditions are documented in the applicable written agreement;
3. apply refund arrangements consistently and transparently;
4. comply with the Australian Consumer Law where applicable;
5. comply with the ESOS Act and National Code for overseas students;
6. not impose a cancellation charge that is unlawful, unreasonable or inconsistent with statutory rights;
7. assess refund applications individually where required by law or the applicable agreement;
8. provide written reasons for refund decisions;
9. provide access to complaints and appeals processes;
10. maintain appropriate records of refund decisions and payments; and
11. ensure that the College's refund arrangements do not remove rights available to a student under applicable legislation.

4. FEE INFORMATION PROVIDED BEFORE ENROLMENT

Before a student enrolls, the College will provide or make available information concerning:

- course tuition fees;
- application fees;
- materials fees;
- administrative fees;
- assessment or reassessment fees, where applicable;
- work placement-related fees, where applicable;
- accommodation or accommodation-placement fees, where applicable;
- OSHC arrangements for overseas students;
- payment schedules;
- deposit requirements;
- refund and cancellation conditions;
- deferral fees, where applicable;
- late payment fees, where applicable;
- other non-tuition fees; and
- applicable government subsidies or funding arrangements.

For CRICOS students, these matters must also be reflected in the student's Written Agreement.

5. DEFINITIONS

5.1 Student default

For an overseas student, student default has the meaning given under the ESOS Act and may include:

- failure to commence on the agreed starting day;

- withdrawal from the course;
- failure to pay an amount the student is liable to pay;
- breach of a student visa condition; or
- certain cases of misbehaviour, subject to applicable requirements including procedural fairness.

For domestic students, student default means a withdrawal, cancellation or other event that gives rise to cancellation under the student's enrolment agreement and applicable College policies.

5.2 Provider default

For an overseas student, provider default has the meaning given under the ESOS Act and includes circumstances where the College:

- fails to commence the course on the agreed starting day; or
- ceases to provide the course after commencement and before completion,

subject to the statutory provisions and exceptions.

For domestic students, provider default includes circumstances where the College cannot provide the agreed training or assessment services.

5.3 Written Agreement

For an overseas student, the Written Agreement is the agreement entered into between the student and the College setting out the course, fees, payment arrangements, refund provisions and other required information.

6. DOMESTIC STUDENT REFUNDS

6.1 General rule

A domestic student's refund entitlement will be determined by:

- the student's enrolment agreement;
- the current fee schedule;
- services already provided;
- materials or resources already supplied;
- any disclosed and reasonable administration costs;
- applicable consumer-law rights; and
- the circumstances giving rise to withdrawal or cancellation.

The College will not automatically classify all fees as non-refundable.

6.2 Student withdrawal before commencement

Where a domestic student withdraws before commencement, the College will assess the refund having regard to the student's agreement and the services already provided.

Any application or administration fee may be retained only where this was clearly disclosed before enrolment and is lawful.

Where materials have already been provided or a service has already been substantially delivered, the College may deduct the reasonable amount applicable to those services, subject to the student's statutory rights.

6.3 Student withdrawal after commencement

Where a domestic student withdraws after commencement, the College may retain the portion of fees relating to services already provided.

Any unused prepaid amount will be assessed for refund in accordance with the student's agreement and applicable consumer-law requirements.

The College will not impose an automatic forfeiture of all prepaid fees merely because training has commenced.

6.4 Provider cancellation or failure to provide services

If the College is unable to provide the agreed training or assessment services, the College will, where appropriate:

- offer an equivalent alternative arrangement;
- offer transfer to another suitable delivery arrangement with the student's agreement; or
- provide a refund for services paid for but not provided.

The remedy will depend on the circumstances and applicable law.

7. INTERNATIONAL / CRICOS STUDENT REFUNDS

7.1 Priority of ESOS legislation

For an overseas student or intending overseas student, the College will apply the ESOS Act, National Code, applicable refund instrument and Written Agreement.

If this policy conflicts with a mandatory requirement of the ESOS framework, the mandatory legal requirement prevails.

7.2 Student default

An overseas student may be considered to have defaulted in circumstances prescribed by the ESOS Act, including withdrawal, failure to commence, non-payment, certain visa breaches or applicable misconduct circumstances.

The College will apply the refund provisions contained in the student's compliant Written Agreement, subject to the minimum requirements of the ESOS Act.

7.3 Student visa refusal

Where a student's Student Visa application is refused, the College will determine the applicable refund in accordance with the ESOS Act and the **Education Services for Overseas Students (Calculation of Refund) Instrument 2024**.

For example, where the statutory visa-refusal provisions apply to a student who has not commenced the course, the statutory calculation provides for the course fees less the lesser of:

- 5% of the relevant course fees received; or
- \$500.

Different statutory calculations may apply where visa refusal results in withdrawal after commencement or another form of student default.

The College will not substitute a fixed administrative fee for the statutory calculation.

7.4 Provider default

If the College defaults under the ESOS Act, the College will comply with its statutory obligations, including providing the student with the required alternative course or refund arrangements.

The College will act within the statutory provider-default timeframe and comply with applicable TPS requirements.

Where a provider default occurs, the College will also provide the student with clear information regarding the Tuition Protection Service.

7.5 Tuition Protection Service

The Tuition Protection Service exists to support overseas students where a provider is unable to meet its obligations.

Where required, the College will cooperate with the TPS and provide all information and assistance required under the ESOS framework.

Students may obtain information through the Australian Government's Tuition Protection Service.

8. REFUND OF NON-TUITION FEES

Non-tuition fees must be assessed individually.

Examples include:

- application fees;
- materials fees;
- administration fees;
- accommodation-placement fees;
- accommodation fees;
- OSHC payments;

- reassessment fees;
- deferral fees; and
- other disclosed charges.

A non-tuition fee may be retained only where:

1. the fee was clearly disclosed before enrolment;
2. the fee is permitted under applicable law;
3. the service, resource or cost associated with the fee has been incurred or provided, where relevant; and
4. no statutory refund right requires otherwise.

For overseas students, non-tuition fee treatment must also comply with the ESOS Act, National Code and Written Agreement.

9. MATERIALS FEES

Materials fees will be disclosed before enrolment.

Where materials have already been supplied to the student, the College may retain the applicable amount where permitted under the student's agreement and applicable law.

Where materials have not been supplied and no associated service or cost has been incurred, the College will assess whether the amount should be refunded.

A blanket statement that all materials fees are non-refundable will not override statutory rights.

10. APPLICATION AND ADMINISTRATION FEES

Application and administration fees will be clearly disclosed before enrolment.

The College may retain an application or administration fee where:

- the fee was disclosed before enrolment;
- the fee relates to services actually undertaken; and
- retaining the fee is permitted under applicable law.

For overseas students, any refund relating to visa refusal will be calculated in accordance with the ESOS framework where that framework applies.

11. OSHC

Where OSHC is arranged through the College or its nominated provider:

- the student's OSHC arrangements will be governed by the relevant insurer's terms and conditions;
- refunds will be processed in accordance with the insurer's applicable rules;
- the College will not retain an amount that is required to be refunded by the OSHC provider; and
- any refund due to the student will be clearly communicated.

12. ACCOMMODATION

Where the College arranges accommodation or homestay services:

- accommodation fees and placement fees will be disclosed before the service is arranged;
- cancellation arrangements will be documented;
- any refund will take into account services already provided and contractual commitments;
- third-party accommodation provider terms will be disclosed where relevant; and
- applicable consumer-law rights will continue to apply.

13. SHORT COURSES AND WORKSHOPS

For short courses and workshops, cancellation and refund conditions will be disclosed before payment.

Unless a different arrangement is specified in the relevant course information:

- students should provide written cancellation notice as early as possible;
- refunds will depend on the timing of cancellation and whether resources or services have already been provided;
- transfer or credit may be offered at the College's discretion where operationally appropriate; and
- statutory consumer rights will not be excluded.

14. REFUND APPLICATION PROCESS

A student seeking a refund should submit:

- Refund Application Form;
- student identification details;
- course details;
- reason for withdrawal/cancellation;
- evidence supporting the request, where relevant;
- payment details; and
- authority for an alternative refund recipient where legally permitted.

The College may request additional evidence where reasonably necessary to assess the claim.

15. REFUND ASSESSMENT

The authorised decision-maker will:

1. confirm the student's enrolment and payment history;
2. identify the applicable student category;
3. determine whether domestic or ESOS rules apply;
4. identify the relevant default or withdrawal date;
5. identify services already delivered;
6. review the Written Agreement and applicable fee schedule;
7. calculate the refund;

8. document the decision and reasons;
9. obtain required approval; and
10. arrange payment through the approved finance process.

Refund calculations must be independently checked where required by the College's financial controls.

16. REFUND PAYMENT

Approved refunds will be paid to the person legally entitled to receive the refund.

For overseas students, refunds will be paid in accordance with the ESOS Act and Written Agreement.

The College will not redirect an overseas student refund to another person unless the relevant Written Agreement and applicable legislation permit the payment.

Where payment to an authorised third party is permitted, appropriate written authority and identity verification must be obtained.

Refunds will normally be made through the original or approved payment method unless another lawful arrangement is documented.

17. REFUND DECISION NOTICE

The College will provide the student with a written refund statement setting out:

- amount paid;
- amount retained;
- amount refunded;
- calculation method;
- relevant dates;
- applicable fees or charges;
- reason for the decision; and
- complaint/appeal options.

For overseas students, the notice will also identify the applicable ESOS/TPS provisions where relevant.

18. COMPLAINTS AND APPEALS

A student who disagrees with a refund decision may access the College's Complaints and Appeals Policy.

The availability of the College's complaints and appeals process does not remove any statutory rights available to the student under applicable consumer protection or ESOS legislation.

Refund decisions must be reviewed fairly and in accordance with procedural fairness.

19. OUTSTANDING FEES AND DEBT RECOVERY

Where a student owes fees that are properly due under the applicable agreement:

- the College may issue a written payment demand;
- the College may restrict further services where permitted under the agreement and applicable law;
- the College may pursue lawful debt recovery action; and
- reasonable recovery costs may be sought where legally recoverable and properly disclosed.

Debt recovery action must not be used to circumvent a student's statutory refund, complaint or appeal rights.

20. AQF CERTIFICATION

The College will issue AQF certification documentation only where the student has met the requirements of the relevant training product.

Where agreed fees remain unpaid, certification may be withheld only to the extent permitted by the applicable 2025 Compliance Standards and College procedures.

The College will not withhold certification where doing so would be contrary to applicable legislation or regulatory requirements.

21. FEE PROTECTION

The College will maintain fee-protection arrangements required by the applicable 2025 Compliance Standards.

Where prepaid fees exceed the applicable threshold, the College will maintain the required financial guarantee, tuition assurance arrangement or other approved fee-protection mechanism.

Fee protection requirements under the RTO framework do not replace or override the separate statutory requirements applying to CRICOS students under the ESOS framework.

22. RECORD MANAGEMENT

The College will retain appropriate records of:

- student payments;
- invoices and receipts;
- refund applications;
- supporting evidence;
- refund calculations;
- approvals;
- refund payment evidence;
- cancellation records;
- complaints and appeals;
- provider-default records;
- TPS correspondence; and

- relevant Written Agreements.

Records will be maintained in accordance with the College's Records Management, Privacy and Information Security policies and applicable legislation.

23. RESPONSIBILITIES

CEO / RTO Manager

Responsible for:

- approving policy implementation;
- authorising refund decisions within delegated authority;
- ensuring regulatory compliance;
- overseeing provider-default arrangements; and
- monitoring refund trends and risks.

Administration / Student Services

Responsible for:

- receiving refund applications;
- verifying documentation;
- maintaining student records;
- preparing refund calculations; and
- communicating decisions.

Finance

Responsible for:

- verifying payment records;
- processing approved refunds;
- maintaining financial evidence; and
- reconciling refund transactions.

Compliance

Responsible for:

- monitoring legislative changes;
- reviewing refund processes;
- conducting compliance audits;
- monitoring ESOS/TPS requirements; and
- identifying systemic issues.

24. COMPLIANCE MONITORING

The College will periodically review:

- refund applications and outcomes;
- refund processing times;
- cancellation fees;
- visa-refusal refunds;
- provider-default events;
- complaints and appeals;
- fee-protection arrangements;
- Written Agreement compliance; and
- changes to legislation and regulatory guidance.

Material or repeated refund issues will be considered as part of the College's continuous improvement and risk-management processes.

25. RELATED DOCUMENTS

This policy should be read with:

- Student Written Agreement;
- Letter of Offer;
- Fee Schedule;
- International Student Policy;
- International Student Fees and Refunds Procedures;
- Tuition Protection Service procedures;
- Complaints and Appeals Policy;
- Deferral, Suspension and Cancellation Policy;
- Student Code of Conduct;
- Admissions and Enrolment Policy;
- Records Management Policy;
- Privacy Policy; and
- Fee Protection arrangements.