

International Students – Refund Policy

[ESOS Act – National Code Standard 3]

- All of Brighton Grammar School’s policies are intended to be up to date and be consistent with all relevant laws.
- Employees are expected to comply with all applicable policies.
- Various parts of the policies require managers and staff to exercise discretion, and the policies are not intended to be applied in a legalistic or prescriptive manner.
- These policies may be varied by Brighton Grammar School from time to time, at its absolute discretion.
- Brighton Grammar School is fully committed to the protection of children and young people during all School activities and environments both within and outside of School hours.
- This is a whole of school policy and there may, from time to time, be variations in different parts of the School. In such circumstances, advice will be issued by the relevant Head of School.

Introduction

The Education Services for Overseas Student (ESOS) Act sets out the legal framework governing delivery of education to overseas students studying in Australia on a Student Visa. Within the ESOS legislative framework are the standards to ensure quality with which Brighton Grammar School (BGS) must comply in order to retain registration as an educational provider for International Students – the National Code of Practice for Providers of Education and Training to Overseas Students 2018 (National Code 2018).

This Policy outlines the principles and approach for the refund of pre-paid fees for international students, in line with Standard 3.

Standard 3: Formalisation of enrolment and written agreements. The obligations and rights of both registered providers and overseas students must be clearly set out in a formal written agreement between the two parties.

Purpose

Brighton Grammar School acknowledges that there may be circumstances that arise that would require an enrolled family to require a refund for school fees already paid to the school.

This policy outlines the requirements and processes in place should a request for refund be required and must be read in conjunction with the School’s Business Notice and General Regulations and the student’s Conditional Letter of Offer and Written Agreement.

Provider Default

Under section 47B and 47D of the ESOS Act, Brighton Grammar School is obligated and will provide refunds to International Students where:

- The student is unable to commence the course due to withdrawal of the offer by the School
- The student is unable to continue in an already commenced course due to default by the School

Refund Scenario	Refund Calculation
The student is unable to commence the course due to withdrawal of the offer by the School	All payments that have been made in advance (Tuition and Non-Tuition fees)
The student is unable to continue with an already commenced course due to default by the School	Pro rata calculation of all payments, including Tuition and Non-Tuition fees made in advance to the School <i>See below formula under 'Visa refusal after commencement' for calculation of refund</i>

It should be noted that in the case of default by the School, the Tuition Protection Service (TPS) is in place to protect international students. The School's obligations include but are not limited to:

- Giving written notice of the default to the relevant ESOS agency and the TPS Director within 3 business days of the default occurring;
- Giving written notice of the default to the students in relation to whom the provider has defaulted;
- Discharging its obligations to students within the provider obligation period of 14 days after the default day by either:
 - Arranging for students to be offered a place in an alternative course (and the student accepting that offer in writing); or
 - Providing a refund of unspent tuition fees; and
 - Notifying the relevant ESOS agency and the TPS Director of the outcome of discharge of obligations within 7 days after the end of the provider obligation period.

Following a provider default, the TPS aims to provide affected students with options for continuing their studies in a similar course with an alternative Australian provider, if any such courses are available. The international student has the right to seek further advice from the Tuition Protection Services (TPS):

[International Students - Department of Education, Australian Government](#)

Student Default

If a student cannot commence at Brighton Grammar school due to a visa refusal and it is prior to the commencement date of the course of study, the family is entitled to request a refund of the full amount of fees already paid less \$500 or 5% (the lesser value) of the paid amount.

However, if a student has enrolled but fails to commence study at Brighton Grammar after the course has started due to Visa refusal or must cease study due to Visa refusal the family may be entitled to a full or partial refund of any upfront tuition costs less administration fees.

Refunds will be calculated using the following formula:

Calculation 1

$$\frac{\text{Total paid tuition fees for the semester}}{\text{Number of calendar days in the semester}} \times 7 = \text{Weekly tuition fee (rounded up to the nearest \$)}$$

Calculation 2

$$\frac{\text{Number of Calendar days from the default day to the end of the semester}}{7} = \text{Weeks in default period (Round up to the nearest whole number)}$$

$$\text{Refund amount} = \text{Weekly tuition fee (Calculation 1)} \times \text{Weeks in default period (Calculation 2)}$$

In Accordance with subsection 47D (5) of the ESOS Act, The School is not required to provide a refund under this section if:

- The student was refused a student visa; and
- 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:
 - The student's failure to start the course at the location on the agreed starting day;
 - The student's withdrawal from the course at that location;
 - The student's failure to pay an amount he or she was liable to pay the provider, directly or indirectly, in order to undertake the course at that location.

Refund in other cases

The School must provide a refund under this section if:

- an overseas student or an intending overseas student defaults in relation to a course at a location; and either:
 - the provider has not entered into an agreement with the student that meets the requirements of section 47B; or
 - the provider is not required to pay a refund to the student because of subsection 47D(5) (refusal of student visa).

Refund Process

The School will only grant a refund when the following process is followed:

- (1) All applications for refund must be made in writing via email the Finance Manager via fees@brightongrammar.vic.edu.au for consideration and calculation.
- (2) An overseas student or intending overseas student pays any outstanding debts to the School or authorises any outstanding debts to be deducted from the refund.
- (3) The School approves the refund under this policy.

- (4) The school will refund any agreed amounts within 4 weeks of the written request for a refund. The refund will be paid in AUD and directly to the person who made the initial payment to the School.

In accordance with subsection 47H of ESOS Act, the School will notify the ESOS agency for the provider and the TPS Director within 7 days after the end of the obligation period if:

- an overseas student or intending overseas student defaults in relation to a course provided by the provider at a location; and the provider is required to provide a refund under section 47E.
- The notice will include the following:
 - whether the provider provided a refund under section 47E;
 - details of the student the provider provided the refund to;
 - details of the amount of the refund provided.

Challenging a refund decision

Parents can appeal a refund decision if they believe the refund amount is incorrect or the Refund Policy has not been correctly applied. Please see the Complaints and Appeals Policy for further information, including instructions on how to lodge a complaint or an appeal and information on external complaints and appeals

Failure to Provide a Refund

It is an offence under the ESOS Act for the School to fail to provide a refund to an overseas student or intending overseas student in accordance with the School's obligations under sections 47D or 47E of the ESOS Act.

Record Keeping

We acknowledge that good records management practices are a critical element of International Student Safety and Wellbeing and manage our records in accordance with our Records Management Policy and Procedures which are aligned with the Public Record Office Victoria Recordkeeping Standards and the Records, Retention and Disposal Schedule for Non- Government Schools guidelines.

All records and prescribed information about the accepted enrolment of each International Students are kept as set out in section 21 of the ESOS Act. All written agreements as well as receipts of payments made by students' families under the written agreement will be kept for a minimum of 2 years after the person ceases to be an enrolled student. Brighton Grammar will review all records relating to accepted international students every 6 months to ensure accuracy. This includes written confirmation of:

- Students current Australian residential address
- Students contact phone number.
- Students email address.

PRISMS - (Provider Registration and International Student Management System)

To ensure compliance with Section 21 of the ESOS Act, CRICOS Brighton Grammar maintains an up-to-date and accurate student register that records details of all enrolled overseas students. This includes promptly updating enrolment information such as course commencement dates, changes to student details, and course completions or terminations. The school will report any variations through PRISMS within the required frames specified by the ESOS legislation. Maintaining the currency of this register is essential for meeting the provider's obligations under the Act, supporting visa integrity, and safeguarding the rights and welfare of international students.

Changes to Registration Status

In accordance with CRICOS Standard 11.2, any change to the ownership, directorship, or key

management of the provider must be identified and reported without delay to the Department. Staff or Council members who become aware of such changes are required to notify the Principal immediately. The Principal will verify the details of the change, including the effective date and supporting documentation. Once verified, the Principal or delegate will notify the Department of Education through PRISMS or another prescribed channel within 10 working days of the change. Copies of all notifications, supporting evidence, and acknowledgement from the Department must be securely stored for a minimum of seven years.

The School will retain records as per the BGS Records and Data Management Policy, Records, Retention and Destruction Schedule, BGS Privacy Policy and ESOS Act. Records are kept on the student's file on the School database. Retention practices include:

Documentation	Criteria	Retention timeline
Attendance records, absence information, sign in and sign out registers	Homestay Students	Indefinitely
Attendance records, absence information, sign in and sign out registers	International students not in homestay	75 years from date of birth
Teaching and Learning – academic results, student reports	Homestay Students	Indefinitely
Teaching and Learning – academic results, student reports	International students not in homestay	75 years from date of birth
Co-curricular activities – participation, injury and accident records	Homestay Students	Indefinitely
Co-curricular activities – participation, injury and accident records	International students not in homestay	75 years from date of birth
Pastoral records, including orientation / transition checklists, critical incident records, behavioural reports	Homestay Students	Indefinitely
Pastoral records, including orientation / transition checklists, critical incident records, behavioural reports	International students not in homestay	75 years from date of birth
Details of any complaints or appeals	Homestay Students	Indefinitely
Details of any complaints or appeals	International students not in homestay	75 years from date of birth
Detailed records and copies of all original enrolment communication, which may include application records, Conditional Letters of Offer and Written Agreements, and payment receipts provided	All international students	At least 2 years after the student ceases to study at BGS (hard copies) Indefinitely (digital summary)
Records and communication related to changes to enrolment, which may include initial request documentation, decision making process and outcomes	All international students	At least 2 years after the student ceases to study at BGS (hard copies) Indefinitely (digital summary)
All departure/exit records	All international students	25 years from the student's date of birth (must be destroyed)

Supporting Documentation

- National Code of Practice for Providers of Education and Training to Overseas Students 2018
- Education Services for Overseas Students Act 2000
- International Students – Enrolment Policy
- International Students – Refund Policy
- International Students – Academics and Attendance Policy
- International Students – Student Support Services and Critical Incident Policy
- International Students – Homestay Accommodation Policy
- International Students – Transfer, Defer, Suspend or Cancel Enrolment Policy
- International Students – Complaints and Appeals Policy
- International Students – Conditional Letter of Offer and Written Agreement (Template)
- International Students Handbook
- International Students – Homestay Accommodation Request (Template)
- International Students – Formal Complaint form (Template). *NOTE: Also embedded in International Students – Complaints and Appeals Policy Appendix*
- International Students – Education Agent Agreement (Template)
- International Students – Student Safety Card (Template)
- Orientation Checklist for International Students
- BGS Business Notice and General Regulations
- BGS Records and Data Management Policy
- BGS Data Records, Retention and Destruction Schedule
- BGS Privacy Policy
- BGS Child Safety and Wellbeing Policy
- BGS Child Safety Code of Conduct
- BGS Child Safety and Wellbeing Reporting Obligations Policy
- BGS Child Safety and Wellbeing Complaints Process
- BGS Whistleblower Policy
- BGS Critical Incident Management Policy
- BGS Emergency Management Plan

This Policy is a controlled document. Any printing of this document is uncontrolled. Please refer to the school portal for the latest version of this policy	
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