



# Statement of VET Tuition Assurance for Exempt TAFE VET Student Loans Providers

## Purpose

North Regional TAFE (NR TAFE) is required to comply with Vocational Education and Training (VET) tuition assurance requirements as described in the *VET Student Loans Act 2016* (the Act), unless exempted from this requirement by a Minister from the Commonwealth Department of Education and Training. VET tuition assurance arrangements are designed to protect domestic VET students in the event that NR TAFE ceases to be able to provide a course of study, in which a student is enrolled.

## Introduction

- Tuition assurance protects students in the event a course provided by an approved VET Student Loan (VSL) provider ceases to be provided after it starts but before it is completed. Affected students are offered a replacement course, sometimes with another provider, and where this is not possible, the students' FEE-HELP balance for the affected part of the course will be re-credited.
- As an approved provider under the Act, NR TAFE ABN: 85 116 774 747 must be a party to an approved tuition assurance arrangement or have an approved exemption in place.
- From 1 January 2020, providers are required to comply with new VSL tuition protection arrangements as set out in the Act. NR TAFE is exempt from Part 5A of the Act, with the exception of obligations to provide information about replacement courses and the obligations of providers who provide replacement courses.
- This statement sets out the arrangements for tuition assurance that will apply from 1 January 2020 and NR TAFE's obligations from that date.
- If any changes occur to the proposed arrangements outlined below, a revised statement will be provided on NR TAFE's website and advised to all students that have enrolled in the intervening period.

**What happens if NR TAFE defaults in relation to a student, that is, ceases to provide a course after it starts but before it is completed, or fails to start a course on the scheduled start day?**

## Information for affected students

- NR TAFE will notify affected students in writing that an approved course is no longer provided, within 24 hours of a default occurring and give written notice to the VSL Tuition Protection Director of the circumstances of the default;
- As soon as practicable, NR TAFE will also update its website to reflect that the course is no longer being delivered and to give students tuition protection information.
- Within three business days of the default occurring, give the VSL Tuition Protection Director the information required under subsection 66C(3) of the Act.

## Replacement courses

- NR TAFE will work with affected students to identify a replacement course and arrange for students to be placed with replacement providers.



- Replacement courses must meet the following requirements:
  - the course must lead to the same or comparable qualification as the original course;
  - the mode of delivery of the replacement course must be the same as or, with the student's consent, similar to the mode of delivery for the original course;
  - the location of the replacement course must be reasonable, having regard to the costs of, and the time required for, a student's travel; and
  - the student will not incur additional fees that are unreasonable and will be able to attend the replacement course without unreasonable impacts on the student's prior commitments.
- If NR TAFE decides that there is a suitable replacement course available, a written notice will be given to the student that includes the following:
  - a description of each suitable replacement course, including the qualification the course leads to;
  - the contact details of the provider of each suitable replacement course;
  - an explanation that, if tuition fees have been paid for the affected part of the original course, tuition fees would not be payable for the replacement component of the replacement course;
  - an explanation that if the student chooses to enrol in another course, there is no obligation on the provider of the other course to offer a replacement component without charge to the student;
  - an explanation of the matters the provider must consider in deciding whether there is a suitable replacement course; and
  - an explanation that the student has a right to request reconsideration of NR TAFE's decision within 28 days;
  - an explanation that if, upon reconsideration, it is determined that there is no suitable replacement course for the student, an amount equal to the student's loan amount that has been used to pay tuition fees for the student will be re-credited to the student's HELP balance.
- Affected students will be offered a replacement course and may seek a review about whether the course offered to them meets the requirements for replacement courses.
- A student who accepts the replacement course offered will not be required to pay the replacement provider for the replacement components of the replacement course. However, the fees payable for the remainder of the replacement course may be different from the fees payable for the original course.
- A student who accepts the replacement course offered will also receive course credits for parts of the original course successfully completed by the student, as evidenced by:
  - a copy of a statement of attainment or other Australian Qualifications Framework certification document issued by the course provider or an authorised issuing organisation in accordance with the Australian Qualifications Framework; or
  - a copy of an authenticated VET transcript issued by the Student Identifiers registrar.
- Each affected student will have a period of six months in which to accept the replacement course offer. The Commonwealth Department of Education may extend that period in circumstances that justify an extension.



- If an affected student enrolls in a course that is not a replacement course, the student may be required to pay additional tuition fees and might not receive the course credits the student would have received if the student had enrolled in a replacement course.

### Re-crediting of students' FEE-HELP balances

- Where there is no suitable replacement course for a student, NR TAFE will re-credit the student's FEE-HELP balance for the affected parts of the original course. The amount re-credited will be equal to the amount of VSL used to pay tuition fees for the student for the course, or parts of the course.

### Prepaid fees

- For tuition fees paid up-front greater than \$1500, NR TAFE has a Student Withdrawal and Fee Refund policy addressing learner fee protection arrangements.
- For tuition fees paid up-front below \$1500, students should be aware that there is no formal protection in place and students will be responsible to seek a refund for these fees directly from NR TAFE if it fails to provide the agreed services.

### Obligations of replacement provider

Where a student accepts an offer in a replacement course where NR TAFE is the approved course provider who provides the replacement course, NR TAFE will:

- give written notice of the acceptance to the VSL Tuition Protection Director within 14 days of the acceptance
- ensure that the student receives credits for the parts of the original course successfully completed by the student, as evidenced by:
  - a statement of attainment or other Australian Qualifications Framework certification documentation issued in accordance with the Australian Qualifications Framework; or
  - an authenticated VET transcript issued by the Student Identifiers registrar.
- ensure that the student is not charged tuition fees for a replacement component of the replacement course – if tuition fees have been paid for the effected part of the original course.
- ensure the student is enrolled in the replacement course as soon as practicable.
- the VSL Tuition Protection Director is given written notice of the acceptance within 14 days of the acceptance.

### Record keeping

It is suggested best practice for students to retain assessments, records of competencies or statements of attainment that they receive from their education provider.

### Legislative and/or Institute Management Context

This statement enables NR TAFE to comply with regulatory and management instruments including but not limited to:

- VET Student Loan (Course and Caps) Determination 2016
- *VET Student Loan Rules 2016 (Cth)*
- *VET Student Loans (VSL Tuition Protection Levy) Act 2020*
- *VET Student Loans Act 2016 (Cth)*