

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

## Statement

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Related policies and documents:	Student Complaints, Grievance and Appeals Procedure Fees, Charges and Refunds Policy VET Student Loans Act 2016 (Clth)

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## Purpose

To ensure compliance with requirements of the VET Student Loans (VSL) Act 2016 (Clth).

To ensure students are aware of their rights and options relating to tuition assurance if William Angliss Institute (WAI) ceases to provide a VET course of study after a student has commenced it.

## Statement

William Angliss Institute (WAI) is required to comply with VET tuition assurance requirements as described in the VET Student Loans Act 2016 (VSL Act) (Clth), unless exempted from this requirement by a Minister from the Commonwealth Department of Employment and Workplace Relations. VET tuition assurance arrangements are designed to protect domestic VET students if WAI ceases to provide a course of study in which a student is enrolled.

This statement sets out WAI's obligations and arrangements for tuition assurance and related advice.

Tuition assurance protects students in the event an approved VET Student Loans (VSL) provider ceases to provide a course (after its commencement but before its completion). 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 VET Student Loans Act 2016 (Clth), WAI must be a party to an approved tuition assurance arrangement or have an approved exemption in place.

WAI is exempt from the requirement to meet the tuition protection requirements as set out in Part 5A of the VSL Act (effective 1 January 2020). Instead WAI's obligation is to provide students with information about replacement courses/units and the obligations of providers who provide replacement courses.

If any changes occur to the proposed arrangements outlined below, a revised statement will be provided on WAI's website and all students that have enrolled in the intervening period will be advised.

## What happens if WAI ceases to provide a course of study (after its commencement but before completion)?

### Information for affected students

WAI will notify affected students in writing within 24 hours of a change to planned course/unit delivery.

As soon as practicable, WAI will also update its website to reflect that the course is no longer being delivered and to give students tuition protection information.

### Replacement courses

WAI will work with affected students to identify a replacement course and arrange for students to be placed with either a replacement provider or in a replacement course.

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 WAI decides that there is a suitable replacement course available, a written notice will be given to the student that includes the following:

- i. a description of each suitable replacement course, including the qualification the course leads to.
- ii. the contact details of the provider of each suitable replacement course.
- iii. 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.
- iv. 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.
- v. an explanation of the matters the provider must consider in deciding whether there is a suitable replacement course (as per Replacement course requirements); and
- vi. an explanation that the student has a right to request reconsideration of WAI's decision within 28 days.
- vii. 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 review is initiated by lodging a complaint through the Student Complaints, Grievance and Appeals Procedure within 28 days of receiving the notice of offer. The original course cancellation will take final effect only after any grievance procedures initiated by the student have been completed.

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 (6) months in which to accept the replacement course offer. The Commonwealth Department of Employment and Workplace Relations 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, WAI 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 VET student loan 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, WAI, as a Government Entity, has a Fees, Charges and Refunds 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 for seeking a refund for these fees directly from WAI, if WAI fails to provide the agreed services. WAI has in place a Fees, Charges and Refunds Policy. If the provider is under external administration, this may require the student submitting a proof of debt with the external administrator.

### Obligations of replacement provider

Where a student accepts an offer in a replacement unit or replacement course where WAI is the approved provider for the replacement unit or course, WAI will:

- i. give written notice of the acceptance to the VSL Tuition Protection Director within 14 days of the acceptance
- ii. 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.
- iii. ensure that if tuition fees have been paid for the affected part of the original course, the student is not charged tuition fees for the replacement component of the replacement course; and
- iv. ensure the student is enrolled in the replacement course as soon as practicable.

### Record keeping

It is considered 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 WAI to comply with regulatory and management instruments including but not limited to:

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