



STATEMENT OF TUITION ASSURANCE FOR EXEMPT TAFE VET STUDENT LOANS (VSL) PROVIDERS

Introduction

1. Tuition assurance protects students in the event a course provided by an approved 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.
2. As an approved provider under the *VET Student Loans Act 2016*, South Metropolitan TAFE ABN: 15 965 263 323 must be a party to an approved tuition assurance arrangement or have an approved exemption in place.
3. It is intended that, from 1 January 2018, South Metropolitan TAFE will be exempted from the requirement to be a party to an approved tuition assurance arrangement. Instead, South Metropolitan TAFE is required to comply with interim arrangements which ensure similar tuition assurance protection is provided to students.
4. This statement sets out the interim arrangements for tuition assurance that will apply from 1 January 2018 and South Metropolitan TAFE's obligations from that date.
5. If any changes occur to the proposed arrangements outlined below, a revised statement will be provided on South Metropolitan TAFE's website and advised to all students that have enrolled in the intervening period.

What happens if South Metropolitan TAFE ceases to provide a course after it starts but before it is completed?

Information for affected students

6. Within 2 days, South Metropolitan TAFE will notify students enrolled in the course, in writing, that the course is no longer being provided;
7. Within 7 business days after notifying the students, South Metropolitan TAFE will hold a meeting with the students and the tuition assurance scheme operator for the course at the location where the course was primarily delivered;
8. As soon as practicable, South Metropolitan TAFE will update its website to reflect that the course is no longer being provided and to give tuition assurance information;
9. South Metropolitan TAFE will give the Tuition Assurance Scheme Operator notice of events and student information as required under sections 52 (information about events that affect provider) and 53 (notice and information when course ceases) of the *VET Student Loans Rules 2016*;
10. As soon as practicable after receiving notice that a student's FEE-HELP balance must be re-credited from the operator, re-credit the student's FEE-HELP balance. (required under subsection 73(2) *VET Student Loans Rules 2016*)

Replacement courses

11. South Metropolitan TAFE will work with affected students to identify a replacement course and arrange for students to be placed with replacement providers.
12. 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.
13. 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.
14. 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.
15. 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.
16. Each affected student will have a period of six (6) months in which to accept the replacement course offer. The Department may extend that period in circumstances that justify an extension.
17. 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

18. Where there is no suitable replacement course for a student, South Metropolitan 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 VET student loan used to pay tuition fees for the student for the course, or parts of the course.

Prepaid fees

19. For tuition fees paid up-front greater than \$1500, South Metropolitan TAFE has in place a college Withdrawals and Refunds policy under the RTO Standards.
20. 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 South Metropolitan TAFE if South Metropolitan TAFE fails to provide the agreed services. South

Metropolitan TAFE has in place South Metropolitan TAFE's Withdrawals and Refunds policy. If the provider is under external administration, this may require the student submitting a proof of debt with the external administrator.

Record keeping

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