

Policy: Statement of Tuition Assurance

Objective: The purpose of this policy is to define and outline the process and guideline for domestic VET students accessing a VSL in the event that in the event a course provided by an approved provider ceases to be provided after it starts but before it is completed.

This policy is in accordance with:
VET Student Loans Act 2016
VET Student Loans Rules 2016
VET Student Loans (VSL Tuition Protection Levy) Act 2020
VET Student Loans (Charges) Act 2016
Higher Education Support Act 2003

Last updated: 26 March 2021

Definitions: **AIF** Australian Institute of Fitness Pty Ltd (Head Office | RTOID 121508)
The Provider Australian Institute of Fitness Pty Ltd (Head Office | RTOID 121508)
VSL VET Student Loans
VET Vocational Education and Training
TPS Tuition Protection Service

Policy: 'Tuition protection' refers to the protections and assistance available to support VET Student Loans (VSL) students, in the event that their education provider defaults (ceases delivering their course or closes entirely).

The Australian Government's Tuition Protection Service (TPS) provides tuition protection assistance for domestic students accessing a VSL loan at a private education provider.

In the unlikely event, AIF ceases to provide a course after it starts but before it is completed, there are arrangements in place to ensure a replacement course is identified and the student is placed with a suitable provider.

AIF will notify affected students in writing that an approved course is no longer provided within 2 business days after AIF ceases to provide the course after it starts but before it is completed.

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

AIF will work with affected students to identify a replacement course and arrange for students to be placed with a second provider.

- 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.
- 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 second 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.
- The student 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.
- 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.
- 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.

However, if your provider fails to assist you the Tuition Protection Service (TPS) will contact you directly. The TPS will offer you the option to either receive a refund of tuition fees for affected parts of the course, or assistance to move to a similar replacement course.

The TPS can be contacted at: administrator@tps.gov.au or phone 1300 980 434.

For further information on tuition assurance by TPS for domestic VSL students refer to: <https://tps.gov.au/VET>

Compliance:

As far as this policy imposes any obligations on AIF, those obligations are not contractual and do not give rise to any contractual rights. To the extent that this policy describes benefits and entitlements for Team Members they are discretionary in nature and are also not intended to be contractual. The terms and conditions of employment that are intended to be contractual are outlined in a Team Member's Employment Agreement

AIF may unilaterally introduce, vary, remove or replace this policy at any time in accordance with VSL Legislation, Act and Rules.

Team Member's who fail to comply with this policy may face disciplinary action and, depending on the severity or in the case of repeated non-adherence with the policy whether intentional or otherwise, this may include termination of employment

Where Team Members witness significant departures from the principles of this Policy by others, they are obligated to report it immediately to their Manager, HR, or an iExec Team Member. Failure to do so constitutes a breach of this Policy & the AIF Code of Conduct.

Associated documentation:

- VET Student Loans Act 2016
- VET Student Loans Rules 2016
- VET Student Loans (VSL Tuition Protection Levy) Act 2020
- VET Student Loans (Charges) Act 2016
- VET Student Loans Manual for Providers
- Higher Education Support Act 2003
- Grievance Procedure (External)
- Grievance Policy
- VSL Student Withdrawal Policy and Procedure
- VSL Re-crediting FEE-HELP Balances Procedure
- VSL Tuition Protection Procedure
- VET Student Loans Handbook

Supersedes: Not Applicable**Original Author:** Nouri Groom - Head of Finance: 19 March 2021**Authorised by:** Amber Davies - Head of Administration: 24 March 2021
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