

Policy: VET Student Loans - Tuition Protection Procedure

Objective: VET Student Loan (VSL) tuition protection arrangements provide support and protections for VSL students in the event their private education provider defaults (ceases delivering their course or closes entirely). This procedure aims to ensure that Australian Institute of Fitness (AIF) will perform required actions in relation to VSL provider default or if requested to become a replacement provider for displaced students

This procedure applies to VSL students only. Fee For Service students who made up-front payments can find more information on Australian Skills Quality Authority (ASQA) website at [https:// www.asqa.gov.au/students/provider-closures](https://www.asqa.gov.au/students/provider-closures).

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

Policy: 1.1 What constitutes a Tuition Protection default?

A default occurs when a provider either:

- fails to start a course or part of a course on the day on which it was scheduled to start, and the student has not withdrawn before that day or
- ceases to provide a course or part of a course after commencement but before completion, and the student has not withdrawn before that day.

1.2 Student eligibility for Tuition Protection

VSL students studying with AIF are eligible for tuition protection. If there is a suitable replacement course available, eligible VSL students will be assisted to continue their studies with a replacement provider. Where there is no suitable replacement course, eligible students will be provided with a re-credit to their HELP balance. This re-credit will be for tuition fees paid for the original course or parts of the course, which were not completed due to AIF's default.

1.3 AIF obligations if it defaults

Within 24 Hours of default

- Give written notice to the VSL Tuition Protection Director of the circumstances of the default.
- Notify students enrolled in the course, in writing, the course is no longer being provided
 - AIF will send the student notice to the student's personal email address as shown on the student management system
 - AIF will specify in the student notice:
 - the name of the course, or part or parts of the course the student was enrolled in at the time of the default
 - the date of the default
 - advise of a website specified by the VSL Tuition Protection Director where the student can get further information about tuition protection.

Within 3 business days of a default occurring

- Give written notice to the VSL Tuition Protection Director specifying for each student in relation to who the provider has defaulted:
 - the student's full name and contact details
 - the course, or part or parts of the course, the student was enrolled in at the time of the default
 - the amount of the tuition fees for each course, or part of the course, the student was enrolled in at the time of the default
 - details about the payment of those tuition fees, including the amounts that are covered fees
 - whether the student was studying part-time or full-time
 - the mode of delivery of the original course
 - the location where the original course was primarily delivered
 - whether the student has withdrawn from the course or part of the course and the date of withdrawal
 - any part of the course for which the student has deferred study, the date of the deferral and the date the student is expected to re-commence study
 - the completion status for each part of the course the student has enrolled in, including whether the student's status is ongoing, passed or failed
 - the name and code of each unit of competency as it appears on the National Register of VET for each part of the course the provider has defaulted in relation to a student

As soon as practicable

- Update our website to reflect the course is no longer being provided and to provide tuition protection information.

If requested by the VSL Tuition Protection Director

- Provide to the VSL Tuition Protection Director in relation to students to whom the provider has defaulted, either:
 - a copy of a statement of attainment or other Australian Qualifications Framework (AQF) certification documentation issued by AIF or an

- authorised issuing organisation in accordance with the AQF for the parts of the course the student has completed or
- a copy of an authenticated VET transcript prepared by the Registrar (within the meaning of the Student Identifiers Act 2014) for the parts of the course the student has completed.

1.4 AIF's obligations as a replacement provider

If requested by the VSL Tuition Protection Director, AIF must provide information to assist the Director to make decisions about whether a suitable replacement course exists for displaced students.

If a student accepts an offer of a place in a replacement course, AIF must give written notice of the acceptance to the VSL Tuition Protection Director within 14 days of the student's acceptance of the offer.

AIF must also:

- enrol the student in the replacement course as soon as practicable
- grant course credits for parts of the original course successfully completed by the student, as evidenced by:
 - a statement of attainment or other AQF certification documentation issued in accordance with the AQF; or
 - an authenticated VET transcript prepared by the Registrar (within the meaning of the Student Identifiers Act 2014)
- not charge the student tuition fees for the replacement component of the replacement course if tuition fees have been paid for the affected part of the original course.

[Tuition Protection Service - 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
- 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
Gayle Brimble - Head of Strategy: 24 March 2021
Steve Pettit - CEO: 26 March 2021