

VET Student Loans Tuition Assurance Protection

Tuition assurance protects students in the event a course provided by an approved VET Student Loan 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' VET Student Loans balance for the affected part of the course will be re-credited.

As an approved provider under the *VET Student Loans Act 2016*, Sunraysia Institute of TAFE ABN: 97 260 837 918 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 the new VET Student Loans tuition protection arrangements as set out in the Act. SuniTAFE is exempt from the new arrangement with the exception of obligations relating to providing above replacement courses and obligations of replacement providers.

This statement sets out the arrangements for tuition assurance that will apply from 1 January 2020 and Sunraysia Institute of TAFE's obligations from that date.

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

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

1. SuniTAFE will notify affected students in writing that an approved course is no longer provided within two business days after Sunraysia Institute of TAFE ceases to provide the course after it starts but before it is completed.
2. As soon as practicable, Sunraysia Institute of TAFE will also update its website to reflect that the course is no longer being delivered and to give students information about the relevant tuition assurance arrangements.
3. SuniTAFE 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:
 - a. the course must lead to the same or comparable qualification as the original course;
 - b. 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;
 - c. 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
 - d. 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.
4. 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.

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5. 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.
6. 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. 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
 - b. a copy of an authenticated VET transcript issued by the Student Identifiers registrar.
7. Each affected student will have a period of six months in which to accept the replacement course offer. The Department may extend that period in circumstances that justify an extension.
8. 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' HELP balances

Where there is no suitable replacement course for a student, SuniTAFE will re-credit the student's 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, 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 SuniTAFE if SuniTAFE fails to provide the agreed services. SuniTAFE has in place the Student Withdrawal and Refund of Course Fees Procedure.

If the provider is under external administration, this may require the student submitting a proof of debt with the external administrator.

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.