

VSL TUITION ASSURANCE POLICY AND PROCEDURES

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Documents

Application for Refund Form FM056

Complaint & Appeals Report Form FM011

Complaint Appeal Register FM014

References

Appeals Policy POL002

Complaints Policy POL020

Fee and Refund Policy POL024

Refund and Recredit Policy for VSL POL046

VET Student Loans Debt Review and Recredit Policy POL047

VET Student Loans Policy POL048

VSL Tuition Fee and Charges Policy POL049

VSL Withdrawal Deferral and Cancellation Policy POL050

VSL Student Entry Procedure POL051

[Privacy Act 1988](https://www.oaic.gov.au/privacy-law/privacy-act/) (<https://www.oaic.gov.au/privacy-law/privacy-act/>)

Issuance of Certification Policy POL009

[Quality VET Framework](https://www.asqa.gov.au/vet-registration/understand-requirements-registration/vet-quality-framework) (<https://www.asqa.gov.au/vet-registration/understand-requirements-registration/vet-quality-framework>)

Standards for Registered Training Organisations (RTOs) 2015 Cth.

(<https://www.asqa.gov.au/standards>)

[National Vocational Education and Training Regulator Act 2011](https://www.legislation.gov.au/Details/C2017C00245)

(<https://www.legislation.gov.au/Details/C2017C00245>)

[Clause 7.3—Protecting pre-paid fees by students](https://www.legislation.gov.au/Details/C2017C00245)

[https://www.legislation.gov.au/LZ/C/A/TRAINING%20AND%20SKILLS%20DEVELOPMENT%20ACT%202008/CURRENT/2008.30.UN.PDF](https://www.legislation.gov.au/Details/C2017C00245)

[Competition and Consumer Act 2010](https://www.legislation.gov.au/Details/C2017C00245)

VET Student Loan Act 2016 (Cwth.)

VET Student Loan Rules 2016 (Cwth.)

Australian Human Rights Commission Act 1986 (Cwth.)

Racial Discrimination Act 1975 (Cwth.)

Sex Discrimination Act 1984 (Cwth.)

Disability Discrimination Act 1992 (Cwth.)

Age Discrimination Act 2004 (Cwth.)

Fair Work Act 2009 (Cwth.)

Workplace Gender Equality Act 2012 (Cwth)

Purpose

The purpose of this policy is to ensure students and staff are aware of the way in which Skills Lab meets its legal and ethical requirements in relation to Tuition Assurance Procedures.

The VET Student Loan tuition protection arrangements as set out in the VSL Act provide support and protections for VSL students in the event their private education provider defaults.

An approved VET Student Loans provider must comply with the requirements of the VET Student Loans Ombudsman and fully cooperate with the VET Student Loans Ombudsman to ensure compliance with the Act.

Scope

This policy covers the the procedures Skills Lab will use, as a private VSL provider, in the event of Tuition Protection default, that is if we:

- Fail 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
- Cease to provide a course or part of a course after commencement but before completion, and the student has not withdrawn before that day.

Definitions

VET Student Loans : An Australian Government loans program which assists eligible students to pay tuition fees for approved VET courses at diploma-

level and above when studying at VET Student Loans approved providers.

VET Student Loans (VSL) eligible student: A student who is: studying an approved course with an approved provider AND an Australian citizen, or a permanent humanitarian visa holder who is usually resident in Australia, or a New Zealand citizen who holds a Special Category visa and meets certain qualifying requirements AND has a HELP balance greater than \$0 (i.e. has not exceeded the HELP limit) AND meets academic suitability requirements, evidenced by: a Senior Secondary Certificate, or competence at level 3 Australian Core Skills Framework in both reading and numeracy, or a copy of an awarded Certificate IV or higher qualification, delivered in English.

Administrative Appeals Tribunal (AAT): The statutory body to which a student may appeal for a review of a decision made by the Student Loans Review Officer.

Census date : The published date by the end of which: a student must submit their completed request for a VET Student Loan or FEE-HELP loan; a VET Student Loan eligible student may withdraw from the unit of study without financial or academic penalty.

The census date will be no earlier than 20% of the way through the period during which the unit of study is undertaken, including the assessment period, as defined in the Higher Education Support Act 2003.

CAN - Commonwealth Assistance Notice: A notice from an approved course provider issued after the census date, which details the Commonwealth assistance (FEE-HELP or VSL) the student has used for the study period.

Eligible Student : An Eligible Student: holds Australian citizenship or holds a permanent humanitarian visa AND will be a resident of Australia for the duration of the unit(s) of study OR is a New Zealand Special Category VISA holder who meets the long term residency requirements AND has not exceeded their Combined HELP Loan Limit.

FEE-HELP : A loan from the Australian Government under the Higher Education Loan Program (HELP) that helps eligible fee-paying higher education students (i.e. those who are not enrolled in a subsidised place) pay their tuition fees for eligible higher education courses.

HELP Limit : The maximum amount a person can borrow over their lifetime for VET Student Loans, VET FEE-HELP, FEE-HELP and HECS-HELP. As a person accesses VET Student Loans, FEE-HELP, HECS-HELP or VET FEE-HELP to pay their tuition fees, the amount they may borrow in the future is reduced. Once a person has borrowed an amount equal

to the HELP loan limit, they are no longer eligible for VET Student Loans or FEE-HELP to pay further tuition fees. A person's HELP loan limit is renewable. This means that any compulsory or voluntary amounts that are repaid from the previous financial year's income onwards will be able to be re-borrowed, up to the HELP loan limit.

- HELP balance** : A person's HELP balance is the HELP limit minus the total of any VET Student Loans, FEE-HELP, HECS-HELP or VET FEE-HELP loans accessed. Loan fees and indexation of outstanding debts are not included in a person's HELP balance.
- Higher Education Loan Program (HELP):** Australia's Higher Education Loan Program (HELP) provides loans to students studying approved higher education courses. It includes FEE-HELP, HECS-HELP and OS-HELP.
- Incidental fees** : Fees other than tuition fees, for goods and services that are: not essential to the course e.g. access to internet and computer facilities not required as part of the course, the printing of notes, and graduation ceremonies; essential, but while there is a charge, they are also readily available at no cost, e.g. in the library; essential, but which become the property of the student and are not consumed during the course of study, e.g. protective clothing and tool kits, and fines or penalties imposed as a disincentive.
- Loan fee** : A loan fee of 20% of the tuition fee applies to each unit of study you pay for using a VET student loan. This is a Commonwealth Government requirement.
- Re-credit** : The positive adjustment of a student's HELP balance.
- Remission** : Also called Remit is the removal of a Commonwealth or Australian Government student loan debt.
- Special circumstances** : Unusual, uncommon or abnormal circumstances beyond a student's control surrounding a student's withdrawal from a unit of study after the census date or surrounding a student's non-completion of the unit that provide grounds to approve a student's application to refund fees, re-credit or remit their Commonwealth student loan.
- Student Loans Officer** : The Skills Lab team member with the responsibility for determining the outcome of a student's application for a refund, re-credit or remission of a VET Student Loan or FEE-HELP loan.
- Student Loans Review Officer** : The Skills Lab team member responsible for reviewing disputed decisions made by the Student Loans Officer. This person must not have been involved in the initial decision.
- Tuition protection** : The protections and assistance available support FEE-HELP or HECS-HELP (HELP) students and VET Student Loans (VSL) students. The

Australian Government’s Tuition Protection Service (TPS) provides tuition protection assistance for domestic students accessing a VSL, FEE-HELP or HECS-HELP loan at a private education provider, and international students. The TPS ensures that these students are able to either: Complete their studies in another course or with another education provider, or receive a refund of their unspent tuition fees or a re-credit of their VSL, FEE-HELP or HECS-HELP loan.

- VET Student Loans Ombudsman : The VET Student Loans Ombudsman in the Office of the Commonwealth Ombudsman investigates complaints from students regarding their VET FEE-HELP or VET Student Loans provider in Australia. Their services are free, independent and impartial (VET Student Loans Code of Practice (ombudsman.gov.au)).
- VSL Tuition Protection Director : The Tuition Protection Director manages and makes decisions about calls on the VSL fund, ensures providers are compliant with their tuition protection requirements, determines levies, assist students and providers if tuition protection is activated, and provides general support to the sector regarding tuition protection (Tuition Protection Service (tps.gov.au)).
- Tuition fee : The fee determined by Skills Lab and payable by a student for tuition services, examination, evaluation and assessment required for completion of a unit of study and recognition of prior learning (RPL) for VET courses. It does not include fees for goods or services that are incidental to a student’s studies.
- Unit of study : A subject, module or unit of competency that a student undertakes as part of a qualification, and for which the student may access a Commonwealth student loan to pay for all or part of their tuition fees.

Policy

This policy outlines the processes and considerations for re-credit or refund to HELP Loan Balance including decision review processes as required by the Higher Education Support Act 2003. The onus is placed on the student to ensure the accuracy of the Commonwealth student loan that is applied to them and to initiate action to remedy any errors in an appropriate timeframe. Information and requirements for participating in a Commonwealth student loans scheme is provided to students prior to enrolment and via the Skills Lab website.

It is the policy of Skills Lab to have fair and reasonable financial dealings with all clients and students.

Procedure

1. Tuition Protection processes

- 1.1 'Tuition protection' refers to the protections and assistance available to support VET Student Loans (VSL) students, in the event that Skills Lab defaults (ceases delivering their course or closes entirely).
- 4.2 The Australian Government's Tuition Protection Service (TPS) provides tuition protection assistance for domestic students accessing a VSL, FEE-HELP or HECS-HELP loan at a private education provider, such as Skills Lab, and international students.
- 4.3 The VSL Tuition Protection arrangements impose obligations and requirements on providers, such as Skills Lab; and provide support and protections for VSL students in the event their private education provider defaults.
- 4.4 In the event of a provider default, VSL students will be supported to continue their studies in an equivalent or similar course.
- 4.5 In some circumstances, students may be entitled to receive a loan re-credit for parts of the course commenced but not completed.

2. A Statement of Tuition Assurance

- 2.1 The Tuition Protection Service (TPS)
 - 2.1.1 The TPS is an initiative of the Australian Government to assist international students and eligible domestic students accessing a VET Student Loan (VSL), whose education providers are unable to fully deliver their course of study.
 - 2.1.2 Information about tuition assurance by TPS can be accessed at: <https://tps.gov.au/>
 - 2.1.3 The TPS ensures that these students are able to either:
 - complete their studies in another course or with another education provider or
 - receive a refund of their unspent tuition fees (international students)
 - or a re-credit of their loan for open units of study (VSL).
 - 2.1.4 In the unlikely event, that Skills Lab 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.
- 2.2 Students who access VET Student Loans
 - 2.2.1 Skills Lab is a part of the VSL Tuition Protection arrangements set out in the VET Student Loans Act 2016 and VET Student Loans Rules 2016.

5.2.2 This protects you in the event that Skills Lab ceases to provide a course of study that you are enrolled in. If this were to occur, you would have two options:

- An offer of a place in a similar VET course with another provider without the requirement to pay the other provider any tuition fee for any replacement units of study. This is known as the 'VET Course Assurance Option' OR
- A refund of your upfront tuition fees for any unit of study that you commence but do not complete because we ceased to provide the course that the unit of study was part of. This is known as the 'VET Tuition Fee Repayment Option'.

2.3 Students who do not access VET Student Loans

2.3.1 Domestic up-front fee-paying students studying with private education providers are eligible for tuition protection assistance if the course has not commenced, or ceases after commencement but before completion, and the student has not previously withdrawn.

2.3.2 If you are a domestic up-front fee-paying student who is unable to complete your course due to your provider defaulting (ceasing to commence or deliver your course or closing entirely), you will be assisted under tuition protection arrangements.

2.3.3 In the unlikely event that Skills Lab is unable to offer you the program of study of which you are enrolled in, you have the choice of:

- Assistance to move to another education provider who is delivering the same or a similar course. You can complete your studies at this new provider and not be charged for replacement units, OR
- A refund of the tuition fees for the units of study you had paid for and were unable to complete when your provider defaulted.

3. RTO Provider Obligations if it defaults

3.1 Within 24 hours of default:

3.1.1 Skills Lab is obliged to give written notice to the VSL Tuition Protection Director of the circumstances of a default.

3.1.2 Skills Lab is obliged to provide notice to impacted students in writing to their personal email or student's postal address as advised by the student or student by another method agreed to by the student, and 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 and time of the default
- Link to further information about tuition protection at <https://tps.gov.au/Vet>

3.2 Within three (3) business days of a default occurring

3.2.1 Skills Lab is obliged to 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 or the original course
- If the student did not study online, 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 coder 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.

3.3 As soon as practicable

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

3.4 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 certification documentation issued by the course provider or an authorised issuing organisation in accordance with the Australian Qualifications Framework 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 (Cth)) for the parts of the course the student has completed.

4. Replacement Providers

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

4.2 Under tuition protection arrangements providers are encouraged to act as replacement providers to support displaced VSL students to continue their study.

- 4.3 Replacement providers have a number of obligations under the VSL Act to facilitate efficient and fair treatment of students to allow them to continue their studies with minimal disruption.
- 4.4 If a student accepts an offer of a place in a replacement course, the replacement provider must give written notice of the acceptance to the VSL Tuition Protection Director within 14 days of the student's acceptance of the offer.
- 4.5 Replacement providers 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 Australian Qualifications Framework certification documentation issued in accordance with the Australian Qualifications Framework; or
 - An authenticated VET transcript prepared by the Registrar (within the meaning of the Student Identifiers Act 2014 (Cth)).
 - 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.

5. Interim Tuition Assurance obligations

- 5.1 VSL tuition assurance obligations relate to occurrences prior to 1 January 2020 which is not applicable to Skills Lab.

6. If Skills Lab fails to assist you

- 6.1 If Skills Labn fails to assist you the Tuition Protection Service (TPS) will contact you directly.

7. Retaining Information

- 7.1 Skills Lab will retain documents and information related to the operation of the Act and the Rules for seven years or as otherwise specified in the Rules.

Responsibilities

General Manager

- To ensure all staff and learners understand this policy and procedures
- Ensure students are supported

Standards

Standards for Registered Training Organisations 2015

Made under the National Vocational Education and Training Regulator Act 2011:

Standard 5 – Inform and Protect Learners

Clause 5.3: *Fee & Refund Information Prior To Enrolment*

Where the RTO collects fees from the individual learner, either directly or through a third party, the RTO provides or directs the learner to information prior to enrolment of the commencement of training and assessment, whichever comes first, specifying:

- all relevant fee information including:
 - fees that must be paid to the RTO, and
 - payment terms and conditions including deposits and refunds,
- the learner's rights as a consumer, including but not limited to any statutory cooling-off period, if one applies, and
- the learner's right to obtain a refund for services not provided by the RTO in the event the:
 - arrangement is terminated early, or
 - the RTO fails to provide the agreed services.

Standard 7 – The RTO has effective governance and administration arrangements in place

Clause 7.3 *Protect Prepaid Fees by Learners*

Where the RTO requires, either directly or through a third party, a prospective or current learner to prepay fees in excess of a total of \$1500 (being the threshold prepaid fee amount), the RTO must meet the requirements set out in the Requirements for Fee Protection in [Schedule 6](#).