

## Policy 7: VET Tuition Assurance Policy and Procedure

### Purpose

This policy and procedure is to ensure all students are protected if ACU ceases to operate.

### Scope

This policy and procedure applies to all students enrolled with ACU.

### Definitions

**VET Student Loans (VSL)** is a student loan scheme that helps eligible students pay for all or part of their tuition costs for Diploma level courses only.

**Tuition assurance arrangement** is an arrangement between a course provider and another person (the tuition assurance scheme operator) under which the tuition assurance scheme operator is to do certain things if a course provider ceases to provide a course at any time after it starts but before it is completed.

**Cease to provide a VET course of study** means:

- a. the provider ceases to be a registered training organisation;
- b. the provider's approval as an approved course provider is revoked;
- c. the provider makes changes to the training being delivered to the extent that the course is no longer the same in substance as the course in which students originally enrolled;
- d. the enrolment of students has been cancelled in a way that does not comply with the provider's procedures for withdrawal and cancellation;
- e. any of the following event affects the ability of the provider to deliver the content of the course to a standard sufficient to meet learning outcomes for the course under the Australian Qualifications Framework.
  - i. notice is served on the provider, or proceedings are taken, to cancel the provider's incorporation or registration under the Corporations Act 2001 or similar legislation; or dissolve the provider as a legal entity;
  - ii. the provider comes under a form of external administration (within the meaning of subsection 600H (2) of the Corporations Act 2001) or an equivalent arrangement;
  - iii. the provider fails to comply with a statutory demand within the meaning of section 459F of the Corporations Act 2001;
  - iv. the provider is unable to pay all of its debts when they become due;
  - v. proceedings are initiated for an order for the provider's winding up;
  - vi. at a meeting of the provider, a resolution is made to wind up the provider.

### Policy

#### 1. General

- 1.1 ACU endeavours to deliver quality education throughout the students' enrolment period with us.
- 1.2 This policy is constantly updated to comply with the VET guidelines and published on our website for all students.
- 1.3 At the time of enrolment, each enrolling VET student is provided with clear information about where they can access this information.

#### 2. Fee protection scheme

- 2.1 ACU is covered by ACPET's Australian Student Tuition Assurance Scheme (ASTAS) to protect any pre-paid fee in excess of \$1500.00.
- 2.2 The Insurance Policy with ACPET does not provide for the full refund of all fees as at the date of payment of those fees. Rather, the policy will pay out the proportion of the course fees, calculated from the date of ACU ceasing to trade. That is, the proportion of unutilised fees left as at the date of ceasing.
- 2.3 ACU ensures that the membership with ACPET is maintained and current at all times during the delivery of the learners' enrolled courses.

2.4 This effectively means that if you paid 100% of your course fees in advance and are half way through the time agreed for your course, you would receive 50% of your fees, subject to the other terms and conditions in the policy.

2.5 If ACU ceases to trade, ASTAS ensures:

- a. the learner will be placed into an equivalent course such that:
  - i. the new location is geographically close to where the learner had been enrolled, and
  - ii. the learner receives the full services for which they have prepaid at no additional cost to the learner or
- b. If an equivalent course cannot be found, the learner is paid a refund of any prepaid fees for services yet to be delivered above the threshold prepaid fee amount.

2.6 Contact details for ACPET are:

**National office**

Suite 101, Level 1, 126 Wellington Parade, East Melbourne VIC 3002

PO Box 551, East Melbourne Vic 8002

**Phone:** 1800 657 644 (toll-free nationally) (03) 9412 5900

**Fax:** (03) 9416 1895 **Email:** [astas@acpet.edu.au](mailto:astas@acpet.edu.au) (National office)

### 3. Definition of ASTAS for students

ACPET offers tuition assurance protection to students in the event that a student is unable to complete a course as a result of the insolvency of a Registered Training Organisation (RTO). Tuition Assurance relates to that portion of a student's tuition fees that were paid in advance of that tuition.

The Scheme offers two choices. When an RTO ceases to trade, students can request to continue their study in a comparable course with an alternative provider, or to discontinue with their studies and obtain a refund for the fees prepaid but unutilised. The ASTAS is underpinned by an Insurance Policy and all refunds are carried out in accordance with this policy.

The Insurance Policy does not provide for the full refund of all fees as at the date of payment of those fees. Rather, the policy operates based on the effluxion of time, from the commencement of your enrolment to your expected completion date.

The policy will pay out the proportion of your course fees, calculated from the date of your provider's insolvency. That is, the proportion of unutilised fees left as at the date of insolvency.

This effectively means that if you paid 100% of your course fees in advance and are half way through the time agreed for your course, you would receive 50% of your fees, subject to the other terms and conditions in the policy.

Version History	Detail of update
Version 1.2	Rebranded to ACU College