

Statement of Tuition Assurance for Higher Education

Statement

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Purpose

William Angliss Institute of TAFE (WAI) is required under section 16-30 of the Higher Education Support Act 2003 to provide students with a tuition assurance arrangement for Australian citizens or holders of an Australian permanent humanitarian visa who are enrolled in the higher education courses it offers. This requirement is to protect students in the event that William Angliss Institute ceases to be able to provide a course of study, in which a student is enrolled. The meaning of 'ceasing to provide a course of study' is set out in the Higher Education Provider Guidelines.

Statement

Introduction

1. Tuition assurance protects students in the event a course provided by an approved HELP provider ceases to be provided after it starts but before it is completed.
2. As an approved provider under the *Higher Education Support Act 2003*, William Angliss Institute ABN: 66 266 583 978 must meet the tuition assurance requirements or be exempt from those requirements.
3. From 1 January 2020, William Angliss Institute is exempt from the requirement to meet the tuition assurance requirements with the exception of obligations to provide information about replacement courses and the obligations of providers who provide replacement courses.
4. This statement sets out the arrangements for tuition assurance that will apply from 1 January 2020 and William Angliss Institute's obligations from that date.
5. If any changes occur to the proposed arrangements outlined below, a revised statement will be provided on William Angliss Institute's website and advised to all students that have enrolled in the intervening period.

What happens if William Angliss Institute defaults in relation to a student, that is, ceases to provide a unit of study after it starts but before it is completed, or fails to start a unit of study on the scheduled start day?

Information for affected students

6. William Angliss Institute will notify affected students in writing, as per the requirements of the Higher Education Provider Guidelines, within 24 hours of a default occurring,
7. As soon as practicable, William Angliss Institute 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.
8. Affected students may choose either course assurance arrangements or apply to William Angliss Institute for a re-credit of their HELP balance.

Course Assurance

9. The Commonwealth Department of Education and Training (the Department) (or a consultant engaged by the Department) will work with affected students to identify a replacement course and arrange for students to be placed with a second provider.
10. 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 where the replacement course is primarily delivered 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.
11. If William Angliss Institute decides that there is a suitable replacement course available, a written notice will be given to the student that includes the following:
 - i. a statement that the student may decide to do one of the following:
 - a) enrol in a suitable replacement unit or suitable replacement course;
 - b) enrol in another unit of study or course;
 - c) elect to have an amount equal to the amounts of FEE-HELP assistance that the student received for the affected unit re-credited to the student's HELP balance;
 - ii. a description of each suitable replacement unit or suitable replacement course, including the qualification that the suitable replacement course leads to;
 - iii. the contact details of the provider of each suitable replacement unit or course;
 - iv. an explanation that, if tuition fees or the student's student contribution amount have been paid for the affected unit of the original course, tuition fees or the student contribution amount would not be payable for a suitable replacement unit or a replacement unit of a suitable replacement course
 - v. an explanation that if the student chooses to enrol in another course, there is no obligation on the provider of the other unit or course to offer a replacement component without charge to the student;
 - vi. an explanation of the matters the provider must consider in deciding whether there is a suitable replacement unit or course (as per item 10 above); and
 - vii. any other matters prescribed by the Higher Education Provider Guidelines.
12. 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.

13. 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.
14. 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.
15. 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.
16. 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-credit of HELP balance

17. Where the student prefers to apply for a re-credit of their HELP balance for the affected parts of the original course, the student may nominate the Department (or a consultant engaged by the Department) to make the application on the student's behalf.
18. William Angliss Institute will consider students' applications as soon as practicable and notify them of the decision about the application, together with a statement of reasons for the decision. If an application for a re-credit is accepted, the amount re-credited will be equal to the amount of HELP assistance received by the student for the affected units of study.

Obligations of replacement provider

19. Where a student accepts an offer in a replacement unit or replacement course where William Angliss Institute is the approved provider who provides the replacement unit or course, William Angliss Institute will:
 - i. give written notice of the acceptance to the Higher Education Tuition Protection Director within 14 days of the acceptance
 - ii. ensure that the student receives credits for the units of study of the original course successfully completed by the student;
 - iii. ensure that if the student has been charged a student contribution amount or a tuition fee for an affected unit, the student is not charged a student contribution or a tuition fee for the replacement unit or the replacement unit of the replacement course; and
 - iv. ensure the student is enrolled in the replacement course as soon as practicable.

Record keeping

20. It is suggested best practice for students to retain assessments, records of competencies or statements of attainment that they receive from their education provider.

Legislative and/or Institute Management Context

This statement enables WAI to comply with regulatory and management instruments including but not limited to:

Higher Education Provider Guidelines 2012
Higher Education Standards Framework (Threshold Standards) 2015
Higher Education Support Act 2003