Tuition Protection Service Policy

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Contacts	policy@imc.edu.au		
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Introduction

1. The Tuition Protection Service (**TPS**) is an initiative of the Australian Government to assist international and domestic students (FEE-HELP and fee paying), whose education providers are unable to fully deliver their course of study.

2. Tuition assurance protects students of Top Education Group Limited trading as Australian National Institute of Management and Commerce (**IMC**) in the event a course of study ceases to be provided after it starts but before it is completed. This policy applies to all students of IMC.

3. As an approved higher education provider under the *Education Services for Overseas Students Act 2000* (Cth) (**ESOS Act**), the *Higher Education Support Act 2003* (Cth) (**HESA Act**) and the *Higher Education Provider Guidelines 2012* (Cth) **(the Guidelines),** IMC meets the tuition assurance requirements as set out in this policy. In doing so, IMC contributes annually to the Australian Government's Tuition Protection Service (**TPS**).

What happens if IMC ceases to provide a course of study?

<u>Information for affected students (within twenty-four (24) hours)</u>

4. IMC will notify affected students in writing that a course of study is no longer provided within twenty-four (24) hours after IMC ceases to provide the course. The notice from IMC to students will include:
   a) the name of the course of study and units of study that the student was enrolled in at the time of the default;
   b) the date of the default;
   c) a copy of the student's transcript for units already completed;
   d) evidence of any amounts of payments received; and
   e) a link to the Tuition Protection Service (**TPS**) where the student can get further information about tuition protection (www.dese.gov.au/tps).

5. IMC will notify the students in at least one (1) of the following ways:
   a) to the student's personal email address as advised by the student;
   b) to the student's postal address as advised by the student; or

c) to the student by another method agreed to by the student

2. As soon as practicable, IMC will also update its website to reflect that the course is no longer being delivered and to give students the requisite information about the tuition assurance arrangements.

3. Within fourteen (14) days of default, IMC must either arrange for the student to be offered a suitable replacement unit or suitable replacement course and the student accepts the offer in writing; or IMC must pay the student a refund of any upfront payments for the affected unit(s).

4. If a student has paid their tuition fee using a Higher Education Loan Program (**HELP**) loan, IMC must repay the Commonwealth of Australia an amount equal to any HELP assistance to which the student was entitled to for the unit/s.

5. Affected students may choose between continuing their studies at the replacement course IMC identifies or receiving a refund (or loan re-credit if the student used HELP to pay tuition fees). If there is no suitable replacement course or unit, IMC will pay the refund to the student.

What steps must IMC undertake to inform the TPS Director (within three (3) days of default)?

6. Within three (3) days of default, IMC must provide the following information to the TPS Director in relation to any affected students:
   a) student's full name and contact details; including residential address, phone number and email address;
   b) whether the student was studying part time- or full time;
   c) the mode of delivery of each unit or course and if the student did not study online, the location (campus, suburb and postcode) where each unit or course was primarily delivered;
   d) the units of study and the course that the student was enrolled in at the time of the default;
   e) unit and course description outlines, including outlines for completed units;
   f) whether the student has withdrawn the course and the date of withdrawal;
   g) whether the student has deferred any units or the course, the date of the deferral and the date the student is expected to study;
   h) the unit of study status and unit completion date for each unit, including whether the status is withdrawn, ongoing, passed or failed;
   i) any work integrated learning and internship requirements for each unit;
   j) the amount of the tuition fees for each unit of study that the student was enrolled in at the time of the default;
   k) details about the payment of those tuition fees;
   l) information about any scholarship arrangements or any payment arrangements made for the student by a third party for the student's tuition fees (the total of other fees that are not tuition fees paid for the student for the unit or course received by the provider; and
   m) whether IMC intend to discharge its obligations to the student (i.e. whether IMC will provide a refund, repayment to Commonwealth or replacement course) and if so, how.

7. If requested in writing by the TPS Director, IMC must give to the TPS Director a copy of a student's record of results for the units of study that the student has completed.

What are the course and unit assurances?

8. The Commonwealth Department of Education and Training (the Department) (or a consultant engaged by the Department) will work with IMC and affected students to identify replacement courses and units and arrange for students to be placed with a second provider.

9. In identifying replacement courses, IMC must have regard to the following matters:
    a) the course must lead to the same or comparable qualification as the original course;
    b) what credits the student may receive for the units of study of the original course successfully completed by the student;
    c) 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;
    d) 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
    e) 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.
10. In identifying replacement units, IMC must have regard to the following matters:
    a) whether the student will receive credit under the student's original course for the replacement unit;
    b) whether the mode of delivery of the replacement unit is the same as the mode of delivery of the affected unit;
    c) the location where the replacement unit will be primarily delivered;
    d) whether the student will incur additional fees that are unreasonable and will be able to attend the replacement unit without unreasonable impacts on the student's prior commitments;

11. Affected students will be offered a replacement course and may seek a review about whether the course offered to them meet the requirements for replacement courses.

12. Each affected student will have a specified time in which to accept the replacement course offer. The TPS may extend that period in circumstances that justify an extension.

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. If an affected student enols 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.

What notice will students receive from IMC with a fourteen (14) day period?

16. If IMC identify there is a suitable replacement course or unit IMC must give a written notice to the student that includes the following:
    a) statement that the student may decide to do one of the following:
        - enrol in a suitable replacement unit or suitable replacement course;
        - enrol in another unit of study or course;
        - elect to receive a refund or loan re-credit (as per whichever one applies to the students' case)
    b) a description of each suitable replacement unit or suitable replacement course, including the qualification that the suitable replacement course leads to;
    c) the contact details of the provider of each suitable replacement unit or suitable replacement course;
    d) an explanation that, if tuition fees (or the student's contribution amount for HELP students) 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 the replacement unit of a suitable replacement course;
    e) an explanation that if the student chooses to enrol in another unit of study or course, there is no obligation on the provider of the other unit or course to offer a replacement unit without charge to the student;
    f) an explanation of the matters the provider must have regard to when determining a replacement unit or course (see paragraphs above).

17. Within seven (7) days after the fourteen (14) day period IMC must notify the TPS director whether IMC have fulfilled its obligations. The notice must include the following:
    a) Whether IMC have discharged its obligations to students (i.e. whether IMC provided a refund, repayment to Commonwealth or arranged a replacement course or unit)
    b) If IMC arranged a replacement course or unit:
        - Details of the student; and
        - Details of the replacement unit or replacement course;
        - Evidence of the student's acceptance of an offer;
        - Evidence of the arrangements between the student and replacement provider, including any payment arrangements relating to tuition fees;
    c) If IMC provided a refund to the student:
        - Details of the student; and
        - Details of the amount of the refund: including evidence of refund to the student, including the date of refund.
    d) If IMC re-credited the student's HELP balance and paid an amount to the Commonwealth:
        - Details of the student; and
        - Details of the amount re-credited and the amount paid.

<u>Record keeping</u>

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

19. For more information on the TPS refer to https://tps.gov.au/StaticContent/Get/StudentInformation

20. This Tuition Assurance Statement is made public to students on IMC website www.imc.edu.au.

Version Control

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2017.07	IMC Executive	7 July 2017
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