

Name: Statement of Tuition Assurance for VET Student Loans (VSL) Providers

Endorsed by: Continuous Improvement and Management Committee

Date approved: March 2020

Review Date: September 2021

PURPOSE

This information is to ensure that Benchmark College's Statement of Tuition Assurance for VET Student Loans (VSL) Providers meets the requirements of the VET Student Loans Act 2016 Part 6.

This document outlines Benchmark College's processes and provides information to stakeholders in the event Benchmark College defaults as a VET Student Loans Provider.

SCOPE

This document applies to the application, enrolment and protection of genuine students enrolled in an approved course which have accessed VET Student Loans. The CEO is responsible for the implementation of this policy.

RELATED DOCUMENTS

- VET Student Loans – Student Entry Procedure.
- VET Student Loans Withdrawal and Cancellation Policy and Procedure.
- VET Student Loans – Fees Procedures.
- Access and Equity Policy.
- Consumer Protection Policy.
- VET Student Loans – Application Enrolment, Engagement and Replacement Provider Procedure.
- VET Student Loans Manual for Providers.
- Fees and Charges Policy and Procedures
- Refund Policy and Procedure.
- Complaints and Appeals Policy and Procedure.

RELEVANT STANDARDS AND GUIDELINES

This policy and procedure addresses:

- Standards for Registered Training Organisations (RTOs) 2015 Clause 5, 7.3 and Schedule 6
- VET Student Loans Act 2016
- VET Student Loans Rules 2016
- VET Student Loans Manual for Providers

Definitions/ Acronyms

Approved provider	An RTO approved as a VET Student Loans approved course provider under the VET Student Loans Act 2016.
Default	Failure to fulfil the obligations of the, especially when the provider fails to start or ceases to provide a course of their own accord or due to compliance action taken against the provider.
Provider	An RTO approved as a VET Student Loans approved course provider under the VET Student Loans Act 2016.
RTO	Registered Training Organisation as listed on the National Register of VET at training.gov.au.
Tuition Protection Arrangements	Support services and protection for genuine students accessing VET Student Loans to complete unit/s of study in an approved course.

Tuition protection service	An initiative to assist students affected by a provider's default to access the tuition protection arrangements to continue studying a replacement course with another provider or, if a suitable replacement course is not available, receive a re-credit of their HELP balance.
VSL	VET Student Loans.
VSL Tuition Protection Director	Statutory appointed Director to manage the VSL tuition protection arrangements.

Introduction

- As an approved provider under the VET Student Loans Act 2016, Benchmark Resources Pty Ltd T/as Benchmark College ABN 58 083 656 400 (the College) must be a party to an approved tuition assurance arrangement. Benchmark College is part of the new VSL tuition protection arrangements as of 1 January 2020 and to pay the annual levy, commensurate with the size and risk of the RTO.
- From 1 January 2020 VSL the Tuition Protection Service is to offer tuition protection arrangements to VET Student loan students studying with a provider.
- Tuition protection arrangements refers to the provision of protections and support for VET Student Loans students in the event their private education provider defaults, which occurs when the student has incurred a loan and the provider either:
 - fails 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
 - ceases to provide a course or part of a course after commencement but before completion, and the student has not withdrawn before that day.
- If there is a suitable replacement course available, eligible VSL students will be assisted to continue their studies with a replacement provider. Where there is no suitable replacement course, eligible students will be provided with a re-credit to their HELP balance. This re-credit will be for tuition fees paid for the original course or parts of the course, which were not completed due to the provider's default.

What happens if Benchmark College defaults:

- As soon as practicable, the Compliance Manager will update the website (www.benchmark.edu.au) to reflect that the course is no longer being provided and to give students information about the VSL tuition protection arrangements.
- As soon as practicable, the Chief Executive Officer will inform the Secretary of the Department of Employment, Skills, Small and Family Business via email outlining the circumstances of the default.

Information for Tuition Protection Service

- Benchmark College will within twenty-four (24) hours of the default, give written notice to the VSL Tuition Protection Director outlining the circumstances of the default.
- Following the written notice, within three (3) business days of a default occurring, the Chief Executive Officer will give written notice to the VSL Tuition Protection Director specifying:
 - the student's full name and contact details.
 - the course, or part or parts of the course, that 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, that 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 of 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 code 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.

Information for affected students

- Benchmark College will notify each affected student in writing via email, post or in person that an approved course is no longer provided within twenty-four (24) hours of the default.
 - The student notice will specify:
 - the name of the course, or part or parts of the course that the student was enrolled in at the time of the default; and
 - the date of the default; and
 - a website specified by the VSL Tuition Protection Director where the student can get further information about tuition protection.
- The Tuition Protection Service Administrator will contact each affected student directly.

Replacement courses

- The Tuition Protection Service will work with affected students to identify a replacement course and arrange for students to be placed with replacement providers.
- Replacement courses must lead to the same or comparable qualification as the original course.
- A student can complete their studies at the replacement provider and not be charged for parts of the course which have been paid for but did not get to finish with their first provider. However, the fees payable for the remainder of the approved course may be different from the fees payable for the original course.
- A student who accepts the course offered by the replacement provider 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; or
 - a copy of an authenticated VET transcript issued by the Student Identifiers Registrar.

Re-crediting of student's HELP balances

- If there is no suitable similar course for Students to finish their studies, Students may be entitled to a loan re-credit for the parts of the course they were unable to complete due to the provider's default.
- Where there is no suitable replacement course for a student, the College 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 Benchmark College does not accept prepaid fees that exceed \$1,500.
- For tuition fees paid up-front below \$1,500, 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 the College. Benchmark College has in place a refund policy as outlined in the Refund Policy and 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 records of enrolment, completed assessments, enrolment reports or statements of attainment that they receive from each Registered Training Organisation. These records may assist students to transfer to an equivalent course of study with another provider or provide recognition of the units they have completed.