

TUITION ASSURANCE POLICY AND PROCEDURE

INTRODUCTORY

Purpose

The purpose of this document is to outline the policy and procedure of Equinim College Pty Ltd (RTO 45758) (referred to as “Equinim College” or “the provider”), in relation to tuition assurance. This policy and procedure applies to international students of Equinim College.

CRICOS Approved Provider

Equinim College is a registered CRICOS provider (CRICOS provider 03952E).

1. TUITION ASSURANCE

1.1 The Commonwealth Tuition Protection Service

The Commonwealth Government has in place tuition protection legislation in respect of international students. All Registered Training Organisations must comply with the Standards for RTOs 2015 and, where delivering to international students, they must also comply with the Tuition Protection Service (TPS) under the Education Services for Overseas Students Act 2000 (ESOS Act). The Government has published information on the TPS [here](#). The [TPS website](#) contains further information.

The TPS is an initiative of the Australian Government to assist and support international students on student visas whose education providers are unable to complete the delivery of their course of study. The service strengthens tuition protection by offering alternative placements (or refunds as a last resort) to students affected by a provider default.

The TPS may also assist where international students have either withdrawn from or not started their course and are eligible for a refund of tuition fees that has not been paid by the provider.

All CRICOS registered providers pay to fund the TPS.

1.2 Department’s statement to students

The Department of Education, Skills and Employment states:

“In the unlikely event your education institution is unable to deliver a course you have paid for, they have obligations to offer you an alternative course or, if you do not accept the alternative course, pay you a refund of your unspent prepaid tuition fees. If your education institution is unable to meet these obligations for some reason, the TPS will assist you in finding an alternative course or getting a refund if a suitable alternative is not found.” (DESE,

International Students Factsheet, <https://www.dese.gov.au/esos-framework/resources/international-students-factsheet>)

2. EQUINIM COLLEGE'S OBLIGATIONS

2.1 If a provider defaults

If a provider defaults on its obligations to deliver, it must, within 14 days, either arrange a replacement course for its students or provide a refund. This timeframe is known as the **provider obligation period**.

In fulfilling these obligations, the student must be satisfied with their refund or replacement course option and accept the offer in writing.

Providers should contact the TPS immediately if they are unable to meet these obligations. Failure to comply is an offence of strict liability.

Refunds entitlements for students must be calculated in accordance with the [Education Services for Overseas Students \(Calculation of Refund\) Specification 2014](#). The Government has issued an [explanatory statement](#) in relation to calculating refunds.

2.2 The provider's obligation to report

If a provider defaults on its obligations to deliver, it must notify students, the TPS Director and the ESOS Agency within 3 business days of the default occurring. This notification must be recorded in PRISMS.

The provider must also notify the outcome of discharge of obligations within 7 days of the provider obligation period end date. This should also be recorded in PRISMS.

The Government has published [guidelines](#) on how to report in PRISMS.

It is a strict liability offence for a provider to not satisfy its reporting requirements through PRISMS.

2.3 Other provider obligations

Record keeping:

- a) Equinim College, as a registered provider, must keep records of each accepted student who is enrolled with the provider or who has paid any tuition fees. These records must be kept for two years after the person ceases to be a student. The records must include the student's current residential address, mobile number and email address, and the provider must confirm every six months with the student in writing that these details are still correct and update the records accordingly.
- b) Equinim College, as a registered provider, must also keep up to date records of students' progression and assessment and record the assessment outcome for the student.

Written agreement:

- a) In its written agreement, a provider should set out what period of time a payment of tuition fees relates to.

3. RIGHTS OF THE STUDENT

3.1 Australian Consumer Law

Importantly, the written agreement between the provider and the student, and the right to make complaints and seek appeals of decisions and action under various processes, does not affect the rights of the student to take action under the Australian Consumer Law if the Australian Consumer Law applies.

4. STUDENT DEFAULT

A student default occurs when a student:

- a) Does not start the course on the relevant day;
- b) Withdraws from the course at the agreed location (either before or after the agreed starting day) due to visa refusal;
- c) Fails to pay an amount they were liable to pay to the provider;
- d) Breaches a condition of their student visa; or
- e) Has misbehaved.

If a student default occurs, the provider and student must follow the terms of the written agreement between them.

5. REPLACEMENT PROVIDER

If another provider defaults, the TPS operates to place students in an alternative course within proximity. A number of factors are considered by the TPS in this process. If Equinim College is selected by the TPS as an alternative provider, it would take on students of another, failed provider, to ensure they receive continuity and completion of their education.

In this process, a student enrolled in a replacement course with Equinim College:

- a) would be granted course credits for parts of the original course successfully completed by the student (with the prior, closed provider), as evidenced by a statement of attainment or other Australian Qualification Framework certification 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)); and
- b) would not be charged tuition fees for a replacement component of the replacement course for which they have already paid and completed.
- c) would be enrolled in the course as soon as practicable, facilitated with efficient and fair treatment to allow the continuation studies with minimal disruption.