



Statement of Tuition Assurance Exemption

Introduction

1. Tuition assurance protects students in the event a course of study provided by an approved FEE-HELP and/or VET Student Loans provider ceases to be provided after it starts but before it is completed. Affected students are offered a replacement course with another provider and where this is not possible, the students' VETSL / FEE-HELP balance for the affected part of the course will be re-credited.
2. As an approved provider under the *Higher Education Support Act 2003* and the *VET Student Loans Act 2016*, TAFE SA ABN: 67 828 419 300 must meet the tuition assurance requirements or be exempt from those requirements.
3. It is intended that, from 1 January 2018, TAFE SA will be exempted from the requirement to meet the tuition assurance requirements. Instead, TAFE SA is required to comply with interim arrangements which ensure similar tuition assurance protection is provided to students.
4. This statement sets out the interim arrangements for tuition assurance that will apply from 1 January 2018 and TAFE SA's obligations from that date.
5. If any changes occur to the proposed arrangements outlined below, a revised statement will be provided on TAFE SA's website and advised to all students that have enrolled in the intervening period.

What happens if TAFE SA ceases to provide a course of study?

Information for affected students

6. TAFE SA will notify affected students in writing that a course of study is no longer provided within 2 business days after TAFE SA ceases to provide the course.
7. As soon as practicable, TAFE SA 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 TAFE SA for a re-credit of their VETSL / FEE-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. 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.
12. 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.
13. 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; or
 - > a copy of an authenticated transcript issued by the Student Identifiers registrar.
14. 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.
15. 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 VETSL/FEE-HELP balance

16. Where the student prefers to apply for a re-credit of their VETSL/FEE-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.
17. TAFE SA 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 FEE-HELP/VET Student Loans assistance received by the student for the affected units of study.

Prepaid fees

18. In the unlikely event that TAFE SA, or a party subcontracted to deliver on behalf of TAFE SA, closes or ceases to operate and thereby fails to deliver any part of a training program in which a student has enrolled, TAFE SA will:
 - > refund any unutilised, prepaid tuition fees upon receipt of the appropriate TAFE SA form, or
 - > arrange a place for the student with another provider able to offer the same or equivalent course, subject to the student agreeing to that provider's terms and conditions.

TAFE SA will also issue the student with a Statement of Attainment for any successfully completed accredited training.

Record keeping

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