

## INTRODUCTION

1. Tuition assurance protects students in the event a course provided by an approved VSL 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' FEE-HELP balance for the affected part of the course will be re-credited.
2. As an approved provider under the *VET Student Loans Act 2016*, Niche Education Group Pty Ltd ('Niche') ABN: 29 116 420 369, ACN: 116 420 369 must be a party to an approved tuition assurance arrangement or have an approved exemption in place.
3. It is intended that, from 1 January 2018, Niche will be exempted from the requirement to be a party to an approved tuition assurance arrangement. Instead, Niche 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 Niche's obligations from that date.
5. If any changes occur to the proposed arrangements outlined below, a revised statement will be provided on Niche's website and advised to all students that have enrolled in the intervening period.

### **What happens if Niche ceases to provide a course after it starts but before it is completed?**

#### **Information for affected students**

6. Niche will notify affected students in writing that an approved course is no longer provided within 2 business days after Niche ceases to provide the course after it starts but before it is completed.
7. As soon as practicable, Niche 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.

#### **Replacement courses**

8. 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 replacement providers.

9. 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 of the replacement course 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.
10. 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.
11. A student who accepts the replacement course offered will not be required to pay the replacement 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.
12. A student who accepts the replacement course offered 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.
13. 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.
14. 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-crediting of students' FEE-HELP balances**

15. Where there is no suitable replacement course for a student, Niche will re-credit the student's FEE-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**

16. For tuition fees paid up-front greater than \$1,500, Niche has in place current membership of a Tuition Assurance Scheme approved by the VET Regulator which, if Niche is unable to provide services for which the learner has prepaid, endures:
  - a. The learner will be placed into an equivalent course such that:
    - The new location is geographically close to where the learner had been enrolled; and
    - The learner receives the full services for which they have prepaid at no additional cost to the learner; or
  - b. If an equivalent course cannot be found, the learner is paid a refund of any prepaid fees for services yet to be delivered above the threshold prepaid fee amount.
  
17. 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 Niche if Niche fails to provide the agreed services. Niche has in place the refund policy agreed to in the student's enrolment contract in the first instance and a broader, general policy outlined in the Fees, Charges and Refunds 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**

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.