



## TUITION ASSURANCE POLICY

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| Authorised By:       | President (CEO)   | Revision: 1.6 |
| Approved Date:       | Revision Date: 25 Sep 2023  |               |
| Review Due Date:     | Next Review: 25 Dec 2025  |               |
| Related Documents:   | <a href="#">Academic Quality Assurance Committee</a><br><a href="#">Student Fees Policy</a> |               |
| Responsible Officer: | Registrar   |               |
| Review:              | Executive   |               |

Any person who requires assistance in understanding any aspect of this document should contact the Responsible Officer

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### 1. Overview

Under the provisions of the *Higher Education Support Act 2003* (HESA) and chapter 2 of the *Higher Education Provider Guidelines 2012* (the Guidelines), Tabor is required to provide a tuition assurance arrangement for Australian citizens or holders of an Australian permanent humanitarian visa who are enrolled in higher education courses it offers.

This requirement is to protect students in the unlikely event that Tabor ceases to provide a course of study in which a student is enrolled.

This policy describes the options which will be offered to students if they are enrolled in a course of study which Tabor ceases to offer and the process that will be followed when implementing such options as selected by students.

### 2. Scope and Applications

2.1. A course of study is taken to have ceased if:

- The course does not commence on the agreed starting date or a later date that has been agreed between Tabor and the enrolled students; or
- The course ceases to be provided after it has started (for any reason); or
- The full course has not being delivered because a sanction has been imposed on Tabor.

2.2. The full definition of 'ceasing to provide a course of study' is set out in the HEP Guidelines which can be found at: <http://www.comlaw.gov.au/Series/F2012L02136>

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### 3. Policy Principles

- 3.1. Tabor is committed to protecting its students in the unlikely event that the College ceases to provide a course of study in which a student is enrolled.
- 3.2. In the event that Tabor ceases to provide a course of study in which a student is enrolled, the student is entitled to a choice of:
  - An offer of a place in a similar course of study with another higher education provider without any requirement to pay the other provider any student contribution or tuition fee for any replacement subjects (this is known as the *Course Assurance Option*); or
  - A refund of their up-front payments for any subjects that the student commences but does not complete because Tabor ceases to provide the course of study of which the subject forms part (this is known as the *Student Contribution / Tuition Fee Repayment Option*.)
- 3.3. Tabor has also directly established course assurance agreements with a number of Australian Higher Education providers to provide coverage for its students, whether they are studying at the College's Adelaide or Perth campuses or online.
- 3.4. For students utilising the FEE-HELP or HECS-HELP system, the Australian Government has implemented interim tuition assurance arrangements. Full detail about this can be found in Appendix A.

### 4. Procedures

- 4.1. If Tabor ceases to provide a course of study, the College will send a student enrolled in the course of study a Written Tuition Assurance Offer (the Offer) advising the student of the options available under the tuition assurance requirements. The Offer will include directions that the student must follow in order to notify Tabor of the choice they have made for each affected subject. Tabor will provide this Offer within twenty business days after it knows, or should know by reasonable inquiries that Tabor has ceased to provide the course of study.
- 4.2. A student may choose either:
  - 4.2.1. *Course Assurance Option*: Tabor has negotiated course assurance agreements for its awards with a number of higher education providers. If a student accepts a place in an alternate course, Tabor will make all necessary arrangements to ensure the student is able to enrol in the similar course of study at the other provider. This offered course will lead to the same or a comparable qualification without any requirement on the part of the student to pay the other provider any student contribution or tuition fee for any replacement subjects. The volume of credit the student will receive for any subjects successfully completed at Tabor into the alternate course will vary depending on the nature of the agreement established.

The other provider may have different contribution amounts or tuition fees to the amounts or fees the student would have paid for subjects which were part of the course of study that Tabor ceased to provide.

A student is not obliged to enrol in a course of study with another provider offered by Tabor under the Course Assurance Option.
  - 4.2.2. *Student Contribution / Tuition Fee Repayment Option*: If a student chooses the Student Contribution/Tuition Fee Repayment Option, Tabor undertakes to pay the student the total of any up-front payments already paid by the student for any subjects the student has commenced but not completed because the course ceased to be offered.

Students selecting this option will also get their FEE-HELP balance/s re-credited for uncompleted subjects.

### 5. Definitions

See [Global Definitions](#)

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## **6. Communication / Training**

- 6.1. This policy statement will be available to all staff, volunteers, students and persons seeking to enrol as students at Tabor. The policy will be made available on the Tabor website ( <http://tabor.edu.au/>).
  - 6.2. All staff will be expected to comply with this policy and associated procedures in relation to all aspects of Tabor's operations.
  - 6.3. Staff with designated special responsibilities will be given appropriate training, guidelines and professional development opportunities in relation to their roles and responsibilities.
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# APPENDIX A - STATEMENT OF TUITION ASSURANCE EXEMPTION

## Introduction

1. Tuition assurance protects students in the event a course of study provided by an approved HELP provider ceases to be provided after it starts but before it is completed.
2. As an approved higher education provider under the *Higher Education Support Act 2003*, Tabor must meet the tuition assurance requirements or be exempt from those requirements.
3. It is intended that, from 1 January 2018, Tabor will be exempted from the requirement to meet the tuition assurance requirements. Instead, Tabor 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 Tabor's obligations from that date.
5. If any changes occur to the proposed arrangements outlined below, a revised statement will be provided on Tabor's website and advised to all students that have enrolled in the intervening period.

## What happens if Tabor ceases to provide a course of study?

### Information for affected students

6. Tabor will notify affected students in writing that a course of study is no longer provided within 2 business days after Tabor ceases to provide the course.
7. As soon as practicable, Tabor 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 Tabor for a re-credit of their 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;
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- 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.
  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 HELP balance

16. Where the student prefers to apply for a re-credit of their 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. Tabor 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 HELP assistance received by the student for the affected units of study.

#### 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.