

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*, Queensland Institute of Business and Technology Pty Ltd, trading as Griffith College ABN: 38 076 195 027 ACN: 076 195 027 must meet the tuition assurance requirements or be exempt from those requirements.
3. It is intended that, from 1 January 2018, Griffith College will be exempted from the requirement to meet the tuition assurance requirements. Instead, Griffith College 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 Griffith College's obligations from that date.
5. If any changes occur to the proposed arrangements outlined below, a revised statement will be provided on Griffith College's website and advised to all students that have enrolled in the intervening period.

What happens if Griffith College ceases to provide a course of study?

Information for affected students

6. Griffith College will notify affected students in writing that a course of study is no longer provided within 2 business days after Griffith College ceases to provide the course.
7. As soon as practicable, Griffith College 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 Griffith College 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;
 - 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.



Australian Government

Department of Education and Training

Dear Provider

**CHANGES TO FEE-HELP/HECS-HELP SCHEME TUITION ASSURANCE ARRANGEMENTS FROM
1 JANUARY 2018**

On 6 December 2017 the department provided further information on the interim tuition assurance arrangements for 2018 and a draft Notice of Exemption. This letter provides the final Notice of Exemption and associated conditions.

Exemption

As set out in the attached Notice, the Department exempts providers from the requirement to be a party to an approved tuition assurance arrangement, subject to conditions (**Exemption Conditions**).

The Exemption will take effect from 1 January 2018, and remain in force until its revocation by the Minister or delegate. The Exemption Conditions are set out at **Attachment A** to the Notice and are imposed on each of the higher education providers listed at **Attachment B** to the Notice.

It is anticipated that a new tuition assurance model will be in place for 2019.

Providers are required to publish a statement of tuition assurance that reflects the exemption arrangements and, when enrolling a student, must ensure the student is provided with clear information about how to access the statement. A pro forma statement of tuition assurance is attached to the Notice.

Financial requirements

The Department has engaged an actuarial consultant to assist with assessing what, if any, financial obligations to impose on providers arising from the tuition assurance arrangements for 2018.

The financial conditions, if any, will be issued as a subsequent exemption condition. Failure to comply with the financial conditions, or the other exemption conditions, may result in compliance action being taken.

Next steps

The Department will progressively inform providers of the financial conditions to be imposed, if any, during January and February 2018.

Please contact me via FEE-HELPTuitionAssurance@education.gov.au should you have any queries in relation to this letter.

Yours sincerely

Damian Coburn
Branch Manager
Higher Education

20 December 2017

**NOTICE ISSUED FOR THE PURPOSES OF SECTION 19-40(2) OF THE *HIGHER EDUCATION
SUPPORT ACT 2003***

1. Introduction

- 1.1 I am a delegate of the Minister for Education and Training for the purposes of subsection 19-40(2) of the *Higher Education Support Act 2003* (**the Act**).
- 1.2 The purpose of this Notice is to conditionally exempt each of the providers listed at **Attachment B** (referred to as the **Provider** in the remainder of this Notice) from the requirement at subsection 19-40(1) of the Act to comply with the tuition assurance requirements.
- 1.3 Unless otherwise specified, terms in this Notice have the same meaning as in the Act. Additional defined terms are set out at clause 7 of **Attachment A** to this Notice.

2. Exemption

- 2.1 Under:
- (a) subsection 19-40(2) of the Act, I exempt the Provider from the requirement at subsection 19-40(1) to comply with the tuition assurance requirements (**Exemption**); and
 - (b) subsection 19-40(3) of the Act, I impose the conditions set out at **Attachment A (Exemption Conditions)** on the Exemption.
- 2.2 The Exemption takes effect from 1 January 2018 and remains in force until it is revoked by the Minister. The Minister will give the Provider no less than 20 business days prior written notice of the revocation.
- 2.3 In accordance with subsection 19-40(2) of the Act, the Exemption is subject to the Provider complying with the conditions of exemption specified at Attachment A (Exemption Conditions) of this Notice. A failure to comply with the Exemption Conditions would mean that the Provider is no longer exempt from, and therefore may be in breach of, the requirement to comply with the tuition assurance requirements.
- 2.4 For the avoidance of doubt, subject to clause 2.2, the Exemption Conditions continue to apply to the Provider, even if the Provider is in breach of any of the Exemption Conditions.
- 2.5 The reason for imposing these Exemption Conditions is to ensure that adequate and appropriate measures are in place to support students and the Commonwealth in the event that the Provider or another provider ceases to provide a course of study to a student who is enrolled in one or more units of study forming part of a course of study. This is important to allow students to continue their higher education with minimal disruption.

3. Contact details

3.1 Questions in relation to the content of this Notice should be addressed to:

Attention: Damian Coburn
Address: Higher Education Group
Australian Government Department of Education and
Training
PO Box 9880
CANBERRA ACT 2601.
Email: FEE-HELPTuitionAssurance@education.gov.au

Dated: **20 December 2017**



Damian Coburn
Branch Manager
Higher Education

Delegate of the Minister for Education and Training

Attachment A – Exemption Conditions

The following conditions are imposed on the Exemption:

1. Cooperation with the Service Provider

- 1.1 The Provider acknowledges that the Department may itself, or may engage a consultant to perform some or all of the following services (**the tuition assurance management services**) if the Provider ceases to provide a course of study:
- (a) attending meetings with students enrolled with the Provider in a unit of study forming part of a course of study, which the Provider ceases to provide before the students complete the course (**affected students**);
 - (b) dealing with enquiries from affected students including organising a telephone service where appropriate;
 - (c) liaising with each affected student to discuss and assess options for a replacement course or whether the student wishes to apply for a re-credit of their HELP balance;
 - (d) liaising with higher education providers to find a replacement course for affected students choosing the course assurance option, and organising the replacement providers to provide the replacement courses for those students;
 - (e) ensuring it is practical for the affected student to finish the course or an equivalent course having regard to whether the replacement course meets the requirements specified in clause 1.5 of these Exemption Conditions;
 - (f) providing the affected student with a replacement tuition offer being an offer of enrolment in a replacement course or notifying the student there is no replacement course or that the student may alternatively apply for a re-credit of their ;
 - (g) providing the affected student with a right to request a review of whether or not there is a replacement course that meets the requirements for replacement courses specified in clause 1.5;
 - (h) where it is impractical for the affected student to finish the course or an equivalent course, or the student wishes to apply for a re-credit, notifying the student that:
 - i. the student may apply to the Provider for a re-credit of their HELP balance for units of study commenced but not completed, under section 104-25 of the Act because of special circumstances and the time by when the application must be made;
 - ii. special circumstances are circumstances that:
 - are beyond the student's control;

- do not make their full impact on the person until on or after the census date for the unit of study in question; and
 - make it impracticable for the student to complete the requirements for the unit in the period during which the person undertook, or was to undertake the unit; and
 - iii. the student may nominate in writing for the Service Provider to act on the student's behalf in making the application to the Provider.
- 1.2 For the purposes of these Exemption Conditions, the Service Provider is the party performing the tuition assurance management services and includes the Department and/or the consultant engaged by the Department to perform some or all of these services.
- 1.3 The Provider is required to cooperate fully with and assist the Service Provider to perform the tuition assurance management services if the Provider ceases to provide a course of study. The Provider *ceases to provide a course of study* if any of the matters listed in paragraph 2.1.25 of the *Higher Education Provider Guidelines 2012* (HEP Guidelines) occur.
- 1.4 The Service Provider may request the Provider to provide information and assistance relevant to the discharge of the Service Provider's role in providing tuition assurance management services (including providing student enrolment and course progression information, as defined in paragraph 7(a)) and the Provider must comply with such a request as soon as is practicable or within such other period specified in these Exemption Conditions.
- 1.5 Replacement courses must meet the following requirements:
- (a) the course leads to the same or a comparable qualification as the original course;
 - (b) the mode of delivery of the replacement course is the same as or, with the student's consent, similar to the mode of delivery of the original course;
 - (c) the location where the replacement course for a student is primarily delivered is reasonable, having regard to the costs of, and the time required for, the student's travel;
 - (d) a student who enrolls in the replacement course:
 - i. will not incur additional fees that are unreasonable;
 - ii. will be able to attend the replacement course without unreasonable impacts on the student's prior commitments; and
 - iii. will not incur tuition fees for the part of the replacement course that replaces an affected part of the original course.

2. **Notice and information when course ceases**

- 2.1 The Provider must give written notice to the Department of any of the following events within 24 hours after the event occurring:
- (a) the Provider ceases to provide a course of study;
 - (b) notice is served on the Provider, or proceedings are taken, to:
 - i. cancel the Provider's incorporation or registration under the Corporations Act 2001 or similar legislation; or
 - ii. dissolve the Provider as a legal entity;
 - (c) the Provider comes under a form of external administration referred to in subsection 600H(2) of the *Corporations Act 2001* or an equivalent arrangement;
 - (d) the Provider fails to comply with a statutory demand within the meaning of section 459F of the *Corporations Act 2001*;
 - (e) the Provider is unable to pay all of its debts when they become due;
 - (f) proceedings are initiated for an order for the Provider's winding up;
 - (g) at a meeting of the Provider, a resolution is made to wind up the Provider.
- 2.2 If the Provider intends to cease to provide a course of study, the Provider must give the Department written notice of the intention as soon as practicable.
- 2.3 Within 3 business days after the Provider ceases to provide a course of study or a unit of study, the Provider must give the Service Provider for the units of study which an affected student has completed a copy of a statement of attainment or other Australian Qualifications Framework certification documentation issued by the Provider or an authorised issuing organisation in accordance with the Australian Qualifications Framework.
- 2.4 The Provider must perform the following actions after the Provider ceases to provide a course of study:
- (a) within 2 days, notify affected students enrolled in the course, in writing, that the course is no longer being provided;
 - (b) within 7 business days after notifying the students, hold a meeting with the students and the Service Provider at the location where the course was primarily delivered;
 - (c) as soon as practicable, update the Provider's website to reflect that the course is no longer being provided and to give information to students about the tuition assurance management services.

- (d) within 3 business days, give the Service Provider, the student enrolment and progression information, as defined in paragraph 7(a), for each affected student.

3. **Repayment and re-crediting**

3.1 If:

- (a) the Service Provider makes an application to the Provider for a re-credit of a student's HELP balance under section 104-25 of the Act; and
- (b) the application is made by the Service Provider on behalf of the student;

the Provider must consider the application as if it was made by the student.

Note to Providers: Subsection 104-40(1) of the Higher Education Support Act requires the Provider to consider an application made under paragraph 104-25(1)(d) as soon as practicable and notify the applicant of the decision on the application together with a statement of reasons. If a student's HELP balance is re-credited, section 110-5 requires the Provider to pay the Commonwealth an amount equal to the amount of HELP assistance to which the student was entitled for the unit of study.

- 3.2 The Provider must notify the Service Provider as soon as practicable after the re-credit has occurred.

4. **Acceptance of displaced students**

- 4.1 If the Service Provider gives written notice to the Provider that a replacement tuition offer has been made and accepted by a student (**displaced student**) for a place with the Provider, the Provider, acting as a replacement provider, must accept the displaced student unless:

- (a) the displaced student has failed to abide by, or to agree to abide by, the Provider's reasonable policies and procedures (with which the student was provided); or
- (b) the Provider can establish to the satisfaction of the Service Provider that existing circumstances makes it reasonable for the Provider to not accept the student.

- 4.2 Without limiting the circumstances referred to in paragraph 4.1(b) directly above, such circumstances may include, but are not limited to:

- (a) if placement with the Provider would not be in the best interests of the displaced student; or
- (b) if the Provider has accepted a number of displaced students and it would be unreasonable for the Provider to accept another displaced student having regard to the Provider's capacity and capability.

5. **Obligations as a replacement**

- 5.1 The Provider must ensure, subject to paragraph 4.1 above, that a displaced student is enrolled in the replacement course with the Provider as soon as practicable.
- 5.2 The Provider must ensure that a displaced student enrolled in a replacement course with the Provider is:
- (a) granted course credits for the units of study successfully completed by the student, as evidenced by a copy of a statement of attainment or other Australian Qualifications Framework certification documentation issued by the student's first provider or an authorised issuing organisation in accordance with the Australian Qualifications Framework; and
 - (b) is not charged tuition fees for a replacement unit of the replacement course.

6. **Statement of tuition assurance**

- 6.1 The Provider must make a *statement of tuition assurance exemption* that reflects the arrangements described in this Notice. A statement in the form set out in Attachment C to this Notice will satisfy the requirements.

Note to Providers: Chapter 2, Part 4 of the HEP Guidelines requires a provider that is exempt from the tuition assurance requirements to:

- clearly and prominently publish its *statement of tuition assurance exemption* and ensure that, when enrolling a student in a unit of study, the student is provided with clear information about how to access the statement of tuition assurance exemption;
- keep up-to-date enrolment information on students enrolled in units of study.

7. **Defined terms**

- 7.1 Unless otherwise specified, terms in this Notice have the same meaning as in the *Higher Education Support Act 2003* and the HEP Guidelines. In addition, for the purpose of this Notice:

- (a) ***student enrolment and course progression information*** includes:
- i. the name of the course;
 - ii. the full name and contact details of each affected student enrolled in the course;
 - iii. the units of study in the course that each affected student is enrolled in;
 - iv. the amount of the tuition fees for the units of study that each affected student is enrolled in;
 - v. details about the payment of those tuition fees, including the amounts that were paid with FEE-HELP assistance.

Attachment B – List of higher education providers

Provider Name	ABN / ACN
1. Carnegie Mellon University	97 116 769 423
2. University College London	54 728 710 374
3. Academy of Design Australia Limited	97 585 592 579
4. Academy of Information Technology Pty Ltd	35 094 133 641
5. Acknowledge Education Pty Ltd	15 005 596 565
6. ACPE Limited	28 107 480 848
7. Adelaide Central School of Art Incorporated	16 896 868 731
8. Adelaide College of Divinity Incorporated	86 680 954 246
9. Alphacrucis College Limited	13 072 747 187
10. Australian Academy of Music and Performing Arts	16 085 028 351
11. Australian College of Natural Medicine Pty Ltd	57 061 868 264
12. Australian College of Nursing Ltd	48 154 924 642
13. Australian College of the Arts Pty Ltd	96 082 799 282
14. Australian Guild of Music Education Inc.	84 413 249 965
15. Australian Institute of Business Pty Ltd	86 009 115 422
16. Australian Institute of Management Education and Training Pty Limited	40 009 668 553
17. Australian Institute of Professional Counsellors Pty Ltd	68 366 027 051
18. Blue Mountains International Hotel Management School Pty Limited	91 004 004 317
19. Box Hill Institute (formerly Box Hill Institute of TAFE)	76 268 630 462
20. Canberra Institute of Technology	43 273 796 990
21. Chisholm Institute	65 335 795 326
22. Colleges of Business and Technology (WA) Pty Ltd	13 092 155 970
23. Eastern College Australia Incorporated	61 551 855 405
24. Edith Cowan College Pty Ltd	35 064 377 993
25. Educational Enterprises Australia Pty Ltd	20 008 194 689
26. Engineering Institute of Technology Pty Ltd	39 135 762 426
27. Excelsia College	50 360 319 774
28. Gestalt Therapy Brisbane Pty Ltd	34 127 810 191
29. Group Colleges Australia Pty Ltd	11 085 429 732
30. Harvest Bible College Ltd	97 621 239 356
31. Holmes Institute Pty Ltd as Trustee for Holmes Institute Trust	44 112 115 643
32. Holmesglen Institute	40 096 756 729
33. ICHM Pty Ltd	64 080 984 738
34. INSEARCH Limited	39 001 425 065
35. International College of Management, Sydney Pty. Limited	54 174 259 919
36. Jazz Music Institute Pty Ltd	93 077 694 654
37. JMC Pty. Limited	53 003 572 012
38. John Paul II Institute for Marriage and Family, Melbourne	27 788 943 586
39. Kaplan Business School Pty Limited	86 098 181 947
40. Kaplan Higher Education Pty Ltd	85 124 217 670
41. Kent Institute Australia Pty Ltd	49 003 577 302
42. Le Cordon Bleu Australia Pty Limited	18 081 849 185

43. Leo Cussen Institute	16 949 282 178
44. Macleay College Pty Limited	62 003 925 282
45. Marcus Oldham College	50 071 444 409
46. Melbourne Institute of Business and Technology Pty Ltd	11 074 633 668
47. Melbourne Institute of Technology Pty Ltd	20 072 324 755
48. Melbourne Polytechnic	50 230 165 243
49. MHM Higher Education Pty Ltd	16 139 036 721
50. Monash College Pty Ltd	64 064 031 714
51. Moore Theological College Council	47 746 452 183
52. Morling College Ltd	64 122 588 309
53. Nan Tien Institute Limited	80 139 338 819
54. National Art School	89 140 179 111
55. Navitas Bundoora Pty Ltd	92 143 736 789
56. Navitas Professional Institute Pty Ltd	94 057 495 299
57. North Metropolitan TAFE	23 489 495 403
58. ParaPharm Pty Ltd	45 098 564 099
59. Photography Holdings Pty Ltd	58 860 041 097
60. Proteus Technologies Pty Ltd	95 112 989 581
61. Queensland Institute of Business & Technology Pty Ltd	38 076 195 027
62. Raffles College Pty Ltd	86 108 888 900
63. Russo Business School Pty Ltd	34 601 105 319
64. S P Jain School of Global Management Pty Limited	87 136 711 567
65. SAE Institute Pty Limited	21 093 057 973
66. South Australian Institute of Business and Technology Pty Ltd	12 087 769 097
67. South Metropolitan TAFE	15 965 263 323
68. Study Group Australia Pty Limited	88 070 919 327
69. Sydney College of Divinity Ltd	39 002 653 036
70. Sydney Institute of Business and Technology Pty Ltd	18 074 470 447
71. Sydney Institute of Health Sciences Pty. Limited	30 100 578 836
72. Tabor College Incorporated	55 516 735 722
73. TAFE Queensland	72 898 805 093
74. TAFE SA	67 828 419 300
75. Technical and Further Education Commission	89 755 348 137
76. The Australian Institute of Music Limited	89 003 261 112
77. The Broken Bay Institute	22 161 120 118
78. The Cairnmillar Institute	27 005 085 423
79. The College of Law Limited	61 138 459 015
80. The MIECAT Institute Inc.	31 931 925 986
81. Think: Colleges Pty Ltd	93 050 049 299
82. Top Education Group Pty Ltd	36 098 139 176
83. Victorian Institute of Technology Pty Ltd	41 085 128 525
84. Wentworth Institute of Higher Education Pty Ltd	71 141 843 218
85. Whitehouse Institute Pty Ltd	49 122 953 557
86. William Angliss Institute of TAFE	66 266 583 978

Attachment C – PRO FORMA

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*, [Insert legal name of organisation] ABN: [Insert ABN] ACN: [Insert ACN if applicable] must meet the tuition assurance requirements or be exempt from those requirements.
3. It is intended that, from 1 January 2018, [Insert name of organisation] will be exempted from the requirement to meet the tuition assurance requirements. Instead, [Insert name of organisation] 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 [Insert name of organisation]'s obligations from that date.
5. If any changes occur to the proposed arrangements outlined below, a revised statement will be provided on [Insert name of organisation]'s website and advised to all students that have enrolled in the intervening period.

What happens if [Insert name of organisation] ceases to provide a course of study?

Information for affected students

6. [Insert name of organisation] will notify affected students in writing that a course of study is no longer provided within 2 business days after [Insert name of organisation] ceases to provide the course.
7. As soon as practicable, [Insert name of organisation] 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 [Insert name of organisation] 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;
 - 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. [Insert name of organisation] 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.

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