

Protection of Pre-Paid Fees

1. Purpose

Envirotech Education in compliance with all the relevant standards and legislation in the VET sector has established the Protection of Pre-Paid Fees Policy to ensure all student payments are protected in the event of a change made by Envirotech which may be disadvantageous to the student.

2. Scope

This Protection of Pre-Paid Fees applies to:

2.1. International students studying off and on shore

2.2. Domestic students studying either Fee for Service or supported via a Government funded/assisted program, including VET Student Loan (VSL).

3. Relevant Standards

3.1. Standards for Registered Training Organisation's 2015

3.2. National Code of Practice for Providers of Education and Training to Overseas Student 2018

3.3. National standards for ELICOS provider and courses

3.4. VET Student Loans Rules 2016 Part 6, Division 1, Section 52-55

4. Relevant links:

4.1. Tuition Protection Scheme (Australian Legislation). (TPS)

4.2. Tuition Assurance exemption: <https://www.education.gov.au/tuition-assurance-and-provider-closures>

5. Associated policies and procedures

5.1. Marketing Standards

6. Associated documents

6.1. Letter of Offer

6.2. Terms and Conditions of Enrolment

7. Procedures

7.1. GENERAL

- 7.1.1. Envirotech safeguards student tuition fees through the use of insurance and assurance schemes mandated by Australian Legislation.
- 7.1.2. The letter of offer and the availability of complaints and appeals processes, does not remove the right of the student to take action under Australian Consumer Law.
- 7.1.3. If a concern/complaint or appeal does not resolve internally, the matter will be referred to an external mediator
- 7.1.4. In the event Envirotech ceases to provide a **VET** course of study in which a student is enrolled, the student is entitled to a choice of:

- a. an offer of a place in a similar VET course of study with a second provider without any requirement to pay the second provider any tuition fee for any replacement VET units. For VSL students, this is currently being handled by the Service Provider of the Department. 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 the fees protection services.

OR

- b. a refund of the student's up-front **VET** tuition fee payments and/or re-crediting of any FEE-HELP balance for any VET unit of study in which the student is enrolled or commences but does not complete because we cease to provide the VET course of study of which the unit forms part (this is known as the 'VET Tuition Fee Repayment Option').
- 7.1.5. In the event Envirotech ceases to provide an **ELICOS** course of study in which a student is enrolled, the student is entitled to a refund of the student's up-front tuition fee payments less any administration fees as described in the Letter of Offer.
 - 7.1.6. Envirotech is committed to cooperate fully with and assist the Service Provider to perform the tuition assurance management services in case its ceases to provide an eligible VET course of study, and provide any relevant information as soon as practicable.
 - 7.1.7. Domestic students who are studying as 'Fee for Service', will not be charged with more than \$1500 pre- paid tuition fees.

7.2. TUITION ASSURANCE FOR OVERSEAS STUDENTS

- 7.2.1. Envirotech Education (Envirotech) complies with the VET Tuition Assurance requirements (TPS). This is to protect students in the event Envirotech ceases to provide a VET or ELICOS course of study in which a student is enrolled in a location.
- 7.2.2. Envirotech contributes annually to the Tuition Protection Scheme
- 7.2.3. **Provider default**
- 7.2.3.1. Under section 46A of the ESOS Act a provider default occur if:
- Envirotech fails to start providing the course to the student at the location on the agreed starting day; or
 - After the course starts but before it is completed, it ceases to be provided to the student at the location; and the student has not withdrawn from the course before the default day.
- 7.2.3.2. Envirotech will notify the Secretary, the TPS Director and any affected students of the default within 3 business days of the default occurring. The notice will be in writing and in accordance with section 46B of the ESOS Act.
- 7.2.3.3. Envirotech will satisfy the protection of fees obligations as described under section 46D of the ESOS Act within 14 days after the day of the default
- 7.2.3.4. Envirotech will notify the Secretary and the TPS Director about the outcome of the discharge within 7 days after the obligation period
- 7.2.4. **Student default**
- 7.2.4.1. Under section 47B of the ESOS Act Envirotech must enter a written agreement with each overseas student. Envirotech written agreement complies with the National Code 2018 and specifies the refund requirements that apply in case of a student default
- 7.2.4.2. Under section 47A of the ESOS Act, a student or intending student is in default in relation to a course at a location if:
- The course starts at the location on the agreed starting day, but the student does not start the course on that day (and has not previously withdrawn); or
 - the student withdraws from the course at the location (either before or after the agreed starting day); or
 - Envirotech refuses to provide, or continue providing, the course to the student at the location because of one or more of the following:
 - the student failed to pay an amount payable to the provider for the course;
 - the student breached a condition of his/her student visa;
 - misbehaviour by the student (Note: the student is entitled to natural justice under subsection 47A(3)).
- 7.2.4.3. Envirotech will report on Tuition Protection Services (TPS) and if a refund has been provided to a student within 7 days after the obligation period, only when there was no compliant written agreement in place or when a student visa has been refused
- 7.2.4.4. Envirotech will process refunds for students in default in accordance with Section 47D or 47E of the ESOS Act and following Envirotech refund policy.
- 7.2.4.5. When refund is required to be paid, it will be processed within 4 weeks of the default day

7.3. TUITION ASSURANCE FOR DOMESTIC STUDENTS UNDER VSL

These requirements are covered under Schedule 1A to the *Higher Education Support Act 2003* (the Act), Part 6 of the *VET Student Rules 2016* and the *ESOS Act*.

7.4. NOTICE AND INFORMATION WHEN COURSE CEASES

Notification with the Department

Envirotech will give written notice to the Department of any of the following events within 24 hours after the event occurring:

- 7.4.1. It ceases to provide an eligible VET course of study;
- 7.4.2. Notice is served on the Provider, or proceedings are taken, to:
 - 7.4.2.1. cancel the its incorporation or registration under the Corporations Act 2001 or similar legislation; or
 - 7.4.2.2. Dissolve the Provider as a legal entity
- 7.4.3. It comes under a form of external administration referred to in subsection 600H(2) of the Corporations Act 2001 or an equivalent arrangement;
- 7.4.4. It fails to comply with a statutory demand within the meaning of section 459F of the Corporations Act 2001;
- 7.4.5. It is unable to pay all of its debts when they become due
- 7.4.6. proceedings are initiated for an order for the Provider's winding up
- 7.4.7. at a meeting of the Provider, a resolution is made to wind up the Provider
- 7.4.8. Within 3 days of the default occur, Envirotech will provide the Service Provider the units of study and competencies that students achieved by disclosing Statement of attainment, AQF certificates and records of results (transcripts).

Notification with affected students

- 7.4.9. In the event that Envirotech ceases to provide an eligible VET course of study, affected students will be notified in writing within 2 days that the course is no longer being provided
- 7.4.10. Within 7 days after notifying students, Envirotech will call a meeting with the students and the Service Provider at the location where the course was primarily delivered.
- 7.4.11. As soon as practicable, Envirotech will update its website notifying that the course is no longer available and will advertise information for students regarding the tuition assurance management services

7.5. REPAYMENT AND RE-CREDIT

- 7.5.1. When the Service Provider makes an application for a re-credit of a student's FEE HELP balance for a VET unit of study that have been commenced but not completed due to the cession under clause 46 of Schedule 1A to the Act because of special circumstances, and
The application is made by the Service Provider on behalf of a student
Envirotech will consider the application as if it was made by the student.
- 7.5.2. Envirotech will then notify the applicant of the decision on the application together with a statement of reasons.
If the decision is to re-credit the applicant under the clause 46, clause 56 of Schedule 1A, Envirotech will pay the Commonwealth an amount equal to the amount of the VET FEE HELP assistance to which the student was entitled for the unit of study.
- 7.5.3. Envirotech will notify the Service Provider, as soon as practicable, when the re-credit has occurred.

7.6. ACCEPTANCE OF DISPLACED STUDENTS

- 7.6.1. Envirotech will accept any displaced student that has been referred by the Service Provider, based on a replacement tuition offer that has been made and accepted by a student, unless:
- 7.6.1.1. The displace student failed to abide by, or to agree to abide by, Envirotech reasonable policies and procedures, or
- 7.6.1.2. Envirotech will satisfy the Service Provider that circumstances apply which indicates it is reasonable to not accept the student. This may be:
- If the placement is not with the best interests of the student
 - Envirotech has already accepted displaced students, and has reached its capacity to accept others

7.7. OBLIGATIONS AS A REPLACEMENT PROVIDER

- 7.7.1. Once a replacement student accepts Envirotech policies and procedures, Envirotech will enrol the students as soon as possible
- 7.7.2. Displaced students will receive credit transfer for the units of competency they have already completed based on the Statement of attainment and result transcript authentic copy provided by the previous education provider or the department. Displaced students will not be charged with tuition fees for a replacement unit in the replacement course.

7.8. STATEMENT OF TUITION ASSURANCE

- 7.8.1. Envirotech advertises on its website the statement of tuition assurance exemption in accordance with Section 20 of the Higher Education Support (VET) guidelines 2015.