

STATEMENT OF TUITION ASSURANCE FOR VET STUDENT LOAN PROVIDERS

- 1 Fox Endeavours Pty Ltd trading as Fox Education and Consultancy ABN: 69 153 159 794 ACN: 153 159 794 (the first provider) must comply with the VET Tuition Assurance requirements. This is to protect students in the event we cease to provide a VET course of study after it starts but before it is completed.
- 2 These requirements are covered under Schedule 1A to the *Higher Education Support Act 2003* (the Act), chapter 3 of the *VET Guidelines 2013 (the VET Guidelines)* and/or *VET Student Loans Rules 2016*. The meaning of 'ceasing to provide a VET course of study' is set out in the *VET Guidelines* which are available from: <http://www.comlaw.gov.au/Series/F2013L01509>.

Information for affected students

- 3 Fox Education and Consultancy will notify affected student in writing that an approved course is no longer available within 2 business days after Fox Education and Consultancy cease to provide the course after it starts but before its completed.
- 4 As soon as practical, Fox Education and Consultancy will update its website to inform the course is no longer being delivered and give students information about tuition assurance arrangements.

Replacement Courses

- 5 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.
- 6 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 to the original course;
 - The location of the replacement course must 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.
- 7 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.
- 8 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 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 Qualification Framework; or
 - A copy of an authenticated VET transcript issued by the student Identifiers registrar.
- 9 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.

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- 10 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

- 11 Where there is no suitable replacement course for a student, the Department (or a consultant engaged by the Department) will notify the student that they may apply to Fox Education and Consultancy to have their VET Student Loan balance re-credited for the affected parts of the original course. The student may nominate the Department to make the application on the student's behalf.

Prepaid fees

- 12 Fox Education and Consultancy does not collect up-front payments greater than \$1500.
- 13 For tuition fees paid up-front below \$1500, students should be aware there is no formal protection in place and students will be responsible to seek a refund for these fees directly from Fox Education and Consultancy if Fox Education and Consultancy fails to provide the agreed services. Fox Education and Consultancy has in place a withdrawal and refund policy. If the provider is under external administration, this may require the student submitting a proof of debt with the external administrator.

Record keeping

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