

## PRO FORMA

### STATEMENT OF TUITION ASSURANCE FOR EXEMPT VET STUDENT LOANS (VSL) PROVIDERS

#### 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*, Cinimod Enterprises T/A Oxygen College ABN: 55101136574 ACN: 101 136 574 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, Oxygen College will be exempted from the requirement to be a party to an approved tuition assurance arrangement. Instead, Oxygen 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 Oxygen College's obligations from that date.
5. If any changes occur to the proposed arrangements outlined below, a revised statement will be provided on Oxygen College's website and advised to all students that have enrolled in the intervening period.

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

##### Information for affected students

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

##### 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, Oxygen College 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 \$1500, Oxygen College has in. Oxygen College collects fees in advance for services not yet provided to students at various intervals throughout a course and in accordance with the course's relevant payment schedule. To ensure the protection of fees paid in advance, Oxygen College until December 2017, holds current membership of an approved Tuition Assurance Scheme, ACPET. From 1st January 2019 (notified on 13.2.2020) Oxygen College has been provided an exemption under the commonwealth governments VET Fee Help tuition assurance arrangements Oxygen College will not accept payment of more than \$1,000 from each individual student prior to the commencement of a course. Following course commencement, Oxygen College requires payment of additional fees in advance but only such that at any given time, the total amount paid for services that are yet to be incurred by the student, does not exceed \$1,500.

17. For tuition fees paid up-front below \$1500, 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 Oxygen College. If Oxygen College fails to provide the agreed services, the following stringent refund policy will apply to all course fees, state-funded fees, including a non-refundable deposit and/or enrolment fee.
- This amount is specified on all course information about fees and charges and on the Payment Agreement signed by each student prior to entry into a course. The studio access fee is non-refundable except in the instance where Oxygen College is required to cancel a course due to insufficient numbers or for other unforeseen circumstances.
  - Students who withdraw from a course and wish to seek a refund or have the amount they owe on their fees reduced, must apply to Oxygen College in writing, outlining the details and reason for their request. Students who have not completed a withdrawal form are not eligible for consideration of a refund or reduction in fees.
  - Eligibility for a refund will be assessed based on the services provided to the student and the costs incurred by Oxygen College in order to provide those services to the student.
  - In order to maintain consistent and fair decisions on refunds and fee reductions, Oxygen College maintains an internal schedule of the cost of each type of service provided and will base decisions on the total fees to be charged to a student based on this schedule. This schedule will be provided to students on request.
  - The outcome of the refund assessment will be provided by written notice to the student's registered address, outlining the decision and reasons for the decision along with any applicable refund or adjustment notice.
18. If the provider is under external administration, this may require the student submitting a proof of debt with the external administrator.

#### Record keeping

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