VSL TUITION ASSURANCE POLICY AND PROCEDURE

INTRODUCTORY

Purpose

The purpose of this document is to outline the policy and procedure of Evolve College Pty Ltd (RTO 41035) (referred to as "Evolve College" or "the provider") in relation to tuition assurance for a course that has been approved for VET Student Loans (VSL).

VET Student Loans approved course

Evolve College is an approved provider of the following course ("approved course"):

- HLT52021 Diploma of Remedial Massage

This policy and procedure relates to tuition assurance in relation to the above approved course.

1. TUITION ASSURANCE

The Australian Government's Tuition Protection Service (TPS) protects domestic students who access a VET Student Loan if their provider defaults, for example by closing or ceasing to deliver their course. These VSL tuition protection arrangements have applied since 1 January 2020.

All non-exempt VSL providers, including Evolve College, must participate in the VSL tuition protection arrangements, meet the obligations they place on providers, and pay an annual levy. If a provider defaults, VSL students will be supported to continue their studies in an equivalent or similar course with a replacement provider. In some circumstances, students may be entitled to a re-credit of their HELP balance for parts of the course they commenced but did not complete.

For more information, visit the Tuition Protection Service at www.education.gov.au/tps.

2. WHAT HAPPENS IF A PROVIDER CEASES TO PROVIDE THE COURSE?

2.1 If Evolve College ceases to provide the course

If Evolve College ceases to provide an approved course after it starts but before it is completed, in the circumstances set out in section 66B of the *VET Student Loans Act 2016* (Cth) ("**VSL Act**"), Evolve College is required by law to perform certain actions. The actions it shall perform in the event of a closure are set out below. These actions apply under the VSL Act (sections 66C and 66D) and the *VET Student Loans Rules 2016* (Cth) ("**VSL Rules**") (rules 47 and 51), and are described in the VSL Manual for Providers at section 4.3. If the VSL Act, VSL Rules or Manual for Providers are amended, the amended version shall apply in this policy, in place of the steps below, to the extent of any inconsistency.

Within 24 hours of default

- Give written notice to the VSL Tuition Protection Director of the circumstances of the default.
- Notify students enrolled in the course, in writing, that the course is no longer being provided:
  - The notice must be sent to the student's personal email address as advised by the student, to the student's postal address as advised by the student, or by another method agreed to by the student.

- The notice must specify the name of the course, or part or parts of the course, the student was enrolled in at the time of the default; the date of the default; and a website specified by the VSL Tuition Protection Director where the student can get further information about tuition protection.

Within 3 business days of a default occurring

- Give written notice to the VSL Tuition Protection Director specifying, for each student in relation to whom the provider has defaulted:
  - the student's full name and contact details;
  - the course, or part or parts of the course, the student was enrolled in at the time of the default;
  - the amount of the tuition fees for each course, or part of the course, the student was enrolled in at the time of the default;
  - details about the payment of those tuition fees, including the amounts that are covered fees;
  - whether the student was studying part-time or full-time;
  - the mode of delivery of the original course;
  - if the student did not study online, the location where the original course was primarily delivered;
  - whether the student has withdrawn from the course or part of the course, and the date of withdrawal;
  - any part of the course for which the student has deferred study, the date of the deferral and the date the student is expected to recommence study;
  - the completion status for each part of the course the student has enrolled in, including whether the student's status is ongoing, passed or failed; and
  - the name and code of each unit of competency as it appears on the National Register of VET for each part of the course the provider has defaulted in relation to the student.

As soon as practicable

- Update the Evolve College website to reflect that the course is no longer being provided and to provide tuition protection information.

If requested by the VSL Tuition Protection Director

- Provide to the VSL Tuition Protection Director, in relation to students to whom the provider has defaulted, either:
  - a copy of a statement of attainment or other Australian Qualifications Framework certification documentation issued by the course provider or an authorised issuing organisation in accordance with the Australian Qualifications Framework, for the parts of the course the student has completed; or
  - a copy of an authenticated VET transcript prepared by the Registrar (within the meaning of the *Student Identifiers Act 2014*) for the parts of the course the student has completed.

2.2 If another provider ceases to provide the course, and Evolve College steps in as a replacement provider

If Evolve College acts as a replacement provider for another provider that ceases operations as a VSL approved provider, a student enrolled in a replacement course with Evolve College:

a) shall be granted course credits for parts of the original course successfully completed by the student (with the prior, closed provider), as evidenced by a statement of attainment or other Australian Qualifications Framework certification issued in accordance with the Australian Qualifications Framework, or an authenticated VET transcript prepared by the Registrar (within the meaning of the *Student Identifiers Act 2014* (Cth));

b) will not be charged tuition fees for a replacement component of the replacement course for which they have already paid; and

c) will be enrolled in the course as soon as practicable, with efficient and fair treatment to allow the continuation of their studies with minimal disruption.

2.3 Notice to VSL Tuition Protection Director of replacement provider

If Evolve College steps in as a replacement provider, Evolve College shall give written notice of the acceptance to the VSL Tuition Protection Director within 14 days of the acceptance, in accordance with rule 92 of the VSL Rules.

3. TUITION PROTECTION INFORMATION FOR STUDENTS

Evolve College shall provide students with information about tuition protection by making the *Tuition Assurance Information for Students* available for download on the Policies & Downloads page of its website, at www.evolvecollege.com/policies, together with a link to the Australian Government's tuition protection information for VET Student Loans students, at www.education.gov.au/tps/vsl-students.

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Related documents: Tuition Assurance Information for Students, Student Withdrawal Policy and Procedure, Student Fees Re-crediting Policy and Procedure.