

Tuition Protection Service Policy



SECTION 1

1. Purpose

- 1.1 This policy is to ensure that Institute of Health and Nursing Australia (IHNA) is compliant with ESOS requirements of Tuition Protection Service (TPS), SRT0 2015, standards 7 and 5 and National Code (ESOS) 2018 Standard 3, which is a replacement and refund service for international students. It outlines the TPS process to follow if a provider defaults in relation of providing the course in which a student has enrolled or student defaults in relation to a course or location.
- 1.2 The purpose of this policy is to provide guidelines for IHNA stakeholders to ensure that the institute, as a CRICOS Provider, abides by the TPS requirements.
- 1.3 This policy also ensures that the placement and refund processes for IHNA students are quick and streamlined. The default notification requirements ensure students are looked after following a default promptly.

2. Scope

- 2.1 This policy applies to prospective IHNA's students as well as to the international students currently enrolled at the IHNA.

3. Definitions

- 3.1 Refer to IHNA's Glossary of Terms.

SECTION 2

4. TPS Requirements

- 4.1 Under the TPS IHNA needs to do the following:
 - a. Ensure that a limit of up to 50% of total tuition fees only is collected prior to student commencement, unless the course is 24 weeks or less.
 - b. Keep initial prepaid fees in a separate account until the student has commenced studies and has been listed as current on both the Student Management Systems and PRISMS.
 - c. Student refunds under visa refusal will be based on unexpended tuition fees rather than on the total course cost as was previously allowable under the ESOS Act 2000.
 - d. Follow payment guidelines as per the new TPS and maintain ACPET membership.
 - e. Meet all default obligations under the ESOS Act 2000.

- f. Contribute to the TPS annually for all international students. Calculating Contributions to the TPS.
- g. IHNA and other public & private providers previously exempted will contribute to the TPS according to the risk presented to students and the sector. IHNA is required to pay a TPS levy each year calculated as per three main components and disclose information related to determining the amount of the levy.

5. Reporting Timeframe Provider Default

5.1 IHNA defaults when one of the following occurs:

- a. IHNA fails to start the course on the agreed day and location.
- b. IHNA ceases to provide a course at the location any time after the course commences but before it is completed.
- c. Within 3 business days of the default occurring, IHNA will notify the Secretary and the TPS Director (via PRISM) of the default in writing.
- d. IHNA will discharge its obligations by providing options to students within 14 days after the default date. These obligations are:
 - i. IHNA offers the affected students a place in an alternative course at IHNA's expense;
 - i. Students accept this offer in writing;
 - ii. IHNA provides the students with a refund based on any unspent pre-paid fees received by the IHNA;
 - iii. Within 7 days of discharging its obligations, IHNA will report the outcome of the default to the Secretary and TPS Director.

6. Student Default

6.1 Student default occurs when:

- a. a course starts on the agreed date and at the agreed location, but the student does not commence studies and has not formally withdrawn;
- b. the student withdraws from the course either before or after the course start date;
- c. IHNA refuses to provide the course to the student because of student non-payment of fees, breach of a condition of their student visa or student misbehaviour;

- d. Refunds in Other Cases;
- e. Where IHNA has not entered into a written agreement that complies with Section 47B, or where a student has been refused a visa, IHNA will pay the student a refund worked out in accordance with the legislative instrument under subsection 47E (4) of the Act.

7. Refunds in other Cases

- 7.1 Where IHNA has not entered into a written agreement that complies with Section 47B, or where a student has been refused a visa, IHNA will pay the student a refund worked out in accordance with the legislative instrument under subsection 47E (4) of the Act.

8. Prepaid Fees

- 8.1 Tuition fees are any fees that are directly related to the provision of a course and only tuition fees are protected under TPS.
 - a. IHNA will comply with ESOS Act limits on prepaid tuition fees as follows:
 - i. IHNA will not receive more than 50% of the student's total tuition fee for a course before the student begins the course unless the course has only one study period which is 24 weeks or less, in which case 100% of the total tuition fees can be received;
 - ii. IHNA will not require payment of any remaining fees earlier than 2 weeks before the start of the student's second study period;
 - iii. A student may voluntarily pay earlier than two weeks, but must not be required to do so;
 - iv. An exception to this 2 weeks rule is if the outstanding fees are in relation to the first study period, or if it is a debt. After the second study period for a course has commenced, there are no restrictions on when or how much tuition fees IHNA can collect;
 - b. Institute Obligations Related to Designated Account IHNA will maintain a designated account as follows:
 - i. The account will be for initial prepaid tuition fees until a student commences studies;
 - ii. It will be a normal bank account that allows deposits and withdrawals (not necessarily a trust account) with an Australian ADI (Authorised Deposit-taking Institute);
 - iii. It will be a separate account from the day-to-day business operating account;
 - iv. Fees collected before a course has commenced must be paid into the designated pre-

paid fee account within 5 business days of IHNA receiving the fees;

- v. ensure at all times that there is a sufficient amount in the account to repay all tuition fees of non-commenced students;
- vi. will not use this money for the payment of other debts.

9. Notifying the Secretary, the TPS Director and students

9.1 Under the ESOS Act, IHNA must notify the Secretary and the TPS Director of the default within 3 business days of the default occurring. RTO must also notify students in relation to those who have defaulted.

9.2 The notices must be in writing and meet the requirements of section 46B. The notice must include the following:

- a. the circumstances of the default.
- b. the details of the students in relation to whom the provider has defaulted.
- c. Whether the provider intends to discharge its obligations to those students under section.
- d. (if appropriate) how the provider intends to discharge those obligations.

10. Notifying students

10.1 The IHNA must also notify, in writing, of the default of the students in relation to whom the IHNA has defaulted.

11. Provider obligation period

11.1 Under section 46D of the ESOS Act, IHNA have 14 days after the day of the default (the provider obligation period) to satisfy your tuition protection obligations to the student as set out in the section.

11.2 If IHNA fails to discharge your obligations to the student under section 46D, it is an offence under section 46E of the ESOS Act and serious penalties apply.

12. Notification of the outcome-discharge of obligations

12.1 Under section 46F of the ESOS Act, RTO has 7 days after the end of your obligation period to give notice to the Secretary and the TPS Director of the outcome of the discharge of your obligations. This notice must comply with the requirements of section 46F.

12.2 The notice must include the following:

- a. whether the provider discharged its obligations to the students in accordance with section 46D;
- b. if the provider arranged alternative courses:
- c. details of the students the provider arranged alternative courses for; and
- d. details of the courses arranged; and
- e. evidence of each student's acceptance of an offer of a place in an alternative course;
- f. if the provider provided refunds:
- g. details of the students the provider provided refunds to;
- h. details of the refund amounts provided.
- i. If RTO does not meet their obligations, affected students may be assisted by the TPS Director.

13. Student Default

13.1 The following steps outline the TPS process in the case of a student default:

13.2 Under section 47B of the ESOS Act, an IHNA must enter into a written agreement with each overseas student or intending overseas student that:

- a. sets out the refund requirements that apply if the student defaults; and
- b. meets any requirements set out in the national code.

13.3 If IHNA fail to enter into an agreement that complies with section 47B it is an offence under section 47F of the ESOS Act and serious penalties apply.

13.4 Registered providers to notify of outcome of discharge of obligations.

13.5 IHNA must give a notice in accordance with this section if an overseas student or intending overseas student defaults in relation to a course provided by the provider at a location.

13.6 Note: The Minister may take action under Division 1 of Part 6 against IHNA has breached this section.

13.7 IHNA must notify the Secretary and the TPS Director within 7 days after the end of the provider obligation period.

13.8 The notice must include the following:

- a. provide a refund under section 47D or 47E;
- b. details of the student the provider provided the refund to;

- c. details of the amount of the refund provided.
- d. the notice must comply with any requirements of a legislative instrument.
- e. Legislative instrument
- f. The Minister may, by legislative instrument, specify requirements for a notice given under this section.

14. Providers' Role in the TPS Placement Processes

14.1 In circumstances where a default occurs, all providers will be given an opportunity to participate in a placement round, as outlined below:

- a. A default has occurred, and the TPS Director has created an active round of the TPS placement process for the affected student.
- b. RTO has been identified as a provider who has an alternative course suitable for affected students.
- c. The TPS Administrator contacts RTO via email to get your consent to offer placement/s to affected students.
- d. If RTO declines the offer, the process concludes for RTO.
- e. If RTO agrees to accept affected students, the details of their course become available to affected students.
- f. Interested students contact RTO and discuss the course and enrolment process with WIT.
- g. RTO creates an offer of placement to the student on the TPS system.
- h. Student completes the enrolment process on the TPS system.
- i. Once a student has a Confirmation of Enrolment (CoE) on the TPS system, RTO will receive payment for the unspent tuition.

15. Responsibility

15.1 The Chief Financial Officer (CFO) is responsible for the implementation of this policy and for ensuring that staff and students are aware of its application and procedures.

SECTION 3

16. Associated Information

Related Internal Documents	<ul style="list-style-type: none"> • Fees Policy • Refund Policy • Re-Crediting FEE-HELP Balance Procedure • VSL Internal Manual
Related Legislation, Standards, and Codes	<ul style="list-style-type: none"> • National Vocational Education and Training Regulator Act 2011 • Standards for Registered Training Organisations (SRTO) 2015 • VET Student Loans Manual for Providers • Tuition Protection Service – VET • VET Student Loans Rules 2016
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SRTO2015 Stds and sub section	Standards of RTOs 2015 - Clause 7.3

17. Change History

Version Control		Version 3.0
Version No.	Date	Brief description of the change, incl version number, changes, who considered, approved, etc.
V.2.0	01/09/2023	Revised and Approved in the meeting
V.3.0	23/07/2024	Updated in new template and logo, moved definitions into the Glossary of Terms.