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## Tuition Protection Service (TPS) Policy

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<b>Issue Date:</b>	<b>Issue History:</b>
January 2015	Policy revised and updated (V1.0)
November 2015	Reviewed and updated - ESOS Act changes take place on the 14 <sup>th</sup> of Dec 2015 (V1.1)
October 2016	Reviewed and supersedes November 2015 document (V1.2)
November 2016	Reviewed and updated formatting errors and added related forms (V1.3)
August 2017	Reviewed and Revised (V1.4) Director of Quality Assurance removed

<b>Policy Title</b>	<b>Tuition Protection Service (TPS) Policy</b>
<b>Purpose</b>	Cambridge International College (WA) Pty Ltd (CIC) as a CRICOS provider delivering VET, Courses to overseas students ensures that the condition for collecting fees in advance, refunding fees and financial management comply with the conditions outlined in the Tuition Protection Service (TPS) Act for CRICOS providers.
<b>Scope</b>	This policy applies to CIC staff and students.
<b>Policy Statement</b>	<p>The Tuition Protection Service (TPS) is an initiative that assists international students whose education providers are unable to fully deliver their course of study. The TPS ensures that international students are able to either:</p> <ul style="list-style-type: none"> <li>❖ complete their studies in another course or with another education provider or</li> <li>❖ Receive a refund of their unspent tuition fees.</li> <li>❖ Contribute annually to the TPS.</li> <li>❖ Have the opportunity to place students who are referred to the TPS in a suitable alternative course.</li> <li>❖ Is under no obligation to accept a student that has sought a placement following another provider's default.</li> </ul> <p>In the unlikely event CIC is unable to deliver a course a student has paid for and does not meet their obligations to either offer an alternative course that a student accepts or pay a refund of unspent prepaid tuition fees (this is called a provider's 'default obligations'), the TPS will assist in finding an alternative course or to get a refund if a suitable alternative is not found. As required by the TPS framework, CIC meets obligations under the ESOS Act 2000 including:</p> <ul style="list-style-type: none"> <li>• CIC will notify the DET Secretary and TPS Director visa PRISMS of a CIC provider default within three (3) business days and notify the students in writing.</li> <li>• CIC is to notify the DET Secretary and TPS Director via PRISMS of a student default within thirty one (31) business days and notify the student in writing</li> <li>• Notify the DET Secretary as soon as practicable after a breach of a prescribed condition of a student visa, even if the student has ceased to be an accepted student of CIC</li> </ul> <p><b>Provider Default</b>  A provider default occurs if:</p> <ul style="list-style-type: none"> <li>❖ CIC 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, the course ceases to be provided to the student at the location; and the student has not withdrawn from the course before the default day.</li> <li>❖ Cancellation of any course which CIC has agreed to deliver to students may be a provider default.</li> <li>❖ CIC must notify the Secretary and the TPS Director of the default within 3 business days of the default occurring via PRISMS. CIC must also notify students in writing.</li> </ul>

CIC has 14 days after the day of the default (the provider obligation period) to satisfy tuition protection obligations to the student as set out in the above section.

If CIC fails to discharge their obligations to the student, it is an offence under the ESOS Act and serious penalties apply.

CIC has 7 days after the end of the obligation period to give a notice to the Secretary and the TPS Director of the outcome of the discharge of CIC's obligations. If CIC does not meet its obligations, affected students may be assisted by the TPS Director.

### **Student Default**

Under the ESOS Act, CIC must enter into a written agreement with each overseas student, or intending overseas student, that sets out the refund requirements that apply if the student defaults; and meets any requirements set out in the National Code.

If CIC fails to enter into an agreement that complies with the ESOS Act, it is an offence and serious penalties apply.

A student defaults 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.
- ❖ A student does not default if there has been a provider default eg. CIC will not provide the course.; or the student withdraws from the course at the location (either before or after the agreed starting day); or CIC 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 eg.
    - Unsatisfactory course progress and/or
    - Unsatisfactory Attendance;
- ❖ Misbehavior by the student (**Note:** the student is entitled to natural justice prior to reporting).

CIC must notify the DET Secretary and the TPS Director via PRISMs of the student default within thirty one (31) business days of the default occurring.

If a student or intending student defaults CIC must provide a refund in accordance with the requirements under the ESOS Act, depending on which section applies to the circumstances of the default situation. CIC must pay the refund (if applicable) within the period (the provider obligation period) of 4 weeks.

CIC has thirty one (31) days after the end of the obligation period to give a notice to the Secretary and the TPS Director of the outcome of the discharge of CIC's obligations.

### **TPS Student Placement:**

Where CIC is requested by the TPS to consider acceptance of students from another provider, the Admissions will be followed in assessment of whether or not to accept the students. If CIC offers a student a place in the course, the student may accept the Written Agreement within 30 days after the end of the provider obligation period unless the period is varied by the TPS Director.

CIC may be given an opportunity to participate in a placement round, as outlined in the Steps below.

- ❖ A default has occurred and the TPS Director has created an active round of TPS placements in process for affected students.
- ❖ CIC is identified as a provider who has an alternative course suitable for affected students.
- ❖ TPS Administrator contacts CIC via email to gain consent in offering placement/s to affected students.
- ❖ If CIC declines the offer the process concludes.
- ❖ If CIC agrees to accept affected students, the details of the CIC course become available to affected students.
- ❖ Interested students contact CIC and discuss the course and enrolment process with CIC.
- ❖ CIC offers a placement to the student on the TPS system.
- ❖ The student completes the enrolment process on the TPS system.
- ❖ Once the student has a Confirmation of Enrolment (CoE) on the TPS system, CIC will receive a payment of the unspent tuition.

### **Record Keeping**

CIC will keep current student records related to academic progress and contact details. The purpose of this measure is to:

- Make it easier to contact students affected by a CIC closure and to facilitate timely and accurate placement in an alternative course.
- Ensure students are kept informed of course progress and to support the timely identification of an intervention by the provider where a
- student is not making good course progress and
- Improve CIC business practice through effective student information systems.

CIC will systematically ensure that students update their contact details at least every study period (not including study breaks) to include address, mobile phone, personal emails etc.

CIC keeps and maintains up to date academic records as required by the academic policies and procedures.

### **Pre-paid course fees**

CIC will not require more than 50% of the students' total fee for a course before the student has begun the course, except in the case of short courses of 25 weeks or less. CIC will retain evidence in the form of the Written Agreement; the Written Agreement will also include a statement that says, a student can pay full fees if they wish to, but they are not required to pay more than 50% up front. The Written Agreement sets out course details and an itemised list of course fees the student has to pay including tuition fees, and refund arrangements.

### **Obligations related to the designated account**

- CIC will maintain a designated account as follows:
- Identified as "the designated account" for initial prepaid tuition fees until a student commences studies can a be normal bank account that allows deposits and withdrawals With an Australian ADI
- Must be separate from the day-to-day operating account
- Designated as the initial prepaid fees account
- CIC will ensure that at all times there is sufficient amount in the account to repay all tuition fees of non-commenced students
- Not available for the payment of other debts



<b>Related Policy and Procedure:</b>	Fees and Charges Policy and Procedure Refund Policy and Procedure Admission Policy and Procedures Academic Progress Policy and Procedures
<b>Related Forms</b>	Refund Form
<b>Policy Owner and Delegated Authority:</b>	Financial Controller / Finance Department
<b>Approved by:</b>	MD/PEO
<b>Approved Date:</b>	<i>Revised:</i> January 2015 (ESOS Act changes effective 14 December 2015)
<b>Definition (if any)</b>	
<b>TPS</b>	The Tuition Protection Service (TPS) is an initiative that assists international students whose education providers are unable to fully deliver their course of study.
<b>DET</b>	Commonwealth Department of Education and Training
<b>PRISMS</b>	Provider Registration and International Student Management System
<b>Provider Default</b>	Provider default occurs if: CIC 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, the course ceases to be provided to the student at the location; and the student has not withdrawn from the course before the default day.
<b>Student Default</b>	A student defaults 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. A student does not default if there has been a provider defaults eg. CIC will not provide the course.; or the student withdraws from the course at the location (either before or after the agreed starting day); or CIC refuses to provide, or continue providing, the course to the student at the location because of one or more of the following: <ul style="list-style-type: none"> <li>o the student failed to pay an amount payable to the provider for the course;</li> <li>o the student breached a condition of his/her student visa eg. Unsatisfactory course progress;</li> <li>o misbehaviour by the student (<b>Note:</b> the student is entitled to natural justice prior to reporting).</li> </ul>

This document supersedes the November 2015 version of this document.