POLICY and PROCEDURE C3.0

VET STUDENT LOAN TUITION PROTECTION

1.0 INTRODUCTION

1.1 Context

The Australian Institute of Management Education and Training (AIM) is a Registered Training Organisation (AIM VET 0049) and an approved VET Student Loans (VSL) provider, offering nationally recognised courses and courses on the Commonwealth Government VET Student Loans Approved Courses List, published in the VET Student Loans (Courses and Loans Caps) Determination.

1.2 Purpose

The purpose of this procedure is to provide information on the arrangements for tuition assurance that are available for students enrolled in approved VET Student Loan (VSL) courses at AIM.

1.3 Scope

This procedure applies to:

- AIM students accessing VSL at AIM for approved VSL courses.
- AIM staff.

2.0 RESPONSIBILITIES

All those referred to under the Scope of this policy are responsible for complying with the terms of the policy.

3.0 POLICY

1. Under the VET Student Loans Act 2016 and VET Student Loans Rules 2016, AIM must comply with the Department of Education VET Tuition Assurance requirements.

2. VSL Students at AIM are protected under the Australian Government Tuition Protection Service (TPS).

3. AIM complies with the requirements of the TPS and ensures ongoing compliance.

4. In the event of Provider Default, AIM and/or the TPS will assist affected VSL students to:

   a. continue their studies with a replacement provider in an equivalent or similar course; or

    b. if a suitable replacement course is not available, receive a loan re-credit for parts of the course they were unable to complete because of Provider Default.

5. AIM will notify and work closely with the TPS and affected VSL students in the event of Provider Default to ensure any impact is minimised.

6. Affected VSL students may be offered a replacement course by AIM where it meets the following requirements:

    a. the course must lead to the same or comparable award/qualification as the original course.
    b. the mode of delivery of the replacement course must be the same as or, with the student's consent,
    c. similar to the mode of delivery for the original course
    d. the location where the replacement course is primarily delivered must be reasonable, having regard.
    e. to the cost of, and the time required for, a student's travel.
    f. 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.

7. Where AIM is unable to offer a suitable replacement course to an affected VSL student, the student may apply for a re-credit of their VSL debt following the process outlined in the AIM Withdrawal and Recredit Policy and AIM Refund Policy.

8. AIM will accept the enrolment of students as a replacement provider where a suitable replacement course is available.

9. AIM will retain student records in line with its obligations under the *Standards for RTOs 2015*.

10. Complaints relating to AIM's application of this policy and procedure will be handled in line with the AIM Complaints Policy and Procedure.

4.0 PROCEDURE

A. Information and Communication in the Event of Provider Default

Notice to The Tuition Protection Service (TPS)
1. The Executive Director AIM is responsible for providing notice to the TPS within 24 hours in the event of Provider Default.
2. The Executive Director AIM is responsible for notifying the TPS as soon as practicable if AIM intends to cease delivering a VET Student Loan-approved course after it has commenced but before VSL students have completed.

Notice to Affected VSL Students

1. Where AIM intends to cease delivering a VET Student Loan approved course and where the course has students enrolled, the Executive Director AIM and the Head of Academic Delivery, VET will consider the impact on enrolled students and determine a teach-out period(s) accordingly.

2. The Executive Director AIM will ensure that affected students are notified within 24 hours via email and offered the option to enrol in a replacement course at AIM if available, or at a replacement provider, or apply for a remission of their VSL debt, if applicable.

3. The AIM Marketing Team will ensure that updates to the AIM website reflecting that a course is no longer being delivered and provision of tuition assurance information are made as soon as practicable.

B. Course and Tuition Assurance

1. AIM and/or the TPS will work with affected students to identify a replacement course with minimal disruption to their studies and arrange for students to be placed with an alternative, suitable provider.

2. 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. A student who accepts the replacement course offered will not be required to pay the alternative 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. The student 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 AIM.

3. If an affected student is unable to find a suitable replacement course, the student can apply to AIM for a re-credit of their VSL debt for the affected parts of the original course. Alternatively, the student may nominate the TPS to make the application on the student's behalf.

C. Replacement Provider

1. The Executive Director AIM will correspond with the Department of Education for any incoming requests for AIM to act as a replacement course provider and will provide information on the relevant course(s) and its capacity to enrol and deliver training to displaced students.

2. Where individual students contact AIM directly seeking a replacement course, the AIM Student Support team will collect initial information from the student and refer the case to the Executive Director AIM. The Executive Director AIM will review the case, liaise with the TPS where required and approve whether AIM can act as a replacement provider.

3. The AIM student support team will notify the student and advise them to proceed through AIM's enrolment process.

D. **Record Keeping**

1. Requests and provision of Student records in relation to this policy and procedure must be authorised by the Executive Director AIM.

4.0 DEFINITIONS

Census Date	A published date, set by AIM, no earlier than 20% of the way through a Unit of Study. The Census date is the date by which a student can withdraw without financial or academic penalty.
Unit of Study	Specified cluster of Units of Competency as outlined in the Schedule of Fees for approved VSL courses.
Provider Default	AIM ceases delivering a VSL student's course or does not commence a course.
VET Student Loans	The VET Student Loans program is an Australian Government loan program that helps eligible students pay tuition fees for approved courses at diploma level or above, at approved course providers.

5.0 REFERENCES AND ASSOCIATED INFORMATION

- AIM Complaints Policy
- AIM Enrolment VSL
- AIM Statement of Tuition Assurance
- AIM Terms and Conditions
- AIM VSL: Student Fees and Payment Policy
- AIM Withdrawal, Deferral, Extension, Transfer and Refund Policy and Procedure
- Standards for RTOs 2015
- VET Student Loans Act 2016
- VET Student Loans Rules 2016

6.0 POLICY OWNERSHIP

Policy Owner	Executive Director AIM
Status	New
Approval Authority	Chief Executive Officer
Date of Approval	4 October 2023
Effective Date	5 October 2023
Implementation Owner	Head of Academic Delivery

Maintenance Owner	VET Compliance and Operations Manager
Review Due	30 September 2025
Content Enquiries	Sandy Jagdev Email: sandy.jagdev@aim.com.au

7.0 AMENDMENTS

Version	Amendment Approval (Date)	Amendment Made By (Position)	Amendment Details
C3.0	4 October 2023	VET Compliance and Operations Manager	New Policy and Procedure