



| | |
|--------------------------------|--------------------|
| Document Type | Policy |
| Administering Entity | Board of Directors |
| Latest Approval/Amendment Date | September 30, 2020 |
| Last Approval/Amendment Date | - |
| Approval Authority | Board of Directors |
| Indicative time of Review | September 30, 2023 |

1. Purpose

This Policy outlines how tuition protection will be arranged for continuing students at Analytics Institute of Australia, to ensure they can access a suitable alternative course or have their tuition fees refunded if AIA cannot provide the course for which a student has paid.

2. Scope

This Policy applies to all continuing students enrolled in AIA courses, including non-award courses.

3. Principles

Tuition protection arrangements

If Analytics Institute of Australia ceases to provide a course of study in which a student is enrolled the student is entitled to a choice of:

- an offer of a place in a similar course of study with a Second Provider without any requirement to pay the Second Provider any tuition fee for any replacement units (this is the **Course Assurance Option**).

OR

- a refund of their up-front payments for any unit of study that the student commences but does not complete because Analytics Institute of Australia ceases to provide the course of study of which the unit forms part (the **Tuition Fee Repayment Option**).

Course Assurance Option

- For the Course Assurance Option, AIA a pgh about the Course Assurance Agreements to say that we will ensure these are in place within 6 months of Registration and that in the first instance we will be approaching those institutions with whose courses we have mapped for the purposes of student transfer of enrolment in case of AIA Course Discontinuation. will establish Deed/s of Course Assurance with the Second Provider/s listed below:



- b. A student who accepts the replacement course offered will not be required to pay the second 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.
- c. 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 the course provider.
- d. A student is not obliged to enroll in a replacement course of study with a Second Provider under the Course Assurance Option. However, if they enroll with any other provider there is no obligation on that provider to offer full credit transfer for the units of study completed with AIA or to offer a replacement/s unit free of charge.

Tuition Fee Repayment Option

- a. In circumstances where Analytics Institute of Australia defaults on delivery of a course or unit and an alternative provider cannot be found for a student, a full refund of any up-front payments for any unit of study that the student commences but does not complete will be paid.
- b. Refunds are conditional upon the funds for the refund being available:
 - electronic funds transfers must have cleared and been received
 - debts to the Institute must have been paid, and
 - the Institute must have cancelled the course or unit, or be unable to deliver the course or unit
- c. Fee refunds will be made in accordance with the AIA Fees and Charges policy.

Tuition Protection Service

- a. As a provider on the register of institutions and courses for overseas students (CRICOS), AIA will comply with the requirements and procedures of the Commonwealth Government's Tuition Protection Service (TPS).
- b. In the event that AIA is unable to deliver a course and does not meet its obligations to either offer international students an alternative course that they accept or pay a refund of any unspent prepaid tuition fees, the TPS will assist students in finding an alternative course or to get a refund if a suitable alternative is not found.

HELP Tuition Protection

Students eligible for FEE-HELP are covered by the HELP Tuition Protection arrangements in the Higher Education Support Act 2003 (as amended). Under these arrangements, the HELP Tuition Protection Director will assist affected students to find replacement courses. If the Director is not satisfied that there is a suitable replacement course for an affected student, or if the student elects re-crediting, the student's HELP balance will be re-credited.

Disbursement of prepaid fees

- a. Any pre-paid fees for students commencing their respective course will be held in a prepaid fees account maintained with an authorised Australian bank.

Procedure for affected students

- a. AIA will notify affected students in writing that a course of study is no longer provided within 24 hours after AIA ceases to provide the course.
- b. If any affected students are eligible for FEE-HELP, AIA will also notify the HELP Tuition Protection Director.
- c. As soon as practicable, AIA 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.
- d. To enact the Course Assurance Option, the relevant Second Provider(s) will send affected students a Written Tuition Assurance Offer (the Offer) advising the student of the options available under the tuition assurance arrangements. The Offer will include directions that the student must follow in order to notify the relevant Second Provider(s) of the choice they have made for each affected unit. The relevant Second Provider(s) will provide this offer within 20 business days of AIA notification of course closure.
- e. Affected students may choose either the Course Assurance Option, or apply to AIA for a refund
- f. 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 where the replacement course is primarily delivered 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.
- g. 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.
- h. Each affected student will have a period of six (6) months in which to accept the replacement course offer.

4. Responsibility

The Chief Operating Officer is responsible for maintenance and implementation of this Policy

5. Legislation and Associated Documents

The following Standards in the Higher Education Standards Framework are relevant to this Policy: 1.1.2a-c, 2.4.2, 6.2.i, 7.2.4

Relevant legislation is

- Higher Education Support Act 2003 and Higher Education Provider Guidelines
- Education Services for Overseas Students Act 2000 and the National Code of Conduct

6. Supporting Information

The following AIA Policies and Procedures are relevant to this Policy

- AIA Schedule of Fees and Charges
- Enrolment Policy and Procedure
- Provider Transfer Policy
- Student Grievance and Resolution Policy and Procedures
- Tuition Assurance Statement
- Course Discontinuation Policy
- Fees and Charges Policy
- International Students Policy
- Provider Transfer Policy