

LATROBE COLLEGE OF ART AND DESIGN

STATEMENT OF VET TUITION ASSURANCE FOR VET STUDENT LOAN (VSL) PROVIDERS PP

VET Student Loans Rules 2016 and VET Student Loans Act 2016

1. Tuition assurance protects students in the event a course provided by an approved VSL provider ceases to be provided after it starts but before it is completed. Affected students are offered a replacement course with another provider and where this is not possible, the students' FEE-HELP balance for the affected part of the course will be re-credited.
2. As an approved provider under the VET Student Loans Act 2016, La Trobe International Galleries Pty Ltd trading as Latrobe College of Art and Design (LCAD) ABN :65 068 683 214 ACN: 068 683 214 has an approved exemption in place to not have an approved tuition assurance cover in place for VSL students.
3. From 1 January 2018 until the arrangement expires on January 1st, 2020, LCAD is exempted from the requirement to have an approved tuition assurance arrangement. LCAD is required to comply with interim arrangements which ensure similar tuition assurance protection is provided to students. If the Department of Education, Employment and Workplace Relations (DEWR) is unable to complete its approved tuition assurance arrangement by January 2020 the above arrangement will continue until LCAD is advised differently. Until this time, DEWR will automatically cover assurance for VSL students.
4. If any changes occur to DESSFB's arrangements outlined below, LCAD will revise its S11 Statement of Vet Tuition Assurance policy listed on the college's website at <https://www.lcad.edu.au/policies-and-information>.

What happens if LCAD ceases to provide a course after it starts but before it is completed?

INFORMATION FOR AFFECTED STUDENTS

5. LCAD will notify affected students in writing that an approved course is no longer provided within 2 business days after LCAD ceases to provide the course after it starts but before it is completed.
6. As soon as practicable, LCAD will also update its website at <https://www.lcad.edu.au/policies-and-information> to reflect that the course is no longer being delivered and to give students information about the tuition assurance arrangements.

REPLACEMENT COURSES

7. Department of Education, Employment and Workplace Relations (DEWR) will work with affected students to identify a replacement course and arrange for students to be placed with replacement providers.
8. 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 of the replacement course must be reasonable, having regard to the costs of, and the time required for, a student's travel; and VSL statement of tuition assurance
 - 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.
9. 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.
10. A student who accepts the replacement course offered will not be required to pay the replacement 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.
11. A student who accepts the replacement course offered 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 LCAD or an authorised issuing organisation in accordance with the Australian Qualifications Framework; or
 - a copy of an authenticated VET transcript issued by the Student Identifiers registrar.

12. Each affected student will have a period of six (6) months in which to accept the replacement course offer. DET may extend that period in circumstances that justify an extension.

13. If an affected student enrolls in a course that is not a replacement course, the student may be required to pay additional tuition fees and might not receive the course credits the student would have received if the student had enrolled in a replacement course.

RE-CREDITING OF STUDENTS' FEE-HELP BALANCES

14. Where there is no suitable replacement course for a student, LCAD will re-credit the student's FEE-HELP balance for the affected parts of the original course. The amount re-credited will be equal to the amount of VET student loan used to pay tuition fees for the student for the course, or parts of the course, that has not been used.

See S11.5 VSL Re-Crediting Fee Help Balance PP

PREPAID FEES

15. Prepaid tuition fees payable by domestic students to LCAD up to \$1500, are not considered advance payments and are not recoverable. Any prepaid fees over \$1500 are considered recoverable.

16. LCAD does not take tuition fees from full fee or VSL enrolled students over \$1500.

17. If LCAD chooses to charge or accept fees over \$1500 it must have an approved tuition assurance arrangement in place such as ACPET's ASTAS – VET (Australian Tuition Assurance Scheme – VET) or a guarantee with a bank.

18. International students can pay up to 50% of their tuition fees at one time, or more if they elect to do so. LCAD pays a membership/ student enrolment fee to the Department of Education, Employment and Workplace Relations (DEWR) Tuition Protection Scheme (TPS) as assurance cover if the college closes unexpectedly. No other or extra assurance cover is required with this arrangement if LCAD does not charge for more than \$1500 for domestic students.

19. For tuition fees paid up-front below \$1500, students should be aware that there is no formal protection in place and students will be responsible to seek a refund for these fees directly from Latrobe College of Art & Design (LCAD) if Latrobe College of Art & Design (LCAD) fails to provide the agreed services. Latrobe College of Art & Design (LCAD) has in place Tuition Fees and Refund Policy. If the provider is under external administration, this may require the student submitting a proof of debt with the external administrator.

RECORD KEEPING

LCAD has a comprehensive recording keeping system that is backed up digitally. LCAD will retain all student documentation for a minimum of 5 years. Students are urged to retain assessments, records of competencies or statements of attainment that they receive from LCAD.

PUBLICATION

The *Statement of VET Tuition Assurance* will be made public to VET students on the Latrobe College of Art and Design (LCAD)'s website at <https://www.lcad.edu.au/policies-and-information> Latrobe College of Art and Design (LCAD) will also advise VET students about where the *Statement of VET Tuition Assurance* may be obtained from as part of their enrolment information.