



## Tuition Protection Policy and Procedure – Higher Education

### 1. Scope

This Policy and Procedure applies to Holmes Institute (Holmes) international students, eligible domestic students accessing a FEE-HELP loan, and domestic up-front fee-paying students to apply for and enrolled in the higher education courses, where Holmes is unable to fully deliver their course of study, and all staff who deal with student tuition fees in the situation of provider default.

### 2. Purpose

The purpose of this Policy and Procedure is to ensure that Holmes provides protection to these students through compliance with its obligations:

- Education Services for Overseas Students (ESOS) Act 2000
- Higher Education Support Act (HESA) 2003

### 3. Definitions

3.1 **Provider Default** A provider default occurs if either of the following occurs:

- a) The provider fails to start to provide the course to the student at the location on the agreed starting day; or
- b) The course ceases to be provided to the student at the location at any time after it starts but before it is completed.

3.2 **Student Default** A student default occurs if:

- a) The course starts at the location on the agreed starting date, but the student does not start the course on that day and has not previously withdrawn;
- b) The student withdraws from the course at the location (either before or after the agreed starting day); or
- c) Holmes refuses to provide, or continue providing, the course to the student at the location due to student misconduct, non-payment of tuition fees or non-commencement or non-reenrolment in a compulsory study period as described in Holmes' Deferring, Suspending and Cancelling Domestic Student's Enrolment Policy and Procedures.

3.3 **ESOS Act** References in this Policy and Procedure to the ESOS Act include reference to all elements of the ESOS legislative framework which include:

- a) Education Services for Overseas Students Act (2000);
- b) Education Services for Overseas Students Regulations 2019;
- c) Education Services for Overseas Students (Registration Charges) Act 1997;

and

- d) National Code of Practice for Providers of Education and Training to Overseas Students 2018.

3.4 **ESOS Agencies** refer to the Tertiary Education Quality and Standards Agency (TEQSA) and the Secretary of the Department of Education, Skills and Employment (DESE).

3.5 **Tuition Protection Service (TPS)** The TPS is an initiative of the Australian Government to assist international students and eligible domestic students accessing a VET Student Loan (VSL), FEE-HELP or HECS-HELP (HELP) loan, whose education providers are unable to fully deliver their course of study. The TPS ensures that these students are able to either:

- a) Complete their studies in another course or with another education provider; or
- b) Receive a refund of their unspent tuition fees (international students and domestic up-front fee-paying students) or a re-credit of their FEE-HELP loan.

#### **4. Policy Principles**

4.1 Holmes recognises that it has a moral and statutory obligation to protect its students against the consequences of provider default and to deal appropriately with a student default. To fulfil Holmes' obligations under the TPS obligations Holmes will:

- a) Ensure that all applicable fees and levies are paid to the TPS in a timely manner;
- b) Ensure that any request for information from the TPS Director under the relevant legislative Act is supplied in a timely manner;
- c) Provide the opportunity to place students who are referred to the TPS in a suitable alternative course within Holmes;
- d) Consider acceptance of students from another registered provider if requested to do so by the TPS Director or ESOS Agency, with the understanding that Holmes is under no obligations to accept those students and that any acceptance will be made in accordance with Holmes Admission Requirements Policy and Procedures and Advanced Standing Policy and Procedures; and
- e) Ensure that Holmes maintains current and accurate student records, particularly in relation to student contact details and course progress.

4.2 In the event of provider default, Holmes will notify TPS Director, ESOS Agency and student of the default and intended actions as described in the Procedure of this document.

4.3 For pre-paid Course Fees Holmes will:

- a) Not require more than 50% of the student's total course fee before the student has begun the course;
- b) Retain evidence in the form of a written agreement which will contain a statement that, "Students may pay more than 50% of the total course fee

if they wish”; and

- c) Provide the student the Letter of Offer and Acceptance which sets out the course details and an itemised list of course fees and refund arrangements.

4.4 Holmes will maintain a designated bank account which is:

- a) Identified as the “designated account” for prepaid tuition fees until a student commences studies;
- b) A normal bank account that allows deposits and withdrawals with a licensed Australian banking company;
- c) Separate from Holmes day-to-day operating bank accounts used for its normal course of business;
- d) Holding a constant balance equal to, or exceeding, an amount sufficient to repay all prepaid tuition fees of students who have not yet commenced a course of study; and
- e) Not available for the payment of other debts or obligations.

## 5. Procedure Principles

### TPS Fees and Levies

5.1 Holmes will pay the TPS levy for a calendar year to the TPS Director by the date stated in the notice issued by the TPS Director.

5.2 Holmes will ensure the Principal Executive Officer (PEO) and the business email contact details listed in PRISMS are up to date.

### Provider Default

#### International students

5.3 Holmes will notify the ESOS agency and the TPS Director of the default in writing within three (3) business days of the default occurring. The notice will include:

- a) The circumstances of the default;
- b) The details of the students in relation to whom Holmes has defaulted
- c) Advice as to whether Holmes intends to discharge its obligations to those students, and (if appropriate) how Holmes intends to discharge those obligations.

5.4 Holmes will assess the provider default and establish whether there are other options within its scope of registration that a student could change to or if that is not possible, make arrangements with another provider to offer a place to a student. If making arrangements with another provider, Holmes will:

- a. Negotiate the suitability of the arrangement with another provider,
- b. Ensure that sufficient information is available to inform the student about the alternative arrangement, and
- c. Work with the alternative provider to enable the student to transfer in a timely manner.

5.5 Holmes will notify all students impacted by the provider default in writing within fourteen (14) days and may:

- a. Arrange for a place with an alternative provider and the student may accept the offer in writing; or

- b. Provide a refund of any unspent tuition fees to the student in accordance with the Refund Policies.
- 5.6 Holmes will give a notice to the ESOS agency and the TPS Director of the outcome of the discharge within seven (7) business days after the end of the obligation period of Holmes' obligations including providing evidence of:
- a) Arrangements made for the students including:
    - i. Details of the students for whom Holmes has arranged alternative courses;
    - ii. Details of the courses arranged; and
    - iii. Evidence of each student's acceptance of an offer of a place in an alternative course; or
  - b) Refunds paid to the students and:
    - i. Details of the students to whom Holmes provided refunds; and
    - ii. Details of the amounts of the refunds provided.

*FEE-HELP students and domestic up-front paying students*

- 5.7 Holmes will notify the HELP Tuition Protection Director of the circumstances of the default within 24 hours of default. The notice will include:
- a) The number of students in relation to whom Holmes has defaulted;
  - b) Advice about whether Holmes intends to teach units of study so that students are able to complete the units, or provide a refund to those students and if so, how Holmes intends to teach the units and/or refund the students
- 5.8 Holmes will notify the impacted students in writing within 24 hours of default that:
- a) Holmes has defaulted;
  - b) The name of the course of study affected by the default;
  - c) The day the course of study ceased to be provided;
  - d) A copy of the affected student's transcript for units of study already completed; and
  - e) Details of where to get information from the Australian Government Department of Education about tuition protection.
- 5.9 Within three (3) business days of defaulting Holmes will give written notice to the TPS Director specifying:
- a) Information in relation to each student to whom Holmes has defaulted including:
    - i. The student's full names and contact details;
    - ii. The units of study and the course of study that the student was enrolled in at the time of the default;
    - iii. The amount of the tuition fees for each unit of study that the student was enrolled in at the time of the default;
    - iv. Details about the payment of those tuition fees; and
  - b) Any other matters prescribed by the Higher Education provider Guidelines 2012 for affected HELP students or the Tuition Protection (Up-front Payments Guidelines) 2020 for affected domestic up-front fee-

paying students.

- 5.10 Holmes must also provide the TPS Director with a copy of a student's record of results for the units of study that the student has completed if it is requested by the Director.
- 5.11 Holmes will discharge its obligation to the students within fourteen (14) days of defaulting when either:
- a) Arrange for the students to be offered a place in a suitable replacement unit or replacement course and students accept the offer in writing; or
  - b) Holmes re-credits the student's HELP balance, and repays the relevant HELP loan amount to the Commonwealth; or
  - c) Holmes provides a refund.
- 5.12 Holmes will give written notice to the TPS Director within seven (7) business days of the end of the provider obligation period:
- a) Whether Holmes has discharged its obligations to the students in for the impacted domestic up-front fee-paying students;
  - b) If Holmes has arranged a suitable replacement unit or replacement course(s) for the students:
    - i. Details of the student;
    - ii. Details of the replacement unit or the replacement course; and
    - iii. Evidence of the student's acceptance of an offer of a place in the replacement unit or replacement course; or
  - c) If Holmes has re-credited the students' HELP balance and repaid the Commonwealth for the impacted students:
    - i. Details of the student; and
    - ii. Details of the amount re-credited and the amount repaid.

### **Student Default**

- 5.13 In the case of student default, Holmes will give notice via PRISMS within 31 days to the ESOS Agency and TPS Director of:
- a) The prescribed information about an accepted student who does not begin their course when expected;
  - b) Any termination of an accepted student's studies (whether as a result of action by the student or the provider or otherwise) before the student's course is completed;
  - c) Any change in the identity or duration of an accepted student's course; and
  - d) Any breach by an accepted student of a prescribed condition of a student visa as soon as practicable after the breach occurs even if the student has ceased to be an accepted student.

### **Holmes as a Replacement Provider**

- 5.14 When Holmes is requested by the TPS Director to consider acceptance of students from another provider, the Holmes' Admission Requirements Policy and Procedure and the Advanced Standing Policy and Procedure will be followed in assessment of whether or not to accept the students.

- 5.15 If Holmes offers a student a place in the course, the student may return the signed Letter of Offer and Acceptance within 30 days after the end of the provider obligation period unless the period is varied by the TPS Director.
- 5.16 If a student accepts an offer of a place in a replacement course, Holmes shall give written notice of the acceptance to the TPS Director within fourteen (14) business days of the student's acceptance of the offer.

## 6. Complaints and Appeals

- 6.1 Students unsatisfied with the outcome of any decision made by Holmes in relation to this Policy are encouraged to discuss the matter with Holmes to seek resolution.
- 6.2 If still dissatisfied, the student may seek resolution under Holmes' Complaints and Appeals Policy and Procedures.

## 7. Responsibilities

- 7.1 The Chief Operating Officer and the Director of Quality and Risk are accountable for the ongoing development, implementation, communication and effectiveness of this Policy and the supporting processes and documentation.
- 7.2 The FEE-HELP Team and Refund Team are responsible for ensuring that all team members are aware of this Policy and their responsibilities defined herein.
- 7.3 The Chief Financial Officer and the Chief Executive Officer are responsible for maintaining the Designated Account.

## Version Control and Accountable Officers

It is the joint responsibility of the Implementation Officer and Responsible Officer to ensure compliance with this policy.

<b>Responsible Officer</b>	Chief Operating Officer
<b>Implementation Officer</b>	Manager of Governance and Compliance
<b>Last Approval</b>	January 2023
<b>Review Date</b>	January 2026
<b>Approved by</b>	
Governing Council	
<b>Associated Documents</b>	
Admission Requirements Policy and Procedures Advanced Standing Policy and Procedures – Higher Education Complaints and Appeals Policy and Procedure Deferring, Suspending and Cancelling Domestic Student's Enrolment Policy and Procedure Discontinuation and Teach-out Policy and Procedure Privacy Policy and Procedure Refund Policy	

Re-crediting HELP Balance Policy – Eligible FEE-HELP Higher Education Students Refund Policy and Procedure – Eligible FEE-HELP Higher Education Students Student Deferral, Suspension and Cancellation Policy and Procedure			
Version	Brief Description of the changes	Date Approved	Effective Date
1.0	To implement a Discontinuation and Teach-out Policy and Procedure	6 December 2019	6 December 2019
2.0	<ul style="list-style-type: none"> <li>• The policy was largely rewritten by including the domestic up-front fee paying students and FEE-HELP students;</li> <li>• Detailed procedures were added in the document; and</li> <li>• Associated documents were added following the development of new policies on FEE-HELP</li> </ul>		
2.1	<ul style="list-style-type: none"> <li>• Removal of reference to ASQA in 3.4 ESOS Agencies</li> </ul>	4 January 2023	4 January 2023