



# Hartwig Air Policy

59 Anderson Drive, Parafield SA 5109  
Telephone: 08 8258 4244  
Email: admin@hartwigair.com.au  
www.hartwigair.com.au

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## Statement of Vet Tuition Assurance Policy

### PURPOSE

This document is derived from the following regulations and sources

- VET Student Loans Act 2016
- VET Student Loans Rules 2016
- Higher Education Support Act 2003
- Higher Education Support (VET) Guidelines 2015

### REQUIREMENTS OF RTO STANDARDS

Schedule 6

### REQUIREMENTS

The RTO addresses learner fee protection by implementing one or more of the following arrangements:

1. The RTO holds an unconditional financial guarantee from a bank operating in Australia where:
  - a) The guarantee is for an amount no less than the total amount of prepaid fees held by the RTO in excess of the threshold prepaid fee amount for each learner for services to be provided by the RTO to those learners; and
  - b) All establishment and ongoing maintenance costs for the bank guarantee are met by the RTO.

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RTO NUMBER 4439 CRICOS NUMBER 02845E ABN 87 132 770 480



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2. The RTO holds current membership of a Tuition Assurance Scheme approved by its VET Regulator which, if the RTO is unable to provide services for which the learner has prepaid, must ensure:

- a) The learner will be placed into an equivalent course such that:
  - The new location is geographically close to where the learner had been enrolled; and
  - The learner receives the full services for which they have prepaid at no additional cost to the learner; or
- b) If an equivalent course cannot be found, the learner is paid a refund of any prepaid fees for services yet to be delivered above the threshold prepaid fee amount.

## **REQUIREMENT OF VET STUDENT LOANS ACT 2016 and VET STUDENT LOAN RULES 2016**

### **VET Student Loans Rules 2016 Section 102 Content of statement – Provider other than assurance exempt provider**

For the purposes of paragraph 101(1)(a), the statement published by the provider must explain the approved tuition assurance arrangements the provider has in place for students enrolled in approved courses.

The statement must include the name and contact details of the tuition assurance scheme operator or operators with whom the provider has approved tuition assurance arrangements.

The statement must explain the following:

- (a) If the provider ceases to provide an approved course before it is completed, a tuition assurance scheme operator will offer affected students a replacement course;
- (b) The requirements that a course must meet under the relevant tuition assurance arrangement to be offered as a replacement course;
- (c) A student may seek review of a decision about whether or not a course is a replacement course that meets those requirements;
- (d) A student who accepts the offer of a replacement course:
  - Will not be required to pay the replacement provider for the replacement components of the replacement course; and
  - Will receive course credits for parts of the original course successfully completed by the student;
- (e) The tuition fees for remainder of the replacement course may be different from the fees payable for the original course;

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- (f) The student will have a period of 6 months in which to accept the offer;
- (g) The tuition assurance scheme operator concerned may extend that period of 6 months in circumstances that justify an extension;
- (h) If there is no suitable replacement course for a student, the student's FEE-HELP balance will be re-credited for the affected parts of the original course;
- (i) If a 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.

## POLICY

### **Requirements for protecting fees prepaid by individual Students or learners, or prospective students or learners, for services.**

Hartwig Air ABN: 87 132 770 480 ACN: 132 770 480 (the First Provider)

must comply with the VET Tuition Assurance requirements. This is to protect students in the event we cease to provide a VET course of study in which a student is enrolled.

The terminology 'ceasing to provide a VET course of study' is defined in the Higher Education Support (VET) Guideline 2015, which are available from <https://www.legislation.gov.au/Details/F2015L02124>.

These requirements are covered under Schedule 1A to the Higher Education Support Act 2003 (the Act) and Standard 7.3 and Schedule 6 of the Registered Training Organisation (RTO's) Standards 2015.

Note: These requirements do not override obligations and requirements of the Education Services for Overseas Students Act 2000 (Cth).

Hartwig Air addresses Student fee protection by implementing the following arrangements.

Hartwig Air holds current membership of a Tuition Assurance Scheme through ACPET's Australian Students Tuition Assistance Scheme (ASTAS) which is the largest and most effective tuition assistance scheme in Australia. This scheme is approved by the Secretary of the Department of Education and Training

In the event Hartwig Air ceases to provide a VET Student loans course of study in which a student is enrolled and has prepaid, the student will be placed into an equivalent course such that:

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- an offer of a place in a similar VET course of study with a second provider. The new location should geographically be close to where the Student had been enrolled, and the Student receives the full services for which they have prepaid at no additional cost to them or

OR

- if an equivalent course cannot be found, the Student is paid a refund of any prepaid fees for services yet to be delivered above the threshold prepaid fee amount. A refund of the student's up-front VET tuition fee payments and/or a re-crediting of any VET Student loan balance for any VET unit of study in which the student is enrolled or commences but does not complete because we cease to provide the VET course of study of which the unit forms.

## PROCEDURE

If Hartwig Air ceases to provide a VET course of study, the tuition assurance scheme Administrator will send a student enrolled in the VET course of study a written VET Tuition Assurance Offer (the Offer) advising the student of the options available under the VET tuition assurance requirements. The offer will include directions that the student must follow in order to notify the tuition assurance scheme administrator of the choice they have made for each affected VET unit. The tuition assurance scheme administrator will provide this offer within twenty business days after it knows or should know by reasonable enquiries that we have ceased to provide the VET course of study.

For the purposes of VET Student loans, all courses offered by Hartwig Air, in accordance with the course requirements of clause 45 of Schedule 1A to the Act, are covered by the Scheme as part of its membership of the Scheme.

A student may choose either:

- The VET Course Assurance Option
- The VET Tuition Fee Repayment Option

**These options are explained below.**

### **The VET Course Assurance Option**

- a) Under the VET course assurance option, a student will be offered a place in a similar VET course of study by the tuition assurance scheme administrator. If the student accepts this option, the tuition assurance scheme Administrator will make all necessary arrangements to ensure the student is able to enroll with the second provider in a similar VET course of study. This offered VET course will lead to the same or a comparable qualification without any requirement on the part of the student to pay the second provider any tuition fee for any replacement VET units (that is, units that the student had commenced but not completed because the VET course ceased to be offered). A student will receive full credit from the second provider for any VET units of study successfully completed with the first provider.

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- b) The second provider nominated by the tuition assurance scheme administrator may have different tuition fees to the fees the student would have paid for VET units of study that were part of the VET course of study we ceased to provide but which the student had not yet started studying.
- c) A student is not obliged to enroll in a VET course of study with a second provider offered by the tuition assurance scheme administrator under the VET Course Assurance Option. However, if the student enrolls with any other VET provider there is no obligation on that VET provider to offer full Statement of VET Tuition Assurance Hartwig Air Page | 3 credit transfer for the VET units of study completed with the first provider or to offer replacement VET unit/s free of charge.

## The VET Tuition Fee Repayment Option

- a) Under the VET Tuition Fee Repayment Option, the TUITION ASSURANCE SCHEME Administrator undertakes to pay the student the total of any up-front payments already paid by the student for any VET units of study the student has commenced but not completed because the VET course ceased to be offered. Students selecting this option will also have their VET Student loan balance re-credited for the uncompleted VET units. Publication.

The method this Statement of VET Tuition Assurance will be made public to students will be on our website at <http://www.hartwigair.com.au>.

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