

## STATEMENT OF TUITION ASSURANCE

- 1 The Health Education and Training Institute (HETI) ABN: 82 914 196 002 (the first provider) must meet tuition assurance requirements for persons, other than overseas students,<sup>1</sup> who are enrolled in the higher education courses we offer. This is to protect students in the event we cease to provide a course of study in which a student is enrolled.
- 2 These requirements are covered under the *Higher Education Support Act 2003* (the Act) and chapter 2 of the *Higher Education Provider Guidelines 2012* (the Guidelines), with which we must comply. The meaning of 'ceasing to provide a course of study' is set out in the Guidelines which are available from: <http://www.comlaw.gov.au/Series/F2012L02136>.
- 3 In the event we cease to provide a course of study in which a student is enrolled, the student is entitled to a choice of:
  - a) an offer of a place in a similar course of study with a second provider without any requirement to pay the second provider any student contribution or tuition fee for any replacement units (this is known as the '**Course Assurance Option**')OR
  - b) a refund of the student's up-front payments and/or re-crediting of any FEE-HELP balance for any unit of study that the student commences but does not complete because we cease to provide the course of study of which the unit forms part (this is known as the '**Tuition Fee Repayment Option**').
- 4 We have met the tuition assurance requirements, as specified in the Guidelines through current membership of the TAFE Directors Australia (TDA) Australian Student Tuition Assurance Scheme (the Scheme). Contact details for TDA (TAS Administrator) are:

TAFE Directors Australia (TDA)  
Website: <http://www.tda.edu.au/>  
Email: Tuition Assurance Scheme <tas@tda.edu.au>  
Phone Number: 02 9217 3180
- 5 If we cease to provide a course of study, the TAS Administrator will send the student enrolled in the course of study a written **Tuition Assurance Offer (the Offer)** advising the student of the options available under the tuition assurance requirements. The Offer will include directions that the student must follow in order to notify the TAS Administrator of the choice they have made for each affected unit. The TAS 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 course of study.
- 6 We are a Statutory Health Corporation established under the *Health Services Act 1997 (NSW)*, as a NSW Health entity and, as such, our assets and liabilities are guaranteed by the Crown (NSW Treasury). We are subject to a Services Agreement with the Secretary of the Ministry of Health under which we must deliver services, including higher education, in order to secure funding. We will ensure all best endeavours will be made to avoid circumstances whereby our ability to deliver courses could be compromised. In the event these exceptional circumstances arise, we will work with the TAS Administrator to ensure appropriate processes are followed.

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<sup>1</sup> See Education Services for *Overseas Students Act 2002* for the definition of overseas student.

- 7 For the purposes of FEE-HELP, all courses offered by us, in accordance with the course requirements of section 104-10 of the Act, are covered by the Scheme as part of our membership of the Scheme.
- 8 A student may choose either:
  - a) the Course Assurance Option
  - b) the Student Contribution/Tuition Fee Repayment Option

These options are explained below.

### **The Course Assurance Option**

- 9 Under the course assurance option, a student will be offered a place in a similar course of study by the TAS Administrator. If the student accepts this option, the TAS Administrator will make all necessary arrangements to ensure the student is able to enrol with the second provider in the similar course of study. This offered 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 student contribution or tuition fee for any replacement units (that is, units that the student had commenced but not completed because the course ceased to be offered). A student will receive full credit from the second provider for any units of study successfully completed at the first provider.
- 10 The second provider, nominated by the TAS Administrator, may have different contribution amounts or tuition fees to the amounts or fees the student would have paid for units of study that were part of the course of study we ceased to provide but which the student had not yet started studying.
- 11 A student is not obliged to enrol in a course of study with a second provider offered by the Higher Education Administrator under the Course Assurance Option. However, if the student enrolls with any other Higher Education Provider, there is no obligation on that provider to offer full credit transfer for the units of study completed with the first provider or to offer replacement unit/s free of charge.

### **The Student Contribution/Tuition Fee Repayment Option**

- 12 Under the Student Contribution/Tuition Fee Repayment Option, the TAS Administrator undertakes to pay the student the total of any up-front payments already paid by the student for any units of study the student has commenced but not completed because the course ceased to be offered. Students selecting this option will also have their FEE-HELP balance re-credited for the uncompleted units.

### **Publication**

This Statement of Tuition Assurance will be made public to students on our website at [www.heti.edu.au](http://www.heti.edu.au).

Students will be advised where the Statement of Tuition Assurance may be obtained as part of our enrolment information.