


RBIT-P&P for TLFP

	RBIT Policy for TPS Learner Fee Protection POL17_02-28_3.2 PRO17_02-28_3.4	Policy Endorsed by Ferne Robinson, PAO/PD Policy Approved by Dr. Michelle Lee, CEO Approval Date: 28th Feb, 2017 Next Review Date: March, 2018
Dynamic Management Group Pty Ltd t/a Royal Brisbane Institute of Technology, National RTO Provider No: 30807, CRICOS Provider Code: 02370B		
<p>Policy Statement:</p> <p>The ESOS legislation protects the tuition fees paid by international students by placing placement and refund obligations on providers in different default situations and through the Tuition Protection Service. The ESOS legislation also helps to ensure students meet their student visa conditions for attending classes and making satisfactory progress in their studies while in Australia. For additional information on the ESOS legislative framework visit ESOS legislative framework</p> <p>Dynamic Management Group Pty Ltd t/a Royal Brisbane Institute of Technology (hereinafter referred to as RBIT/RBIC) acknowledges that the Tuition Protection Service (TPS) is an initiative of the Australian Government to assist international students whose education providers are unable to fully deliver their course of study. This TPS Learner Fee Protection (TLFP) Policy aims to ensure that international students are able to either:</p> <ul style="list-style-type: none"> complete their studies in another course or with another education provider; or receive a refund of their unspent tuition fees 		
<p>Purpose:</p> <p>As a CRICOS provider delivering VET, Higher Education Courses and English to overseas students, RBIT TPS Learner Fee Protection Policy ensures that the condition for collecting fees in advance, refunding fees and financial management comply with the conditions outlined in the Tuition Protection Service (TPS) Act for CRICOS providers.</p>		
<p>Execution:</p> <p>The PAO/PD/OCM, Registrar are delegated RBIT/RBIC Administrative Qualification Compliance Officers must work according to NVR, SRTO, ESOS, CRICO, National Code and regulatory compliance Standards; responsible for ensuring the effective implementation of this policy,</p> <p>All Staff also responsible to govern RBIT/RBIC daily operations to meet ASQA compliance standards; implement the RBIT/RBIC Policy and Procedures, SOPs and fully comply with all legislation and principals as outlined in this Policy.</p> <p>Policy Stakeholders</p> <p>The principal users of this TPS Learner Fee Protection Policy are RBIT/RBIC staff and students.</p>		
<p>Quality Management Focus:</p> <p>RBIT has developed the Systematic Monitoring Ongoing Compliance (SMOC) Policy to govern the operational quality assurance; and Quality Assurance for Continue Improvement and Correction Action Plan (QACICA) to govern the quality service best practice standards to meet the ASQA compliance enquiries.</p> <p>RBIT/RBIC has generated an Operational Corrective Action Plan (OCAP), it's a living tool to record the Corrective schedule, action, and effective corrective outcome. We commit to provide a quality service, continue to validate training and assessment and also focus on continuous improvement needs. RBIT value feedback from students, trainer, staff, employers, and relevant stakeholders for incorporation into future programs.</p>		

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1. Scope and Definitions

Scope of Policy

This TPS Learner Fee Protection Policy applies to all RBIT/RBIC international students who are currently enrolled in a course or have accepted a place at RBIT/RBIC and have made payment for those services.

The Terminology

ASQA: Australian Skills Quality Authority

CRICOS: Commonwealth Register of Institutions and Courses for Overseas Students

ESOS: Education Services for Overseas Students

OCAP: Operational Corrective Action Plan

PRISMS: Provider Registration and International Student Management System (PRISMS)

QACICA: Quality Assurance for Continue Improvement and Correction Action Plan

RBIT/RBIC: Royal Brisbane Institute of Technology and Royal Brisbane International College

RTO: Registered Training Organisations

SMS: Student Management System

SMOC: Systematic Monitoring Ongoing Compliance

TPS: Tuition Protection Service - The Tuition Protection Service (TPS) is an initiative of the Australian Government to assist international students whose education providers are unable to fully deliver their course of study.

VET: Vocational Education and Training

2. Policy

- 1.1 In the unlikely event RBIT is unable to deliver a course a student has paid for and does not meet their obligations to either offer an alternative course that a student accepts or pay a refund of unspent prepaid tuition fees (this is called a provider's 'default obligations'), the TPS will assist in finding an alternative course or to get a refund if a suitable alternative is not found.
- 1.2 As required by the TPS framework, RBIT meets obligations under the ESOS Act 2000 including:
- RBIT will notify the DET Secretary and TPS Director via PRISMS of a RBIT provider default within three (3) business days and notify the students in writing;
 - RBIT is to notify the DET Secretary and TPS Director via PRISMS of a student default within thirty-one (31) business days and notify the student in writing;
 - Notify the DET Secretary as soon as practicable after a breach of a prescribed condition of a student visa, even if the student has ceased to be an accepted student of RBIT.

Provider Default

- 1.3 A provider default occurs if:
- RBIT fails to start providing the course to the student at the location on the agreed starting day; or after the course starts but before it is completed, the course ceases to be provided to the student at the location; and the student has not withdrawn from the course before the default day;
 - Cancellation of any course which RBIT has agreed to deliver to students may be a provider default;
 - RBIT must notify the Secretary and the TPS Director of the default within 3 business days of the default occurring via PRISMS. RBIT must also notify students in writing.
- 1.4 RBIT has 14 days after the day of the default (the provider obligation period) to satisfy tuition protection obligations to the student as set out in the above section.
- 1.5 If RBIT fails to discharge their obligations to the student, it is an offence under the ESOS Act and serious penalties apply.
- 1.6 RBIT has 7 days after the end of the obligation period to give a notice to the Secretary and the TPS Director of the outcome of the discharge of RBIT's obligations. If RBIT does not meet its obligations, affected students may be assisted by the TPS Director.

Student Default

- 1.7 Under the ESOS Act, RBIT must enter into a written agreement with each overseas student, or intending overseas student, that; sets out the refund requirements that apply if the student defaults; and meets any requirements set out in the National Code. If RBIT fails to enter into an agreement that complies with the ESOS Act, it is an offence and serious penalties apply.
- 1.8 A student defaults if:
- The course starts at the location on the agreed starting day, but the student does not start the course on that day and has not previously withdrawn;
 - A student does not default if there has been a provider default e.g. RBIT will not provide the course; or the student withdraws from the course at the location (either before or after the agreed starting day); or RBIT

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refuses to provide, or continue providing the course to the student at the location because of one or more of the following:

- The student failed to pay an amount payable to the provider for the course;
- The student breached a condition of his/her student visa e.g. Unsatisfactory course progress and/or Unsatisfactory Attendance;
- Misbehaviour by the student (Note: the student is entitled to natural justice prior to reporting).

1.9 RBIT must notify the DET Secretary and the TPS Director via PRISMs of the student default within thirty-one (31) business days of the default occurring.

1.10 If a student or intending student defaults RBIT must provide a refund in accordance with the requirements under the ESOS Act, depending on which section applies to the circumstances of the default situation. RBIT must pay the refund (if applicable) within the period (the provider obligation period) of 4 weeks.

1.11 RBIT has thirty-one (31) days after the end of the obligation period to give a notice to the Secretary and the TPS Director of the outcome of the discharge of RBIT's obligations.

TPS Student Placement:

1.12 Where RBIT is requested by the TPS to consider acceptance of students from another provider, the Admissions will be followed in assessment of whether or not to accept the students.

1.13 If RBIT offers a student a place in the course, the student may accept the Letter of Offer and Written Agreement within 30 days after the end of the provider obligation period unless the period is varied by the TPS Director.

1.14 RBIT may be given an opportunity to participate in a placement round, as outlined in the Steps below.

- A default has occurred and the TPS Director has created an active round of TPS placements in process for affected students.
- RBIT is identified as a provider who has an alternative course suitable for affected students.
- TPS Administrator contacts RBIT via email to gain consent in offering placement/s to affected students.
- If RBIT declines the offer the process concludes.
- If RBIT agrees to accept affected students, the details of the RBIT course become available to affected students.
- Interested students contact RBIT and discuss the course and enrolment process with RBIT.
- RBIT offers a placement to the student on the TPS system.
- The student completes the enrolment process on the TPS system.
- Once the student has a Confirmation of Enrolment (CoE) on the TPS system, RBIT will receive a payment of the unspent tuition.

Record Keeping

1.15 RBIT will keep current student records related to academic progress and contact details. The purpose of this measure is to:

- Make it easier to contact students affected by a RBIT closure and to facilitate timely and accurate placement in an alternative course.
- Ensure students are kept informed of course progress and to support the timely identification of an intervention by the provider where –
 - a student is not making good course progress; and
 - Improve RBIT business practice through effective student information systems.

1.16 RBIT will systematically ensure that students update their contact details to include address, mobile phone, personal emails etc.

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1.17 RBIT keeps and maintains up to date academic records.

Pre-paid course fees

1.18 RBIT will not require more than 50% of the students' total fee for a course before the student has begun the course.

1.19 RBIT will retain evidence in the form of a Letter of Offer and Written Agreement; the Written Agreement will also include a statement that says, a student can pay full fees if they wish to, but they are not required to pay more than 50% up front.

1.20 The Written Agreement sets out course details and an itemised list of course fees the student has to pay including tuition fees, and refund arrangements.

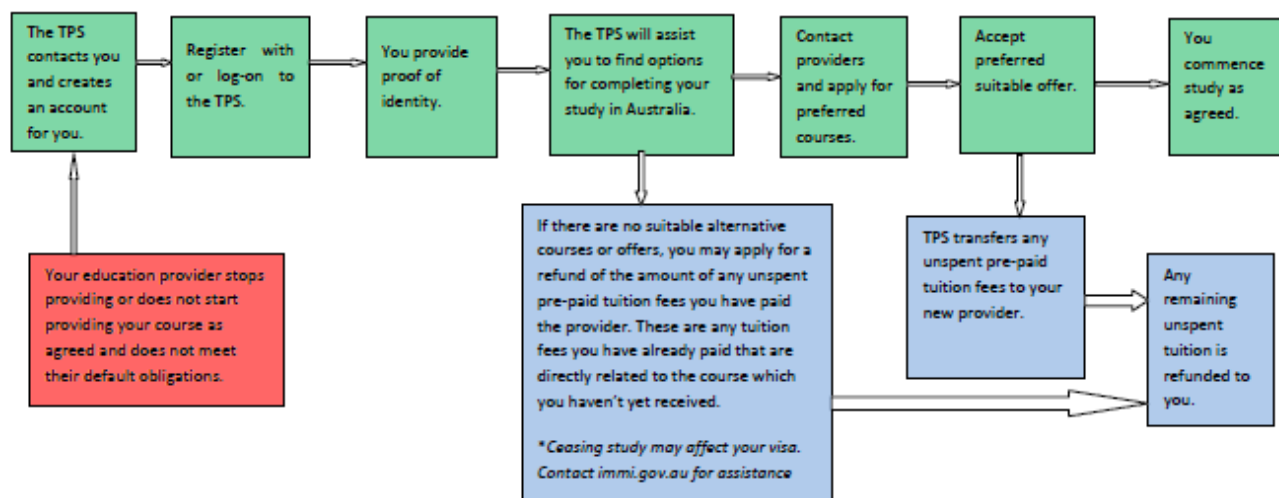
Obligations related to the designated account

RBIT will maintain a designated account as follows:

- Identified as “the designated account” for initial prepaid tuition fees until a student commences studies;
- Normal bank account that allows deposits and withdrawals
- With an Australian ADI
- Is separate from the day-to-day operating account
- Designated as the initial prepaid fees account
- RBIT will ensure that at all times there is sufficient amount in the account to repay all tuition fees of non-commenced students
- Not available for the payment of other debts

TPS OVERVIEW FOR STUDENTS:

The TPS overview – how does it work for international students?



Note: The above flow diagram is for guidance purposes only. To the extent that the diagram is inconsistent with the *Education Services for Overseas Students Act* (the ESOS Act) 2000 the ESOS Act prevails. Providers should not rely on this diagram alone and must read the requirements in the ESOS Act.

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3. Procedure

Step	Procedure	Responsible Person
1. TPS Claim by student	<p>In the unlikely event your education provider is unable to deliver a course you have paid for and does not meet their obligations to either offer you an alternative course that you accept or pay you a refund of your unspent prepaid tuition fees (this is called a provider's 'default obligations'), the TPS will assist you in finding an alternative course or to get a refund if a suitable alternative is not found.</p> <p>Step 1</p> <ul style="list-style-type: none"> • Your education provider stops providing or does not start providing your course as agreed and does not meet their default obligations. • The TPS contacts you and creates an account for you. <p>Step 2</p> <ul style="list-style-type: none"> • Register with or log-on to the TPS and provide proof of identity. <p>Step 3</p> <ul style="list-style-type: none"> • The TPS online system will assist you to find options for completing your study in Australia. <p>Step 4</p> <ul style="list-style-type: none"> • Accept preferred suitable offer. • You commence study as agreed. • TPS transfers any unspent pre-paid tuition fees to your new provider. <p>OR</p> <ul style="list-style-type: none"> • If there are no suitable alternative courses or offers, you may apply for a refund of the amount of any unspent pre-paid tuition fees you have paid the provider. These are any tuition fees you have already paid that are directly related to the course which you haven't yet received. Any remaining unspent tuition fees are refunded to you. 	Student

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	<ul style="list-style-type: none"> Note: Ceasing study may affect your visa. Contact www.immi.gov.au for assistance. 	
2. Provider Default	<p><i>Provider Default - Part 5, Division 1, Subdivision A of the ESOS Act</i></p> <p>The following steps outline the TPS process if a provider default occurs:</p> <p>Step 1 - Provider default occurs</p> <p>Under section 46A of the ESOS Act a registered provider defaults, in relation to an overseas student or intending overseas student and a course at a location, if:</p> <ul style="list-style-type: none"> the provider fails to start providing the course to the student at the location on the agreed starting day; or after the course starts but before it is completed, it ceases to be provided to the student at the location; and the student has not withdrawn from the course before the default day. <p>Note: Section 46A sets out further rules prescribing when a provider defaults.</p> <p>Step 2 - Notifying the Secretary, the TPS Director and students</p> <ul style="list-style-type: none"> Under section 46B of the ESOS Act, RBIT must notify the Secretary and the TPS Director of the default within 3 business days of the default occurring. Under section 46B RBIT must also notify students in relation to whom RBIT has defaulted. The notices must be in writing and meet the requirements of section 46B. <p>Step 3 - Provider obligation period</p> <ul style="list-style-type: none"> Under section 46D of the ESOS Act, RBIT has 14 days after the day of the default (the provider obligation period) to satisfy RBIT's tuition protection obligations to the student as set out in the section. 	Registrar Student Support Officer Accountant

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	<ul style="list-style-type: none"> If RBIT fails to discharge their obligations to the student under section 46D, it is an offence under section 46E of the ESOS Act and serious penalties apply. <p>Step 4 - Notification of the outcome- discharge of obligations</p> <ul style="list-style-type: none"> Under section 46F of the ESOS Act, RBIT has 7 days after the end of the obligation period to give a notice to the Secretary and the TPS Director of the outcome of the discharge of RBIT's obligations. This notice must comply with the requirements of section 46F. If RBIT does not meet their obligations, affected students may be assisted by the TPS Director. <p>Note: The Step by Step process described above is for guidance purposes only and to the extent that it is inconsistent with the Education Services for Overseas Students Act (the ESOS Act) 2000 the ESOS Act prevails. Providers should not rely on this Step by Step process description alone and must read the requirements in the ESOS Act.</p>	
3. Student Default	<p><i>Student Default - Part 5, Division 2, Subdivision B of the ESOS Act</i></p> <p>The following Steps outline the TPS process in a case of a student default:</p> <p>Under section 47B of the ESOS Act, a registered provider must enter into a written agreement with each overseas student or intending overseas student that:</p> <ul style="list-style-type: none"> sets out the refund requirements that apply if the student defaults; and meets any requirements set out in the national code. <p>If RBIT fails to enter into an agreement that complies with section 47B it is an offence under section 47F of the ESOS Act and serious penalties apply.</p> <p>Step 1 -Student default occurs</p>	<p>Registrar Student Support Officer Accountant</p>

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	<p>Under section 47A of the ESOS Act, an overseas student or intending overseas student defaults, in relation to a course at a location, if:</p> <ul style="list-style-type: none"> • the course starts at the location on the agreed starting day, but the student does not start the course on that day (and has not previously withdrawn); or • the student withdraws from the course at the location (either before or after the agreed starting day); or • the registered provider of the course refuses to provide, or continue providing, the course to the student at the location because of one or more of the following: <ul style="list-style-type: none"> ○ the student failed to pay an amount payable to the provider for the course; ○ the student breached a condition of his/her student visa; ○ misbehaviour by the student (Note: the student is entitled to natural justice under subsection 47A(3)). <p>Note: subsection 47A(2) - A student does not default for failing to start a course on the agreed starting day if he/she does not start that course because the provider defaults in relation to the course at the location under subparagraph 46A(1)(a)(i).</p> <p>Step 2 - Notifying the Secretary and the TPS Director</p> <p>To meet Tuition Protection Service (TPS) reporting obligations, RBIT is only required to report on whether they have provided a refund to a student in two cases of student default:</p> <ul style="list-style-type: none"> • where a student's visa is refused, even if there is a compliant written agreement in place • where there is no compliant written agreement in place. <p>Step 3 - Provider obligation period</p> <ul style="list-style-type: none"> • If a student or intending student defaults, RBIT must provide a refund in accordance with the requirements under either section 47D or 47E of the ESOS Act, depending on which section applies to the circumstances of the default situation. 	
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	<ul style="list-style-type: none"> RBIT must pay the refund within the period (the provider obligation period) of 4 weeks after the day specified in section 47D or 47E, depending on which section applies to the circumstances of the default situation. <p><i>Refer to Fees and Payments including Refund Policy for further information.</i></p>	
4. Record and Account Keeping	<p>RBIT will maintain up to date student academic and non-academic records including contact details, course progression, academic results and financial records:</p> <ul style="list-style-type: none"> - Student file (hardcopy and electronic) - PRISMS - Job Ready (student management system) <p>RBIT will maintain a designated account as follows:</p> <ul style="list-style-type: none"> Identified as “the designated account” for initial prepaid tuition fees until a student commences studies; Normal bank account that allows deposits and withdrawals With an Australian ADI Is separate from the day-to-day operating account Designated as the initial prepaid fees account RBIT will ensure that at all times there is sufficient amount in the account to repay all tuition fees of non-commenced students Not available for the payment of other debts 	Registrar Student Support Officer Accountant

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4. References-Related Regulations

Related Regulation	Hyperlink Reference
TPS Student Information	https://tps.gov.au/StaticContent/Get/StudentInformation
TPS Provider Information	https://tps.gov.au/StaticContent/Get/ProviderInformation
NVR – RTO 2015	https://www.legislation.gov.au/Details/F2014L01377
Standards for Registered Training Organisations (RTOs) 2015	https://www.asqa.gov.au/Users_Guide_to_the_Standards_for_Registered_Training_Organisation
ESOS Act 2000 (ESOS Framework)	https://internationaleducation.gov.au/Regulatory-Information/Education-Services-for-Overseas-Students-ESOS-Legislative-Framework/ESOS-Regulations/Pages/default.aspx
National Code of Practice	https://internationaleducation.gov.au/Regulatory-Information/Education-Services-for-Overseas-Students-ESOS-Legislative-Framework/National-Code/Pages/default.aspx
CRICOS	http://cricos.education.gov.au/
Vocational Education, Training and Employment Act 2000 (QLD)	https://www.legislation.qld.gov.au
Privacy Act 1988	https://www.oaic.gov.au/privacy-law/privacy-act/
ASQA	https://www.asqa.gov.au/

5. Supporting Documentation

Policies, Forms and Fact Sheets	Hyperlink Reference
Fees, Payments and Refund Policy	
Monitoring Course Progression Policy	
Letter of Offer and Written Agreement	
Staff Hand Book	http://www.rbit.qld.edu.au/compliance/StaffSOP
Staff Master TQA Guide	http://www.rbit.qld.edu.au/compliance/StaffSOP
Divisional SOPs	http://www.rbit.qld.edu.au/compliance/StaffSOP
Staff Induction	http://www.rbit.qld.edu.au/compliance/StaffSOP