

Introduction

Tuition assurance protects students in the event that an institution defaults, that is, ceases to deliver their course, or closes a campus on which it is offered, or closes the institution entirely after the students have commenced their course but before they complete it.

As an approved higher education provider under the *Higher Education Support Act 2003*, Avondale University (hereafter referred to as Avondale) ABN: 53108186401 ACN: 08186401 must meet the tuition assurance requirements or be exempt from those requirements. In the unlikely event that Avondale ceases to provide a course after it starts but before it is completed, there are arrangements in place to ensure a replacement course is identified and the student is placed with a suitable provider.

Tuition assurance for international students and domestic students is provided through the Australian Government's Tuition Protection Service (TPS). Avondale is a financial member of this service.

Options for Tuition and Course Assurance

Avondale is committed to providing tuition and course assurance protection. In the event that Avondale ceases to provide a course in which a student is enrolled, **except for VET students with VET Student Loans (VSL) who will always be assisted under the tuition protection arrangements provided by the TPS**, an affected student is entitled to a choice of:

- 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

- a refund of his or her up-front tuition fee payments or re-credit/remission of a HELP loan for any unit of study that the student commences but does not complete because Avondale ceases to provide the course of which the unit forms part (this is known as the **Student Contribution/Tuition Fee Repayment Option**).

The Course Assurance Option

Should the need arise whereby Avondale closes a course, a campus, or its operations, the following principles will be applied to existing students:

1. Review Avondale's commitments to current students, at that point in time, by auditing the progress of all students in their respective courses.
2. Ascertain programs of study offered by other Australian Higher Education Institutions to determine a list of similar courses offered in similar modalities to those affected by Avondale's decision.

3. Notify affected students in writing that their course is no longer provided within 2 business days after Avondale ceases to provide a course after it starts but before it is completed.
4. As soon as practicable, Avondale will also update its website to reflect that the course is no longer being delivered and to give students information about the tuition assurance arrangements.
5. Affected students will be offered a replacement course, which must:
 - lead to the same or comparable qualification as the original course;
 - have a mode of delivery that is the same as or, with the student's consent, similar to the mode for the original course;
 - be located where the replacement course is primarily delivered in a location that is reasonable, having regard to the costs of, and the time required for, a student's travel; and
 - ensure 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.
6. Negotiate with students to develop a strategy for each affected student to complete their course. This strategy will comprise one, or a combination, of the following options:
 - Avondale could continue to offer the unit/s of study, or course in a teach-out arrangement, honouring the normal time constraints for the student's mode of study in their given course.
 - Avondale could assist a student to enrol in another institution to provide appropriate units for cross-institutional credit into their Avondale course in a timely manner.
 - Avondale could assist a student to transfer their credits to another higher education provider offering a similar course – especially if a student is yet to complete more than 50% of their course. Affected students may seek a review about whether the course offered to them meets the requirements for replacement courses.
7. Affected students may seek a review about whether the course offered to them meets the requirements for replacement courses.
8. Where a student accepts the replacement course offered there will not be a requirement to pay the second 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.
9. A student who accepts the replacement course offered will receive course credits at the second provider for parts of the original course successfully completed, as evidenced by a copy of a statement of attainment or academic transcript issued by Avondale at no cost to the student.
10. Each affected student will be given a deadline by which they need to advise Avondale as to the option they have selected.
11. If an affected student enrolls in a course other than an Avondale determined replacement course, the above conditions do not apply. They may be required to pay additional tuition fees and might not receive the same number of course credits.

The Student Contribution/Tuition Fee Repayment Option

Where there is no suitable replacement course for a student, Avondale will refund any tuition fees paid up front, re-credit the student's FEE-HELP balance, or remit the HECS-HELP balance for the affected parts of the original course.

Avondale meets the Student Contribution/Tuition Fee Repayment Option requirement through a Repayment Deed of Guarantee with the Seventh-day Adventist Church (SPD) Limited. If a student

chooses the Student Contribution/Tuition Fee Repayment Option, the Seventh-day Adventist Church (SPD) Limited undertakes to pay the student the total of any up-front payments already paid by the student for any units the student has enrolled in and commenced but not completed. Students selecting this option will get their HECS-HELP or FEE-HELP balances remitted/re-credited for any units which they have commenced but have not completed, as relevant.

Australian Government Tuition Assurance Service (TPS)

Avondale is a financial member of the Australian Government TPS. Should neither of the above options be acceptable to a student or Avondale does not provide assistance, the TPS will contact the student directly. The TPS will offer the option to either receive a refund of tuition fees for affected parts of the course, or assistance to move to a similar replacement course.

This service is available to FEE-HELP or HECS-HELP (HELP) students, VET Student Loans (VSL) students, and international students, in the event that their education provider defaults.

Avondale will always refer VET students using VSL to the TPS for assistance.

Domestic up-front fee-paying students studying higher education with private education providers are eligible for tuition protection assistance if the course has not commenced, or ceases after commencement but before completion, and the student has not previously withdrawn.

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

For further information, see [About Us - Department of Education, Skills and Employment, Australian Government \(dese.gov.au\)](http://dese.gov.au)