

Institution	Universal English
Policy Name:	Provider Default and Tuition Protection Policy and Procedure

1. Scope

This policy applies to all ELICOS students and staff of Universal English (UE) at all its delivery sites.

2. Purpose

This Policy is in place to ensure that if UE is unable to offer or continue offering a course, or a course in a particular delivery site, UE provides protection to any impacted student and ensures that students will not face significant inconvenience or disadvantage.

3. Regulatory Alignment

This Policy is created and implemented to comply with the regulatory requirements informed in the:

- Education Services for Overseas Students Act 2000
- National Code of Practice for Providers of Education and Training to Overseas Students 2018 (National Code 2018): Standard 3 Formalisation of Enrolment and Written Agreement

4. Policy

- 4.1 UE acknowledges its obligation to its students to deliver its courses to students at the delivery sites according to the written agreement between the student and UE.
- 4.2 A provider default occurs if UE fails to start to provide the course to the student at the delivery site on the agreed starting day, or the course ceases to be provided to the student at the delivery site at any time after it starts but before it is completed.
- 4.3 UE recognises that in the event of a provider default, it has the legal obligation to either arrange for students to continue their studies at an alternative provider or provide students with a refund on unspent tuition fees. UE will use all reasonable efforts to ensure that students impacted are not genuinely disadvantaged.
- 4.4 A course will be considered in teach-out when it is no longer offered at UE's delivery site(s). UE ensures that the quality of the teach-out course and supporting resources will be upheld until the end of the teach-out period.
- 4.5 The proposal to discontinue a course, or a delivery site, will be made by the UE management for approval by the governing body.
- 4.6 In the event of a provider default, UE will notify the Australian Skills Quality Authority (ASQA) and the Tuition Protection Service (TPS) Director of intended actions in a timely manner.
- 4.7 As soon as UE becomes aware that a course or its delivery site will be discontinued, UE will ensure that each student impacted will be contacted with the details of the teach-out period and UE's support within the teach-out period.
- 4.8 UE will ensure that all students impacted are given the option of either:

- a. Completing their course at an alternative delivery site (where applicable);
 - b. Completing their course with another provider arranged by UE and obtaining a refund of the unspent student tuition fees.
- 4.9 UE recognises that it has a moral and legal obligations to protect its students from the consequences of provider default. To meet its responsibilities under the TPS obligations, UE will:
 - a. Ensure timely payment of all applicable TPS fees and levies;
 - b. Ensure that any request for information from the TPS Director under the relevant legislative Act is supplied in a timely manner;
 - c. Ensure that UE maintains up-to-date and accurate student records, particularly regarding student contact details and course progress;
 - d. Consider acceptance of students from another registered provider if requested to do so by the TPS Director or ASQA, with the understanding that UE is under no obligations to accept those students and that any acceptance will be made in accordance with UE's Admissions Policy.
- 4.10 For pre-paid course fees UE will not receive more than 50% of the total tuition fees for a course before the student has begun the course, unless the student chooses to do so, or the course has a duration of 25 weeks or less.
- 4.11 UE 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 UE's 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**
 - 5.1 UE 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 UE will ensure the Principal Executive Officer (PEO) and the business email contact details listed in PRISMS are up to date.
 - 5.3 UE will notify ASQA and the TPS Director of the default in writing within three (3) business days of the default occurring upon the approval of the governing body. The notice will include:
 - a. The circumstances of the default;
 - b. The details of the students in relation to whom UE has defaulted; and
 - c. Advice as to whether UE intends to discharge its obligations to those students, and (if appropriate), how UE intends to discharge those obligations.
 - 5.4 UE will evaluate the provider default situation and determine whether there are other options within its scope of registration that a student could change to or if that is not possible, UE will arrange for the student to be offered a place with another provider. When making such arrangements, UE will:
 - a. Negotiate the suitability of the arrangement with the other provider;
 - b. Ensure the student has sufficient information about the alternative arrangement, and
 - c. Collaborate with the alternative provider to facilitate the student's timely transfer.

- 5.5 UE will notify all students impacted by the provider default in writing within fourteen (14) business 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 UE’s Refund Policy.
- 5.6 UE will notify ASQA and the TPS Director of the outcome of the discharge within seven (7) business days after the end of the obligation period. The notification will include evidence of:
- a. Arrangements made for the students, such as:
 - a) Details of the students for whom UE has arranged alternative provisions within UE, and the details of those arrangements; and
 - b) Evidence of each student’s acceptance of a place at an alternative provider; or
 - b. Refunds paid to the students, including:
 - a) Details of the students who received refunds from UE; and
 - b) Specific amounts refunded to each student.
- 5.7 When the TPS Director requests UE to consider accepting students from another provider, UE will assess the students according to its International Admissions Policy.
- 5.8 If UE offers a student a place on its course, the student has thirty (30) days after the end of the provider obligation period to return the signed Letter of Offer and Acceptance, unless the TPS Director specifies a different timeframe.
- 5.9 If a student accepts an offer for a replacement course at UE, UE shall notify the TPS Director in writing within fourteen (14) days of the student's acceptance.
- 5.10 If students are unhappy with any decisions made by UE related to this policy, they are encouraged to discuss the matter with UE to seek resolution. If they remain unsatisfied, the student may seek resolution under UE’s Complaints and Appeals Policy.

Version History

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

Responsible Officer	Managing Director
Implementation Officers	Academic Manager, Director of Governance & Quality Assurance
Review Date	19 July 2027
Approved by	
Managing Director	
Associated Documents	
Fees and Charges Policy and Procedure Deferral Suspension Cancellation Policy and Procedure Refund Policy Refund Request Form Complaints and Appeals Policy Records Management Policy and Procedure	

International Admissions Policy and Procedure			
Version	Brief Description of the changes	Date Approved	Effective Date
1.0	New policy	19 July 2024	19 July 2024