

STATEMENT OF TUITION PROTECTION FOR VET STUDENT LOANS

1. From 1 January 2020, Selmar Institute of Education (Selmar) complies with new VSL tuition protection arrangements as set out in the VSL Act. The tuition protection arrangements provide support and protections for VSL students in the event Selmar defaults.
2. A default occurs when Selmar either:
 - fails to start a course or part of a course on the day on which it was scheduled to start, and the student has not withdrawn before that day; or
 - ceases to provide a course or part of a course after commencement but before completion, and the student has not withdrawn before that day.

The cause of the default does not matter. For instance, it does not matter if a default occurs because Selmar ceases to provide a course of their own accord, or whether it is the result of compliance action taken against Selmar.

3. If there is a suitable replacement course available, eligible VSL students will be assisted to continue their studies with a replacement provider. Where there is no suitable replacement course, eligible students will be provided with a re-credit to their VSL balance. This re-credit will be for tuition fees paid for the original course or parts of the course, which were not completed due to Selmar's default.
4. Selmar will follow the requirements as specified in the VSL Act [**Act s 66C and 66D**] and VSL Rules [**VSL Rules s 47 and 51**] obligations. Obligations include requirements to notify students and the VSL Tuition Protection Director of the default and to provide each with specified information.

Within 24 Hours of default

- Give written notice to the VSL Tuition Protection Director of the circumstances of the default.
- Notify students enrolled in the course, in writing, the course is no longer being provided
 - Selmar will send the student notice to the: student's personal email address as advised by the student; or student's postal address as advised by the student; or student by another method agreed to by the student. Selmar will specify in the student notice: the name of the course, or part or parts of the course the student was enrolled in at the time of the default
 - the date of the default
 - a website specified by the VSL Tuition Protection Director where the student can get further information about tuition protection.

Within 3 business days of a default occurring

- Give written notice to the VSL Tuition Protection Director specifying for each student in relation to who the provider has defaulted:
 - the student's full name and contact details
 - the course, or part or parts of the course, the student was enrolled in at the time of the default
 - the amount of the tuition fees for each course, or part of the course, the student was enrolled in at the time of the default
 - details about the payment of those tuition fees, including the amounts that are covered fees
 - whether the student was studying part-time or full-time

- the mode of delivery of the original course
- if the student did not study online, the location where the original course was primarily delivered
- whether the student has withdrawn from the course or part of the course and the date of withdrawal
- any part of the course for which the student has deferred study, the date of the deferral and the date the student is expected to re-commence study
- the completion status for each part of the course the student has enrolled in, including whether the student's status is ongoing, passed or failed
- the name and code of each unit of competency as it appears on the National Register of VET for each part of the course the provider has defaulted in relation to a student

As soon as practicable

- Update Selmar website to reflect the course is no longer being provided and to provide tuition protection information.

If requested by the VSL Tuition Protection Director

- Provide to the VSL Tuition Protection Director in relation to students to whom the provider has defaulted, either:
 - a copy of a statement of attainment or other Australian Qualifications Framework certification documentation issued by Selmar in accordance with the Australian Qualifications Framework for the parts of the course the student has completed or
 - a copy of an authenticated VET transcript prepared by the Registrar (within the meaning of the Student Identifiers Act 2014) for the parts of the course the student has completed.

5. If requested by the VSL Tuition Protection Director, Selmar will provide information to assist the Director to make decisions about whether a suitable replacement course exists for displaced students.

Selmar will, where possible, act as a replacement provider to support displaced VSL students to continue their study. Replacement providers have a number of obligations under the VSL Act to facilitate efficient and fair treatment of students to allow them to continue their studies with minimal disruption.

If a student accepts an offer of a place in a replacement course, the replacement provider must give written notice of the acceptance to the VSL Tuition Protection Director within 14 days of the student's acceptance of the offer.

Replacement providers must also:

- enrol the student in the replacement course as soon as practicable
- grant course credits for parts of the original course successfully completed by the student, as evidenced by:
 - a statement of attainment or other Australian Qualifications Framework certification documentation issued in accordance with the Australian Qualifications Framework; or
 - an authenticated VET transcript prepared by the Registrar (within the meaning of the *Student Identifiers Act 2014*)
- not charge the student tuition fees for the replacement component of the replacement course if tuition fees have been paid for the affected part of the original course

