VET Provider Guidelines

Higher Education Support Act 2003

I, CHRIS EVANS, Minister for Tertiary Education, Skills, Science and Research, make these, VET Provider Guidelines under subclause 99(1) of Schedule 1A to the Higher Education Support Act 2003.

Dated this 29th day of March 2012

signed

CHRIS EVANS
Minister for Tertiary Education, Skills, Science and Research
Higher Education Support Act 2003

VET PROVIDER GUIDELINES

1 Citation

This legislative instrument may be cited as the VET Provider Guidelines.

2 Authority

These Guidelines are made pursuant to Item 1 of the table in subsection 99(1) of Schedule 1A to the Act, to provide for matters under Part 1.

3 Commencement

This legislative instrument commences on the day after registration on the Federal Register of Legislative Instruments.

4 Revocation

The VET Provider Guidelines dated 22 May 2008, registration number F2008L01957, registered on 04 June 2008 and commenced on 05 June 2008 and all subsequent amendments are revoked.
COMMONWEALTH OF AUSTRALIA

Higher Education Support Act 2003

VET PROVIDER GUIDELINES

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CHAPTER 1   INTERPRETATION

1.1.1 In these Guidelines, unless the contrary intention appears, terms used have the same meaning as in the Higher Education Support Act 2003.

1.1.2 Terms in these Guidelines that are in italics have the meanings given in paragraph 1.1.3 of these Guidelines.

1.1.3 In these Guidelines, unless the contrary intention appears:

   academic matters includes matters which relate to student progress, assessment, curriculum and awards in a VET course of study

   Act means the Higher Education Support Act 2003

   affected unit has the meaning given in subparagraph 3.6.1.5(b)(ii) of these Guidelines

   Australian Skills Qualifications Authority (ASQA) means the authority established pursuant to the National Vocational Education and Training Regulator Act 2011

   General Manager means the person holding, occupying, or performing the duties of the position of General Manager, or an equivalent position in the Department of Industry, Innovation, Science, Research and Tertiary Education, responsible for the administration of VET FEE-HELP

   business day means any day other than a Saturday, Sunday or public holiday

   Department means the Australian Government Department of Industry, Innovation, Science, Research and Tertiary Education

   exempt provider means a VET provider that the Minister under subclause 8(1) and subclause 20(2) of Schedule 1A to the Act has exempted from complying with the VET tuition assurance requirements

   Guidelines means these VET Provider Guidelines

   National Register has the same meaning given in Schedule 1 of the Act

   National VET Regulator (NVR) has the same meaning given in Schedule 1 of the Act

   non-academic matters includes those matters which do not relate to student progress, assessment, curriculum and awards in a VET course of study and includes complaints in relation to personal information that the VET provider holds in relation to the VET student

   Non referring state has the same meaning given by the National Vocational Education and Training Regulator Act 2011

   NVR Act means the National Vocational Education and Training Regulator Act 2011
**NVR registered training organisation** has the same meaning given by the NVR Act

**Provider** has the meaning given in paragraph 3.2.2 of these Guidelines for the purpose of VET tuition assurance

**Reform State or Territory** is any State or Territory that, by written agreement with the Minister, is a reform State or Territory for the purposes of VET FEE-HELP

**registered training organisation (RTO)** has the same meaning given in Schedule 1 of the Act, namely, a training organisation listed on the National Register as a registered training organisation

**replaced unit** means a VET unit of study in which the VET student was enrolled with a Provider that has been replaced by a replacement unit

**replacement unit** means a VET unit of study that a VET student undertakes with a second provider to replace a VET unit of study in which the VET student was enrolled with a Provider

**second provider** has the meaning given in subparagraph 3.3.3(a) of these Guidelines

**scope of registration** means the courses that a registered training organisation has been authorised to provide as listed on the National Register

**special admissions test** means a test to determine the suitability of a person seeking admission into a specialist VET course of study that is necessary to establish the suitability of the person for admission into that course, and includes specialist auditions, tests and interviews that are different to the normal requirements for admission

**statement of VET Tuition Assurance** is the statement described in paragraph 3.6.1.1 of these Guidelines

**statement of VET Tuition Exemption** is the statement described in paragraph 3.6.1.2 of these Guidelines

**State Training Authority** means the relevant State or Territory department of education that administers vocational education and training

**VET advanced diploma** has the meaning given in Schedule 1 to the Act

**VET course assurance guarantor** has the meaning given in subparagraph 3.3.1(c) of these Guidelines

**VET course assurance option** means the VET tuition assurance option referred to in paragraph 3.6.1.5(b)(i) and more fully described in paragraph 3.3 of these Guidelines

**VET course assurance TAS operator** has the meaning given in subparagraph 3.3.1(a)(i) of these Guidelines

**VET diploma** has the meaning given in Schedule 1 to the Act
**VET graduate certificate** has the meaning given in Schedule 1 to the Act

**VET graduate diploma** has the meaning given in Schedule 1 to the Act

**VET repayment guarantor** has the meaning given in subparagraph 3.4.1(c) of these Guidelines

**VET repayment TAS operator** has the meaning given in subparagraph 3.4.1(a)(i) of these Guidelines

**VET student** means a student who is entitled to VET FEE-HELP assistance under clause 43 of Schedule 1A to the Act

**VET tuition assurance administrator** means any of the following: VET course assurance TAS operator; second provider referred to in subparagraph 3.3.1(b); VET course assurance guarantor; VET repayment TAS operator; or VET repayment guarantor

**VET tuition assurance scheme** means a scheme that complies with the requirements of subparagraphs 3.3.1(a) and 3.4.1(a) of these Guidelines

**VET tuition fee repayment option** means the VET tuition assurance option referred to in subparagraph 3.6.1.5(b)(ii) of these Guidelines, and more fully described in paragraph 3.4 (and is the option referred to by this name in paragraph 51(1)(d) of Schedule 1A to the Act)

**written VET tuition assurance offer** has the meaning given in subparagraph 3.6.3.1(a) of these Guidelines
CHAPTER 2  REQUIREMENTS FOR THE PURPOSES OF
PARAGRAPH 6(1)(g) OF SCHEDULE 1A TO THE ACT

2.1  PURPOSE

2.1.1 This chapter sets out the requirements with which a body corporate must comply under paragraph 6(1)(g) of Schedule 1A to the Act to be approved as a VET provider.

2.2  REQUIREMENTS RELATING TO VET CREDIT TRANSFER ARRANGEMENTS

2.2.1 For approval purposes, a body corporate whose scope of registration includes courses that lead to:

a) VET graduate certificate or VET graduate diploma, the body corporate does not need to have in place a VET credit transfer arrangement; or

b) VET diploma or VET advanced diploma, the body corporate must have in place at least one VET credit transfer arrangement for at least one of the courses.

Note: Basic requirements for credit transfer arrangements for an approved VET provider are also provided for in the VET FEE-HELP Guidelines.

2.2.2 Paragraph 2.2.1 does not apply to a body corporate that is listed on the National Register as an RTO and offers, in accordance with its scope of registration, the course in a Reform State or Territory.

2.2.3 A VET credit transfer arrangement must provide a guaranteed level of credit for the award of VET diploma or VET advanced diploma towards a higher education bachelor degree. The Secretary will use the following levels as a guide when approving the VET credit transfer arrangement:

a) 50% credit for a VET advanced diploma towards a three year bachelor degree;

b) 37.5% credit for a VET advanced diploma towards a four year bachelor degree;

c) 33% credit for a VET diploma towards a three year bachelor degree; or

d) 25% credit for a VET diploma towards a four year bachelor degree.

2.2.4 Each VET credit transfer arrangement must be set out in a written agreement between the body corporate and a higher education provider that contains at least the following information:

a) the higher education award to which the VET credit transfer arrangement relates;

b) the amount of credit towards the higher education award that is guaranteed under the VET credit transfer arrangement; and

c) the expiry date, if any, of the VET credit transfer arrangement.

2.2.5 The VET Provider must have all VET credit transfer arrangements approved by the Secretary.
CHAPTER 3  VET TUITION ASSURANCE REQUIREMENTS

3.1  PURPOSE

3.1.1  This chapter sets out, for the purposes of clause 7 of Schedule 1A to the Act, in respect of the VET tuition assurance requirements:

a) the requirements which a body corporate must fulfil to be approved by the Minister as a VET provider under clause 6 of Schedule 1A to the Act;

b) the requirements which a VET provider must continue to comply with in order to maintain their approval as a VET provider under subclause 20(1) of Schedule 1A to the Act;

c) the obligations on VET providers in their capacity as second providers;

d) the conditions which apply to an exempt provider, from the VET Tuition Assurance requirements, concerning information about VET students who are enrolled in VET units of study with the exempt provider.

3.2  VET TUITION ASSURANCE

3.2.1  The VET tuition assurance requirements have four parts:

- Part 1: VET Course Assurance Requirements;
- Part 2: VET Tuition Fee Repayment Requirements;
- Part 3: General Requirements; and
- Part 4: Administrative and Activation Requirements.

3.2.2  A body corporate or a VET provider (the “Provider”), other than an exempt provider, must satisfy the Secretary that it complies with all four parts of the VET tuition assurance requirements.

3.2.3  If a Provider ceases to provide a VET course of study, a VET student, who is currently enrolled in that VET course of study, has the option to choose to access either the arrangements described in Part 1 (VET Course Assurance) or those described in Part 2 (VET Tuition Fee Repayment).

3.3  PART 1: VET COURSE ASSURANCE REQUIREMENTS

3.3.1  The Provider must demonstrate to the Secretary’s satisfaction that it complies with the VET Course Assurance requirements, by having in place, for each VET course of study it provides that meet the requirements under subclause 45(1) of Schedule 1A to the Act, one or more of these arrangements:

a) membership of a VET tuition assurance scheme that is:

   i) operated by a legal entity (“VET course assurance TAS operator”); and

   ii) approved by the Minister for this purpose;

b) a legally-binding agreement with one or more second providers (subject to paragraph 3.3.2);
c) a legally-binding guarantee provided by a legal entity ("VET course assurance guarantor") that is a body corporate incorporated under, or in accordance with, a law of the Commonwealth or of any Australian State or Territory (not necessarily a VET provider). The VET course assurance guarantor may only provide a guarantee if:

i) it has the necessary financial and administrative resources to fulfil such a guarantee; and

ii) should the Provider cease to provide a VET course of study, it can make all arrangements necessary to ensure that the VET student is enrolled in a similar VET course of study, which meet the requirements under subclause 45(1) of Schedule 1A to the Act, with a second provider.

3.3.2 If a second provider is not approved as a VET provider at the time of entering a legally-binding agreement referred to in subparagraph 3.3.1(b), it must obtain approval as a VET provider within 12 calendar months after the Provider is approved as a VET provider.

3.3.3 If the Provider ceases to provide a VET course of study, and as a result ceases to provide a VET unit of study which forms part of the VET course of study, a VET student who is enrolled in the VET unit of study at that time, chooses the VET course assurance option in respect of the VET unit of study, that VET student:

a) must be able to enrol in a similar VET course of study which comprises VET units of study which meet the VET course of study requirements under subclause 45(1) of Schedule 1A to the Act and which leads to the same or a comparable qualification with another VET provider (the "second provider");

b) must receive from the second provider for any successfully completed VET units of study undertaken with the Provider as part of that VET course of study:

i) full credit towards the same or a comparable qualification; or

ii) if the Secretary agrees, in relation to a submission from the second provider, that the course, or its components, that the Provider provided was of such a specialised nature, that full credit transfer cannot be arranged - as much credit as possible towards a similar VET course of study; and

c) must not be required to:

i) pay the second provider a VET tuition fee for any replacement unit; nor

ii) give the second provider a request for Commonwealth assistance in relation to any replacement unit.
3.4 PART 2: VET TUITION FEE REPAYMENT REQUIREMENTS

3.4.1 The Provider must demonstrate to the Secretary’s satisfaction that it complies with the VET Tuition Fee Repayment requirements, by having in place, for each VET course of study it provides that meet the requirements under subclause 45(1) of Schedule 1A to the Act, one or more of these arrangements:

a) membership of a VET tuition assurance scheme that is:
   i) operated by a legal entity ("VET repayment TAS operator"); and
   ii) approved by the Minister for this purpose;

b) a ‘VET tuition fees in arrears’ agreement that is offered by the Provider to VET students and under the agreement, those VET students enrol on the basis that VET tuition fees for each VET unit of study of their VET course of study are paid in arrears;

c) a legally binding guarantee provided by a legal entity ("VET repayment guarantor") that is a body corporate incorporated under or in accordance with a law of the Commonwealth or of any Australian State or Territory (not necessarily a VET provider) which has the necessary financial and administrative resources to fulfil such a guarantee.

3.4.2 If the Provider ceases to provide a VET course of study and as a result ceases to provide a VET unit of study which forms part of the course, a VET student who is enrolled in the VET unit of study at that time, chooses the VET tuition fee repayment option in respect of the VET unit of study, then, within 20 business days (or a longer period agreed in writing by the Secretary) after receiving notification of that choice, the Provider must:

a) re-credit the VET student’s FEE-HELP balance in respect of the VET unit of study as required under subclause 51(1) of Schedule 1A to the Act; and

b) immediately notify its VET repayment TAS operator or VET repayment guarantor (whichever is applicable) to that effect.

(Under subclause 51(2) of Schedule 1A to the Act, the Secretary may re-credit the VET student’s FEE-HELP balance if the Provider is unable to do so, in which case the Secretary may give the notice referred to in subparagraph 3.4.2(b).)

3.4.3 The VET repayment TAS operator or VET repayment guarantor (whichever is applicable) must, within ten (10) business days after receiving notification from the Provider or the Secretary under paragraph 3.4.2:

a) pay the VET student the total of any up-front VET tuition fee payments paid to the Provider for that VET unit of study (other than payments received from the Commonwealth); and

b) pay the Commonwealth, any amounts paid for that VET unit of study by the Commonwealth to the Provider in discharge of the VET student’s VET tuition fee for the VET unit of study.

Note: Where a student wishes to withdraw under special circumstances from replacement units under subclause 46(2) of Schedule 1A to the Act, see Chapter 4 of the VET FEE-HELP Guidelines.
3.5 PART 3: GENERAL REQUIREMENTS

3.5.1 Corporate separation

3.5.1.1 Subject to paragraph 3.5.1.2, the relationship between a Provider and each of its VET tuition assurance administrators must be such that at all times:

a) they are legally separate entities;

b) they are not related to each other within the meaning of section 50 of the Corporations Act 2001;

c) they are not associated entities within the meaning of section 50AAA of the Corporations Act 2001;

d) they are not in a position where one is able to control the other within the meaning of section 50AA of the Corporations Act 2001; and

e) they do not have in common one half or more of the persons who are directors or officers of either entity, where the terms “director” and “officer” have the meanings given to them in section 9 of the Corporations Act 2001.

3.5.1.2 If at any time the relationship between a Provider and any of its VET tuition assurance administrators ceases to meet the requirements of paragraph 3.5.1.1, then the Provider must immediately notify the Secretary to that effect in writing, and include with that notification either a proposal for changed VET tuition assurance arrangements which meet the corporate separation requirements of paragraph 3.5.1.1, or a proposal which is additional to the existing VET tuition assurance arrangements for the Secretary’s approval. Where an additional proposal is made, this should include:

a) detailed reasons for the non-compliance with paragraph 3.5.1.1;

b) detailed reasons explaining why the Provider and the VET tuition assurance administrator are prevented from changing the relationship between them so as to comply with paragraph 3.5.1.1; and

c) details of any alternative arrangements proposed to apply between the Provider and the VET tuition assurance administrator which, while they will not result in a relationship that meets the requirements of paragraph 3.5.1.1, the Provider reasonably believes meet the remainder of the VET tuition assurance requirements.

By way of example only, and without prejudice to the Secretary’s consideration of the proposal, the alternative arrangements may include any one or more of the following:

i) a separate unconditional financial guarantee from a third person (who may be a natural person or a body corporate);

ii) a trust arrangement with an independent, third party trustee;

iii) a specifically established trust account with a bank or other financial institution.
3.5.2 **Meaning of “ceases to provide a VET course of study”**

3.5.2.1 For the purposes of this chapter of the *Guidelines*, a *Provider* ceases to provide a VET course of study to a person who is entitled to VET FEE-HELP assistance under clause 43 of Schedule 1A to the *Act* if:

a) the VET course of study does not start on:
   
i) the date the VET course of study was scheduled to start and the person has not withdrawn before that day; or
   
ii) a later date that has been agreed between the *Provider* and the person enrolled in the VET course of study and the person has not withdrawn before that day;

and an arrangement has not previously been made between the *Provider* and the person enrolled in the VET course of study to undertake a suitable alternative VET course of study; or

b) the *Provider* commences providing the VET course of study to a person and then, before the person has completed the VET course of study, ceases to provide that VET course of study for any reason, other than that the person has withdrawn from the VET course of study; or

c) the Minister has suspended or revoked approval of the *Provider* as a VET provider under the *Act* and has not made a determination pursuant to subclauses 35(1) or 37(1) of Schedule 1A to the *Act* in respect of that VET course of study; or

d) notice is served on the *Provider* or proceedings are taken to cancel the *Provider*’s incorporation or registration or to dissolve the *Provider* as a legal entity; or

e) the *Provider* comes under one of the forms of external administration referred to in Chapter 5 of the *Corporations Act 2001* or equivalent provisions in other legislation, or an order has been made to place the *Provider* under external administration; or

f) the *Provider* ceases to be a registered training organisation as listed on the *National Register*; or

g) the *Secretary* makes a declaration, under subparagraph 3.5.3.2(b), that the *Provider* has ceased to provide the VET course of study.

3.5.3 **Other circumstances that may amount to ceasing to provide a VET course of study.**

3.5.3.1 If:

a) a *Provider* fails to comply with a statutory demand within the meaning of section 459F of the *Corporations Act 2001*; or

b) a *Provider* is unable to pay all of its debts when they become due; or

c) proceedings are initiated to obtain an order for a *Provider*’s winding up or any shareholder, member or director convenes a meeting to consider a resolution for the winding up of the *Provider*;

then the *Provider* must immediately notify the *Provider*’s VET tuition assurance administrators and the *Secretary* to that effect.
3.5.3.2 If the Secretary becomes aware (whether by notice under paragraph 3.5.3.1 or otherwise) that any of the events described in subparagraphs 3.5.3.1(a), 3.5.3.1(b) or 3.5.3.1(c) apply, or may apply, to a Provider, then:

a) the Provider must, within a period specified in writing by the Secretary, provide the Secretary with such information that the Secretary may reasonably request by notice in writing in relation to that event;

b) the Secretary may, after considering any information provided by the Provider under subparagraph 3.5.3.2(a), declare in writing that, for the purposes of this Chapter 3 of these Guidelines, the Provider has ceased to provide one or more VET courses of study specified in the declaration; and

c) the Secretary must give a copy of the declaration to the Provider and the Provider’s VET tuition assurance administrators.

3.6 PART 4: ADMINISTRATIVE AND ACTIVATION REQUIREMENTS

3.6.1 Statement of VET Tuition Assurance

3.6.1.1 A Provider must publish to all enrolling VET students a complete and unambiguous “statement of VET tuition assurance” explaining the VET tuition assurance requirements and the VET tuition assurance arrangement that is in place to meet the VET tuition assurance requirements for each of its VET courses of study.

3.6.1.2 Exempt providers must publish to all enrolling VET students a “statement of VET tuition assurance exemption” explaining the exemption/s they have been granted from complying with the VET tuition assurance requirements and what this means in the event the exempt provider ceases to provide the VET course(s) of study.

3.6.1.3 The method of publication to be used for both the statement of VET tuition assurance and the statement of VET tuition assurance exemption is to be determined by the Provider and may include printed handbooks, publication on the Provider’s web site, or any other method determined by the Provider which would bring the information to the attention of VET students and prospective VET students.

3.6.1.4 The Provider must also ensure that at enrolment, each enrolling VET student is provided with clear information about where either the statement of VET tuition assurance or the statement of VET tuition assurance exemption (whichever is applicable) may be obtained.

3.6.1.5 The statement of VET tuition assurance must explain to VET students that, if the Provider ceases to provide the VET course of study in which the VET student is enrolled, then:

a) the Provider has a VET tuition assurance arrangement in place to meet the VET tuition assurance requirements and the nature of that VET tuition assurance arrangement;

b) the VET student will have the choice of:

i) an offer of a place in a similar VET course of study which comprises VET units of study that meet the requirements of subclause 45(1) of Schedule 1A to the Act with a second
provider without any requirement to pay the second provider any VET tuition fee for any replacement units (the “VET course assurance option”); or

ii) a refund of their up-front VET tuition fee payments and/or a re-crediting of any FEE-HELP balance for any VET unit of study that the VET student was enrolled or commenced but did not complete because the Provider ceased to provide the VET course of study of which the unit forms part (an “affected unit”) (the “VET tuition fee repayment option”); and

c) if a VET student chooses the VET course assurance option:

i) the nature of the similar VET course of study which comprises VET units of study that meet the course requirements under subclause 45(1) of Schedule 1A to the Act that would be offered to VET students;

ii) the name of the second provider that would be providing this similar VET course of study;

iii) the qualification to which this similar VET course of study would lead and how much credit a VET student would receive for the VET units of study they have completed with the Provider towards the similar VET course of study [Note: This will be full credit unless otherwise approved by the Secretary under subparagraph 3.3.3(b)(iii)];

iv) that the tuition fees for VET units of study at the second provider may be different to the VET tuition fees VET students would have paid for VET units of study which were part of the VET course of study the Provider ceased to provide;

v) that VET students are not obliged to enrol in the VET course of study offered with the second provider under the VET course assurance option; and

vi) if the VET student elects to enrol with a subsequent VET provider that is not the second provider as provided for under subparagraph 3.6.1.5(c)(v), the subsequent VET provider is not obliged to offer the full amount of credit for the VET units of study the VET student completed with the Provider or to offer a replacement unit free of charge.

3.6.2 Information for VET tuition assurance administrators and the Commonwealth

3.6.2.1 The Provider must keep up-to-date enrolment information on VET students who are enrolled with the Provider. In addition, the second provider must keep up-to-date enrolment information on VET students who are enrolled in replacement units with the second provider. This information must include:

a) each VET student’s full name and contact details;

b) the name of the VET course of study and the VET unit(s) of study in which the person is currently enrolled;

c) the VET tuition fees for each VET unit of study in which the person is currently enrolled and the nature of that payment (i.e. up-front VET tuition fee payments and/or an amount of VET FEE-HELP assistance);
d) details of the VET unit(s) of study successfully completed with the Provider to date; and

e) for second providers, details of credits granted under subparagraph 3.3.3(b).

3.6.2.2 The Provider must ensure that, if its VET tuition assurance arrangement is activated, the information described in paragraph 3.6.2.1 can be given to the Commonwealth and, the Provider’s VET tuition assurance administrators.

3.6.2.3 The VET tuition assurance arrangement must provide that, if it is activated, each VET tuition assurance administrator must:

a) immediately seek to obtain the information described in paragraph 3.6.2.1 from the Provider; and

b) if such information is not readily available, make all reasonable efforts to fulfil the obligations it has assumed under the VET tuition assurance arrangement.

3.6.3 Written VET tuition assurance offer to VET students

3.6.3.1 The VET tuition assurance arrangement must provide that:

a) if the Provider ceases to provide a VET course of study that comprises VET units of study that meet the course requirements under subclause 45(1) of Schedule 1A to the Act, the VET tuition assurance administrator(s) for that course must provide a VET student, for that course and who is enrolled in that course, with written advice (the “written VET tuition assurance offer”), that he/she may choose either the VET course assurance option or the VET tuition fee repayment option;

b) where the VET tuition assurance administrator is a second provider referred to in subparagraph 3.3.1(b), the written VET tuition assurance offer must make a direct offer of enrolment as specified in subparagraph 3.6.1.5(c);

c) where the VET tuition assurance administrator is a VET course assurance TAS operator or a VET course guarantee operator, the written VET tuition assurance offer must name the course(s) and Second Provider(s), the VET student may choose to enrol in as specified in subparagraph 3.6.1.5(c);

d) where the VET tuition assurance administrator is a VET repayment TAS operator or VET repayment guarantor, the written VET tuition assurance offer must make a direct offer of repayment as specified in subparagraph 3.6.1.5(b)(ii);

e) the written VET tuition assurance offer must refer to, and enclose a copy of the Provider’s statement of VET tuition assurance referred to in paragraph 3.6.1.1, and, in relation to the Guidelines:

i) refer to www.comlaw.gov.au, from which an electronic copy of these Guidelines can be obtained; and

ii) include contact details of the Provider’s personnel from whom a copy of these Guidelines can be obtained;

f) the written VET tuition assurance offer must include directions that the VET student must follow in order to notify the Provider, the Provider’s
VET tuition assurance administrator(s) and the General Manager of the choice that the VET student has made under subparagraph 3.6.1.5(c) for each affected unit;

g) the written VET tuition assurance offer must completely and unambiguously comply with all of the requirements specified in paragraph 3.6.3; and

h) the VET tuition assurance administrator responsible for providing any written VET tuition assurance offer must do so within 20 business days after it knows, or should know by reasonable enquiries (including enquiries of the Provider and of the Department), that the Provider has ceased to provide the VET course of study.

3.7 EXEMPTION

3.7.1 Any body corporate seeking to be approved by the Minister as a VET provider, or any VET provider which considers that adequate grounds exist for it to be exempted from complying with the VET tuition assurance requirements under subclause 20(1) of Schedule 1A to the Act, should apply to the Minister in writing setting out those grounds.

3.8 REQUIREMENT FOR SECOND PROVIDERS UNDER LEGALLY BINDING VET COURSE ASSURANCE AGREEMENTS

3.8.1 A second provider must meet its obligations under the legally-binding agreement referred to in subparagraph 3.3.1(b) and the requirements placed on a second provider under this chapter of these Guidelines.

3.9 COMPLIANCE WITH THE VET TUITION ASSURANCE REQUIREMENTS FOR EXEMPT PROVIDERS

3.9.1 An exempt provider under subclause 20(2) of Schedule 1A to the Act, must keep up-to-date enrolment information on VET students who are entitled to VET FEE-HELP assistance under clause 43 of Schedule 1A to the Act and who are enrolled with the exempt provider as though it were a Provider, as specified in paragraph 3.6.2.1.
CHAPTER 4   VET QUALITY REQUIREMENTS

4.1   PURPOSE

4.1.1   This chapter specifies the requirements for VET quality and accountability under subclause 17(2) of Schedule 1A to the Act.

4.2   REQUIREMENTS FOR VET QUALITY AND ACCOUNTABILITY

4.2.1   For a body corporate to be approved it must be willing and able to meet and comply with, and a VET provider must continue to meet and comply with, the VET Quality Framework, specifically:

a)   the standards for the National VET Regulator for registered training organisations; and

b)   the Australian Qualification Framework for jurisdictions that are referring States under the NVR Act; and

c)   for jurisdictions that are non-referring States under the NVR Act the Australian Qualification Training Framework.
CHAPTER 5  VET FAIRNESS REQUIREMENTS

5.1 PURPOSE

5.1.1 This chapter specifies the VET fairness requirements for the purposes of subdivision 4-D of Schedule 1A to the Act relating to:

a) equal benefits and opportunity requirements;

b) student grievance and review requirements;

which a body corporate must be willing and able to meet to be approved as a VET provider and which a VET provider must comply with to maintain their approval as a VET provider.

5.2 EQUAL BENEFITS AND OPPORTUNITY REQUIREMENTS

5.2.1 A VET provider must treat equally and fairly all VET students and all individuals seeking to enrol in a VET unit of study with the VET provider.

5.2.2 A VET provider must have open, fair and transparent procedures that, in the VET provider’s reasonable view, are based on merit for making decisions about:

a) the selection, of persons who seek to enrol with the VET provider; and

b) the treatment of VET students undertaking a VET course of study.

5.2.3 Paragraph 5.2.1 does not prevent a VET provider taking into account:

a) education disadvantages that a particular person has experienced; or

b) the fact that the VET student may be enrolled in a VET restricted access arrangement.

5.2.4 For avoidance of doubt, if it is necessary to provide a particular benefit to a VET student in order for that student to receive equal and fair treatment (for example a scholarship) then this chapter does not prevent a VET provider from providing the student that particular benefit.

5.3 STUDENT GRIEVANCE AND REVIEW REQUIREMENTS

5.3.1 A VET provider must have a grievance procedure to deal with complaints about:

a) academic matters from the VET provider’s students;

b) non-academic matters from the VET provider’s students; and

c) non-academic matters from persons seeking to enrol with the VET provider in a VET course or unit of study.

5.3.2 Grievance procedures must include:

a) an arrangement for handling complaints, whether formal or informal, which is easily accessible to students without charge and which encourages timely resolution of complaints;

b) a process for lodging a formal complaint or appeal if the matter cannot be resolved informally;
c) a provision that each party may be accompanied and assisted by a third party at any relevant meeting;

d) an arrangement where the complainant or appellant is given a written statement of the outcome of the complaint, including full details of the reasons for the outcome;

e) specific and reasonable timelines for responses to each stage of the process;

f) the requirement to keep appropriate records of all grievances for at least five (5) years, and allow parties to the complaint appropriate access to these records;

g) a requirement that ensures that such records as required in paragraph (f) are treated as confidential; and

h) arrangements for a person or body independent of and external to the VET provider, that is established or nominated by the VET provider, to hear complaints or appeals arising from the VET providers internal procedure.

5.3.3 The VET provider must:

a) have a mechanism in place to implement the grievance procedure, including due consideration of any recommendations arising from external review;

b) ensure that the grievance procedure is complete, unambiguous, agreed to and ratified by the VET provider’s governing body;

c) not victimise or discriminate against any complainant or respondent;

d) have an arrangement for the internal investigation of complaints which remain unresolved by the grievance procedure outlined at paragraph 5.3.2;

e) have an arrangement where the internal investigation of unresolved complaints is undertaken by an independent and impartial senior officer of the VET provider who is nominated by the VET provider, or by a dedicated complaints committee or unit established by the VET provider; and

f) communicate the grievance procedure in writing to staff and train staff in its application.

5.4 PUBLISHING REQUIREMENT

5.4.1 A VET provider must publish and make publicly available its procedures that relate to this chapter of the Guidelines.
CHAPTER 6 DETERMINING AND PUBLISHING VET TUITION FEES

6.1 PURPOSE

6.1.1 This chapter specifies the:

a) periods over which VET units of study are provided or proposed to be provided for the purposes of clauses 27 and 28 of Schedule 1A to the Act;

b) matters to which a VET provider must not have regard when determining VET tuition fees under subclause 27(3) of Schedule 1A to the Act;

c) date before which a variation to a VET tuition fee must be made under subparagraph 27(4)(a)(i) of Schedule 1A to the Act;

d) circumstances in which a VET tuition fee may be varied under subparagraph 27(4)(a)(ii) of Schedule 1A to the Act; and

e) date by which a VET provider must publish the schedule of VET tuition fees for a particular period under paragraph 28(2)(b) of Schedule 1A to the Act.

6.2 PERIODS OVER WHICH VET UNITS OF STUDY ARE PROVIDED OR PROPOSED TO BE PROVIDED

6.2.1 For the purposes of subclauses 27(1), 28(1) and 28(2A) of Schedule 1A to the Act:

a) the first period of a year commences on the 1st of January, and ends on the 30th of June, of that year; and

b) the second period of a year commences on the 1st of July, and ends on the 31st of December, of that year.

6.2.2 The periods specified in paragraph 6.2.1 of these Guidelines are relevant also to paragraph 6.5.1 of these Guidelines.

6.3 MATTERS TO WHICH A VET PROVIDER MUST NOT HAVE REGARD WHEN DETERMINING VET TUITION FEES

6.3.1 When determining a VET tuition fee under subclause 27(2) of Schedule 1A to the Act for a VET unit of study a VET provider:

a) must not have regard to any matter related to the manner or timing of:

i) the VET student’s payment of the VET tuition fee to the VET provider for a VET unit of study; or

ii) the Commonwealth’s payment to the VET provider of any amount lent to the VET student in discharge of the student’s liability to pay the VET tuition fee for that VET unit of study;

b) and must not include the fee payable in respect of:

i) matters listed as prescribed at paragraph 7.2.1; or

ii) an organisation of students, or of students and other persons; or

iii) the provision to students of amenities or services that are not of an academic nature; or
iv) residential accommodation; or
v) special admissions tests;

c) a fee other than in regard to tuition, examination or payable to a VET provider by a student or person seeking to enrol; and
d) a fee other than a fee payable to a VET provider by a student in respect of granting of an award of a VET course of study.

6.4 VARYING VET TUITION FEES

6.4.1 A VET provider may only vary a VET tuition fee for a VET unit of study if:

a) the variation is:
   i) necessary in the VET provider’s opinion because of circumstances that did not apply at the time the VET tuition fee was determined; or
   ii) to correct an administrative error; and
b) the VET provider has advised the Department, in writing, of its intention to vary the VET tuition fee at least five (5) business days before making the variation; and

c) in the VET provider’s reasonable view, the variation:
   i) does not disadvantage a VET student enrolled, or a person seeking to enrol; and
   ii) the date is prior to the census date of the VET unit of study (the date ascertained under paragraph 27(4)(i) of Schedule 1A to the Act is the census date of the VET unit of study); or

d) in the VET provider’s reasonable view, the variation will disadvantage a VET student enrolled, or a person seeking to enrol, in the VET unit of study affected by the variation, and the date is more than two months before the earlier of:
   i) the date of commencement of the VET unit of study; and
   ii) the last date that a person can enrol in the VET unit of study without incurring a late enrolment fee.

6.4.2 Without limiting subparagraph 6.4.1(d) of these Guidelines, a VET student or person will be disadvantaged by a variation that increases the VET tuition fee.

6.4.3 The requirements specified in paragraph 6.4.1 do not apply to courses offered under a VET restricted access arrangement.

6.5 DATE BY WHICH A VET PROVIDER MUST PUBLISH A SCHEDULE OF VET TUITION FEES

6.5.1 For the purposes of paragraph 28(2)(b) of Schedule 1A to the Act, a VET provider must publish a schedule of VET tuition fees for a VET unit of study, that meets the course requirements under subclause 45(1) of Schedule 1A to the Act; by the:

a) 1 of April of each year for a VET unit of study with a census date in the second period of the same year; and
b) 1 of October of each year for a VET unit of study with a census date in the first period of the next year; or

c) as otherwise approved in writing by the Secretary.

6.5.2 Paragraph 6.5.1 does not apply to a VET unit of study being undertaken only through a VET restricted access arrangement.

6.5.3 In relation to replacement schedules under subclause 28(3) of Schedule 1A to the Act, a VET provider must publish the replacement schedule no later than ten (10) business days after making the variation.

6.5.4 Where the Minister has approved a variation to a VET tuition fee, the VET provider must publish the replacement schedule no later than ten (10) business days after the day the Minister gives approval for the variation.
CHAPTER 7  VET FEES

7.1 PURPOSE

7.1.1 This chapter sets out, for the purposes of subclause 27A(c) of Schedule 1A to the Act, the requirements relating to the matters or things for which fees may be charged.

7.2 MATTER OR THINGS FOR WHICH FEES MAY BE CHARGED

7.2.1 A fee for a VET unit of study or a VET course of study is of a kind that is incidental to studies that may be undertaken with a VET provider if it falls into any one or more of the following categories:

a) it is a charge for a good or service that is not essential to the VET course of study;

b) it is a charge for an alternative form of access to an essential good or service of the VET course of study, that is otherwise made readily available at no additional cost by the VET provider;

c) it is a charge for an essential good or service that the student pays directly to the VET provider which the student has the choice of acquiring from a supplier other than the VET provider and is for:

i) equipment or items which become the physical property of the student and are not consumed during the VET course of study; or

ii) food, transport and accommodation costs associated with the provision of field trips that form part of the VET course of study; and

d) it is a fine or a penalty provided it is imposed by the VET provider principally as a disincentive and not in order to raise revenue or cover administrative costs.

7.3 FEES FOR VET COURSES OF STUDY

7.3.1 A VET provider must not charge a person a fee for a VET course of study that exceeds the sum of the person’s VET tuition fees for all of the VET units of study undertaken with the VET provider by the person as part of that VET course of study.

7.4 REPAYMENT OF VET TUITION FEES

7.4.1 A VET provider must repay to a person any upfront VET payment of his or her VET tuition fee for a VET unit of study that the person made on or before the census date for the VET unit of study if the person is no longer enrolled in the VET unit of study at the end of the census date.

7.4.2 The obligation on the VET provider to repay to a person under subclause 7.4.1 arises immediately upon the person ceasing to be enrolled in the VET unit of study, a VET provider must not require a person to apply for the repayment.
7.4.3 Paragraph 7.4.1 does not apply if:

a) the person is no longer enrolled in the VET unit of study at the end of the census date because the VET provider has ceased to provide the VET unit of study as a result of ceasing to provide the VET course of study of which the VET unit of study formed part; and

b) the VET tuition assurance requirements applied to the VET provider at the time the VET provider ceased to provide the VET unit of study; and

c) the person chose the option designated under those requirements as VET course assurance in relation to the VET unit of study.