



VET Guidelines 2015

made under Clause 99(1) of Schedule 1A to the

Higher Education Support Act 2003

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About this compilation

This compilation

This is a compilation of the VET Guidelines 2015 that shows the text of the law as amended and in force on 01/07/15 (the *compilation date*).

This compilation was prepared on 07/07/15.

The notes at the end of this compilation (the *endnotes*) include information about amending laws and the amendment history of provisions of the compiled law.

Uncommenced amendments

The effect of uncommenced amendments is not shown in the text of the compiled law. Any uncommenced amendments affecting the law are accessible on ComLaw (www.comlaw.gov.au). The details of amendments made up to, but not commenced at, the compilation date are underlined in the endnotes. For more information on any uncommenced amendments, see the series page on ComLaw for the compiled law.

Application, saving and transitional provisions for provisions and amendments

If the operation of a provision or amendment of the compiled law is affected by an application, saving or transitional provision that is not included in this compilation, details are included in the endnotes.

Modifications

If the compiled law is modified by another law, the compiled law operates as modified but the modification does not amend the text of the law. Accordingly, this compilation does not show the text of the compiled law as modified. For more information on any modifications, see the series page on ComLaw for the compiled law.

Self-repealing provisions

If a provision of the compiled law has been repealed in accordance with a provision of the law, details are included in the endnotes.

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CHAPTER 1 INTERPRETATION

- 1.1 In these *VET Guidelines*, unless the contrary intention appears, terms used have the same meaning as in the *Act*.
- 1.2 Terms in these *VET Guidelines* that are in italics have the meanings given in paragraph 1.3 of these *VET Guidelines*.

- 1.3 In these *VET 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 3.6.5(b)(ii) of these *VET Guidelines*

agent has the meaning given in paragraph 4.6.2 of these *VET Guidelines* and includes but is not limited to brokers, marketing agents, contractors, sub-contractors and third parties.

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

census date means the date after which a VET student incurs a debt for the VET unit of study in which they are enrolled

Department means the department that administers these *VET Guidelines*

eligible state or territory means a state or territory that has an agreed implementation plan with the Commonwealth in place to meet Schedule 4, Key Requirements in relation to the VET FEE-HELP Scheme, as required by the *National Partnership Agreement on Skills Reform*

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

full fee-paying student has the meaning given in paragraph 6.2.1 of these *VET Guidelines*

Manager means the person holding, occupying, or performing the duties of the position of *General Manager*, or an equivalent position, within the *Department* responsible for the administration of VET FEE-HELP

National Partnership Agreement on Skills Reform is the *National Partnership Agreement on Skills Reform* signed by the Council of Australian Governments on 13 April 2012

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 *NVETR Act*

notice means a notice entitled 'Commonwealth Assistance Notice', as specified in chapter 9 of these *VET Guidelines*

NVETR Act means the *National Vocational Education and Training Regulator Act 2011*

Prohibited Inducement has the meaning given in clauses 4.4.3 and 4.4.4.

published census dates has the meaning given in paragraph 7.6.1 of these *VET Guidelines*, and may be a specific date, or as referenced by the VET provider

published VET tuition fees has the meaning given in paragraph 7.6.1 of these *VET Guidelines*

referring state has the same meaning given by the *NVETR Act*

replaced unit means a VET unit of study in which the VET student was enrolled with a VET 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 VET provider

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

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

Standards for NVR Registered Training Organisations has the same meaning given by the *NVETR Act*

statement of VET tuition assurance is the statement described in paragraph 3.6.1 of these *VET Guidelines*

statement of VET tuition assurance exemption is the statement described in paragraph 3.6.2 of these *VET Guidelines*

state training authority means the relevant state or territory department that administers vocational education and training in that state or territory

subsidised student has the meaning given in paragraph 6.2.2 of these *VET Guidelines*

subsidising state or territory has the meaning given in subparagraph 6.2.2(b) of these *VET Guidelines*

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

VET course assurance option means the VET tuition assurance option referred to in paragraph 3.6.5(b) and more fully described in paragraph 3.3 of these *VET Guidelines*

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

VET FEE-HELP loan fee means the 20 per cent fee applied to a VET FEE-HELP loan for the purposes of subsection 137-18(2) to the *Act*

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

VET repayment TAS operator has the meaning given in subparagraph 3.4.1(a) of these *VET 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 entities identified in paragraphs 3.3.1 or 3.4.1

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 *VET Guidelines*

VET tuition fee repayment option means the VET tuition assurance option referred to in subparagraph 3.6.5(b)(ii) of these *VET 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 3.6.9(a) of these *VET Guidelines*

CHAPTER 2 SPECIFIED KINDS OF BODIES

2.1 PURPOSE

- 2.1.1 This chapter sets out, for the purposes of clause 6(1A) of Schedule 1A to the *Act*:
- a) the kinds of bodies that may be approved as a VET provider under clause 6(1A) of Schedule 1A to the *Act*;
 - b) the requirements that a body must comply with to be approved under clause 6(1A) of Schedule 1A to the *Act*.

2.2 SPECIFIED KINDS OF BODIES

- 2.2.1 The kinds of bodies that may be approved as VET providers in accordance with clause 6(1A) of Schedule 1A to the *Act*, include those bodies established to provide vocational education and training under the following legislation:
- a) Australian Capital Territory: *Canberra Institute of Technology Act 1987*;
 - b) New South Wales: *Technical and Further Education Commission Act 1990*;
 - c) Queensland: *TAFE Queensland Act 2013*;
Vocational Education, Training and Employment Act 2000;
 - d) South Australia: *TAFE SA Act 2012*;
 - e) Victoria: *Education and Training Reform Act 2006*;
 - f) Western Australia: *Vocational Education and Training Act 1996*;
 - g) Tasmania: *Training and Workforce Development Act 2013*.

2.3 COMPLIANCE WITH VET GUIDELINES

- 2.3.1 A body that is specified under paragraph 2.2 of these *VET Guidelines*, is for the purposes of these *VET Guidelines* taken to be a body corporate for the following provisions:
- a) chapter 3 except for subparagraphs 3.3.1(c), 3.4.1(c) and 3.5.2(c)(i);
 - b) paragraph 4.3.1; and
 - c) chapter 5.

CHAPTER 3 TUITION ASSURANCE

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 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*, concerning the collection of information about VET students who are enrolled in VET units of study with the *exempt provider*; and
 - e) re-crediting FEE-HELP in the instance that a VET student withdraws from a replacement unit under special circumstances.

3.2 VET TUITION ASSURANCE

- 3.2.1 The VET tuition assurance requirements have four parts:
- a) Part 1: VET Course Assurance Requirements;
 - b) Part 2: VET Tuition Fee Repayment Requirements;
 - c) Part 3: General Requirements; and
 - d) Part 4: Administrative and Activation Requirements.
- 3.2.2 In order to be approved as a VET provider, and in order to maintain approval, the body, if it is not an *exempt provider*, must satisfy the Secretary that it complies in every respect, with all four parts of the VET tuition assurance requirements.
- 3.2.3 If a VET 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).
- 3.2.4 In this chapter a reference to VET provider includes a body corporate that was previously a VET provider.

3.3 PART 1: VET COURSE ASSURANCE REQUIREMENTS

- 3.3.1 The VET 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 VET 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 meets 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 VET provider is approved as a VET provider.

3.3.3 If the VET 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 VET provider as part of that VET course of study:
 - i) full credit towards the same or a comparable qualification; or

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- ii) if the Secretary agrees, in relation to a submission from the *second provider*, that the course, or its components, that the VET 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 VET 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 VET 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 VET 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 VET 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

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- 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 VET 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 *business days* after receiving notification from the VET 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 VET 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 VET provider in discharge of the VET student's VET tuition fee for the VET unit of study.

3.5 PART 3: GENERAL REQUIREMENTS

Corporate separation

- 3.5.1 Subject to paragraph 3.5.2, the relationship between a VET 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*.
- 3.5.2 If at any time the relationship between a VET provider and any of its *VET tuition assurance administrators* ceases to meet the requirements of paragraph 3.5.1, then the VET 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, 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;
- b) detailed reasons explaining why the VET provider and the *VET tuition assurance administrator* are prevented from changing the relationship between them so as to comply with paragraph 3.5.1; and
- c) details of any alternative arrangements proposed to apply between the VET 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, the VET 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.

Meaning of “ceases to provide a VET course of study”

3.5.3 For the purposes of this chapter of the *VET Guidelines*, a VET 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 VET 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 VET provider and the person enrolled in the VET course of study to undertake a suitable alternative VET course of study; or

- b) the VET 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 VET 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 VET provider or proceedings are taken to cancel the VET provider's incorporation or registration or to dissolve the VET provider as a legal entity; or
- e) the VET 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 VET provider under external administration; or
- f) the VET provider ceases to be a registered training organisation as listed on the National Register under the *NVETR Act*; or
- g) the Secretary makes a declaration, under subparagraph 3.5.5(b), that the VET provider has ceased to provide the VET course of study.

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

3.5.4 If:

- a) a VET provider fails to comply with a statutory demand within the meaning of section 459F of the *Corporations Act 2001*; or
- b) a VET provider is unable to pay all of its debts when they become due; or
- c) proceedings are initiated to obtain an order for a VET provider's winding up or any shareholder, member or director convenes a meeting to consider a resolution for the winding up of the VET provider;

then the VET provider must immediately notify the VET provider's *VET tuition assurance administrators* and the Secretary to that effect.

3.5.5 If the Secretary becomes aware (whether by notice under paragraph 3.5.4 or otherwise) that any of the events described in subparagraphs 3.5.4(a), 3.5.4(b) or 3.5.4(c) apply, or may apply, to a VET provider, then:

- a) the VET 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 VET provider under subparagraph 3.5.5(a), declare in writing that, for the purposes of this chapter 3 of these VET Guidelines, the VET provider has ceased to provide one or more VET courses of study specified in the declaration; and

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- c) the Secretary must give a copy of the declaration to the VET provider and the VET provider's *VET tuition assurance administrators*.

3.6 PART 4: ADMINISTRATIVE AND ACTIVATION REQUIREMENTS

Statement of VET tuition assurance

- 3.6.1 A VET 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 for each of its VET courses of study.
- 3.6.2 *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.
- 3.6.3 Both the *statement of VET tuition assurance* and the *statement of VET tuition assurance exemption* are to be published on the VET provider's website.
- 3.6.4 The VET 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.
- 3.6.5 The *statement of VET tuition assurance* must explain to VET students that, if the VET provider ceases to provide the VET course of study in which the VET student is enrolled, then:
- a) the VET 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 VET provider ceased to provide the VET

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- 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* and the VET Provider’s *tuition assurance administrator* is a *second provider* or a *VET course assurance guarantor*:
- 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 VET 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)(ii)];
 - 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 VET 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 3.6.5(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 VET provider or to offer a *replacement unit* free of charge.
- d) if a VET student chooses the *VET course assurance option* and the VET provider’s *tuition assurance administrator* is a *VET course assurance TAS operator*:
- i) the name of the *VET course assurance TAS operator*;
 - ii) 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 VET provider ceased to provide;

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- iii) 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
 - iv) if the VET student elects to enrol with a subsequent VET provider that is not the *second provider* as provided for under subparagraph 3.6.5(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 VET provider or to offer a *replacement unit* free of charge.

Information for *VET tuition assurance administrators* and the Commonwealth

- 3.6.6 The VET provider must keep up-to-date enrolment information on VET students who are enrolled with the VET 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 VET provider to date; and
 - e) for *second providers*, details of credits granted under subparagraph 3.3.3(b).
- 3.6.7 The VET provider must ensure that, if its VET tuition assurance arrangement is activated, the information described in paragraph 3.6.6 can be given to the Commonwealth and, the VET provider's *VET tuition assurance administrators*.
- 3.6.8 The VET tuition assurance arrangement must provide that, if it is activated, each *VET tuition assurance administrator* will:
- a) immediately seek to obtain the information described in paragraph 3.6.6 from the VET 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.

Written VET tuition assurance offer to VET students

3.6.9 The VET tuition assurance arrangement must provide that:

- a) if the VET 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 3.6.5(c);
- c) where the *VET tuition assurance administrator* is a *VET course assurance guarantor*, 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 3.6.5(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 3.6.5(b)(ii);
- e) the *written VET tuition assurance offer* must refer to, and enclose a copy of the VET provider’s *statement of VET tuition assurance* referred to in paragraph 3.6.1, and, in relation to the *VET Guidelines*:
 - i) refer to where an electronic copy of the *VET Guidelines* can be obtained; and
 - ii) include contact details of the VET provider’s personnel from whom a copy of these *VET 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 VET provider, the VET provider’s *VET tuition assurance administrator(s)* and the *General Manager* of the choice that the VET student has made under subparagraph 3.6.5(b) for each *affected unit*;
- g) the *written VET tuition assurance offer* must completely and unambiguously comply with all of the requirements specified in paragraph 3.6.9; 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 VET provider and of the *Department*), that the VET 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 *VET 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 VET provider, as specified in paragraph 3.6.6.

3.10 STUDENTS WITHDRAWING FROM REPLACEMENT UNITS UNDER SPECIAL CIRCUMSTANCES

- 3.10.1 If the *second provider* receives an application from any person under paragraph 46(2)(d) of Schedule 1A to the *Act* in relation to a *replacement unit* which meets the course requirements under subclause 45(1) of Schedule 1A to the *Act*, and in which the person is enrolled with a *second provider*, the *second provider* must:
- a) immediately notify the VET provider and the *General Manager* of the application;
 - b) ensure that the up-to-date information kept by it under paragraph 3.6.6 of these *VET Guidelines* can be accessed by the Commonwealth and, in order to effectively meet its obligations under the arrangements, the VET provider's *VET tuition assurance administrators*;
 - c) deal with the application in accordance with subclause 50(1) of Schedule 1A to the *Act*; and
 - d) immediately after having dealt with the application, notify the persons referred to in subparagraph 3.10.1(a) as to whether, in respect of the

replacement unit it is satisfied that the requirements of subclause 46(2) of Schedule 1A to the *Act* are met.

Note: Under subclause 46(3) of Schedule 1A to the *Act*, the Secretary may act for certain purposes where the relevant VET provider is unable to do so, in which case the Secretary may give the notice referred to in subparagraph 3.10.1(d).

3.10.2 If a notice under subparagraph 3.10.1(d) of these *VET Guidelines* states that the *second provider* is satisfied that the requirements of subclause 46(2) of Schedule 1A to the *Act* are met:

- a) the *second provider* and the persons referred to in subparagraph 3.10.1(a) must liaise and do all things reasonably necessary to effect re-crediting of the VET student's FEE-HELP balance in relation to the *replaced unit* within 20 *business days* after the VET provider receives the notice; and
- b) the VET provider must immediately after the re-crediting has been effected, notify its *VET repayment TAS operator* or *VET repayment guarantor* (whichever is applicable) to that effect.

Note: Under subclause 46(3) of Schedule 1A to the *Act*, the Secretary may effect the re-crediting if the relevant VET provider is unable to do so, in which case the Secretary may give the notice referred to in subparagraph 3.10.2(b).

CHAPTER 4 – QUALITY AND ACCOUNTABILITY

4.1 PURPOSE

- 4.1.1 This chapter specifies the requirements relating to:
- a. VET quality and accountability under subclause 13(f) of Schedule 1A to the *Act*; and
 - b. VET quality requirements under subclause 17(2) of Schedule 1A to the *Act*.

4.2 REQUIREMENTS FOR VET QUALITY AND ACCOUNTABILITY – VET FINANCIAL VIABILITY

- 4.2.1 In order for a body specified under chapter 2 of these *VET Guidelines* to satisfy the VET quality and accountability requirements, the body must have in place a financial guarantee provided by the state or territory government of the jurisdiction in which the body has been established.
- 4.2.2 For a body corporate to be approved and for a VET provider to continue to meet and comply with the VET quality and accountability requirements, the body corporate or VET provider must comply with the *Department's* financial viability requirements.

4.3 REQUIREMENTS FOR VET QUALITY

- 4.3.1 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 requirements for VET quality, specifically:
- a. the *Standards for NVR Registered Training Organisations*; and
 - b. the Australian Qualifications Framework for jurisdictions that are *referring states* under the *NVETR Act*; or
 - c. for jurisdictions that are *non-referring states* under the *NVETR Act* the *Australian Quality Training Framework*.

4.4 REQUIREMENTS FOR VET QUALITY AND ACCOUNTABILITY – RESTRICTIONS ON THE USE OF INDUCEMENTS IN VET ENROLMENTS

- 4.4.1 The purpose of these VET quality and accountability requirements is to enable prospective students to select a VET provider based on considerations of quality and price of training offered by the VET provider.
- 4.4.2 A VET provider must not:

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- a. offer, provide or publicise any Prohibited Inducements;
 - b. engage or encourage any other person to offer, provide or publicise any Prohibited Inducements; or
 - c. enrol a person in a VET unit or VET course of study, unless the VET provider is satisfied on reasonable grounds that the person was not offered a Prohibited Inducement in respect of that VET unit or VET course of study.

4.4.3 For the purpose of clause 4.4, a Prohibited Inducement means anything that acts as an incentive to attract a person to enrol in a VET unit or VET course of study for which Commonwealth assistance is available, other than:

- a. the content and quality of the VET unit or VET course of study;
- b. the cost of the VET unit of study, subject to clause 4.4.4(a);
- c. allowing a student the use of an item, but only while the student is participating in the VET unit of study, provided:
 - i. having regard to the learning objectives and outcomes of the VET unit of study, use of the item is required or necessary to enable completion of the VET unit of study; and
 - ii. all students participating in the VET unit of study are allowed use of such items;
- d. the provision of information or advice about Commonwealth assistance being available in respect of the VET unit of study or VET course of study.

4.4.4 For the purpose of clause 4.4, a Prohibited Inducement includes, but is not limited to, the offer or the provision of (whether to the student or to a third party) any of the following:

- a. any discount or reduction in the cost of the VET unit or VET course is conditional upon the person identifying other prospective students;
- b. an electronic device (e.g. tablets, iPads, mobile phones, Wi-Fi, computers and including associated software licences) before or after unit/course completion;
- c. services such as travel, entertainment, hospitality or accommodation;
- d. vouchers redeemable for food, goods or services;
- e. cash payments, payment of points and premiums, including prizes, bonuses or awards given for free or at reduced price;
- f. the opportunity to win items such as computers, including when nominal eligibility conditions are attached; and
- g. any item not required for educational delivery.

4.5 REQUIREMENTS FOR VET QUALITY AND ACCOUNTABILITY – MARKETING OF VET FEE HELP

- 4.5.1 The purpose of these VET quality and accountability requirements is to ensure that advice and information about the availability of VET FEE-HELP assistance for a VET course of study or VET unit/s of study is marketed accurately and fairly, allowing a student to make enrolment and payment decisions with clear understanding of their rights and obligations.
- 4.5.2 A VET provider or its agents must not at any time including at the time of initial contact with a prospective student:
- a) market a VET course of study or VET unit/s of study as:
 - i. free; or
 - ii. without obligation to repay; or
 - iii. in any other way which would mislead a person into believing that VET FEE-HELP assistance is not a loan to be repaid by the person to the Commonwealth; and
 - b) market the availability of a VET FEE-HELP loan for a VET course of study or VET unit/s of study, the VET FEE-HELP scheme, or VET FEE-HELP as government funded.
- 4.5.3 A VET provider or its agents must not advise a person about the likelihood of their future repayments of VET FEE-HELP loans (for example, that the person will never reach the salary threshold to pay back the loan to the Commonwealth).
- 4.5.4 A VET provider or its agents must ensure that any information they provide about VET FEE-HELP is accurate and up-to-date.
- 4.5.5 For the purpose of these VET Guidelines, any conduct or acts undertaken by an agent are taken to have been undertaken by the VET provider.

4.6 REQUIREMENTS FOR VET QUALITY AND ACCOUNTABILITY – AGENTS

- 4.6.1 The purpose of these VET quality and accountability requirements is to ensure that VET providers are responsible for the actions of their agents.
- 4.6.2 For the purpose of these VET Guidelines an agent is any person who acts for financial gain or other benefit on behalf of the VET provider to:
- a) market or promote the VET provider's VET courses of study;
 - b) recruit persons to apply to enrol in the VET provider's VET courses of study;
 - c) provide information and/or advice on the VET provider's VET courses of study;
 - d) provide information and/or advice on the VET FEE-HELP scheme;

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- e) accept an application to enrol from, or enrolls, any person on the VET provider's behalf;
 - f) refer a person to a VET provider for the purposes of enrolling in a VET course of study or VET unit/s of study; or
 - g) provide career counselling to a person on the VET provider's behalf.

4.6.3 A VET provider must enter into a written agreement with its agents.

4.6.4 A VET provider must ensure that its written agreement with each agent specifies the following:

- a) responsibilities and requirements the agent must meet and comply with in carrying out activities for, or on behalf of, the VET provider. These responsibilities and requirements must include, but are not limited to, requiring that the agent:
 - i. acts in a manner that is consistent with the VET provider's obligations under the Act, the VET Guidelines and other applicable legislation, and that the agent gives an undertaking to that effect;
 - ii. does not sub-contract to any person, the agent's role as set out in the written agreement;
 - iii. identifies himself or herself as an agent to each and every person the agent approaches on behalf of the VET provider;
 - iv. provides to each and every person approached, on behalf of the VET provider:
 - A. the name of the VET provider that the prospective student's name would be referred to;
 - B. the VET course of study to which the referral relates;
 - C. disclosure that the agent will receive a fee or commission if the person were to enrol with the VET provider; and
 - v. provides full, accurate and up-to-date information about VET FEE-HELP.
- b) processes the VET provider will use for monitoring the activities of the agent;
- c) termination conditions; and
- d) remuneration and/or fees to be paid to the agent by the VET provider.

4.6.5 A VET provider must publish a list of all agents with which it has, or has had, a written agreement, in a readily accessible location on its website including periods of currency of the written agreement with the agent in accordance with paragraph 4.6.6.

4.6.6 A VET provider must maintain a record of all agreements with its agent(s) for a minimum of five years.

4.6.7 A VET provider must retain all documentation required by this paragraph 4.6 including full details of the names, contact details and arrangements in place with its agent/s and must make these records available to the Minister in the time, form and manner as directed by the Minister.

4.7 REQUIREMENTS FOR VET QUALITY AND ACCOUNTABILITY – PROVISION OF INFORMATION

4.7.1 The purpose of these VET quality and accountability requirements is to ensure that persons seeking to enrol in a VET course of study are fully informed of the fees that apply to any VET course of study and to ensure clarity of the responsibilities, obligations and rights of a student who requests a VET FEE-HELP loan so as not to mislead students as to the availability or nature of VET FEE-HELP.

4.7.2 Prior to enrolment a VET provider must give each prospective student the following information:

- a) all information required to be provided under Standard 5 of the Standards for Registered Training Organisations (RTOs) 2015;
- b) the person's options for paying their tuition fees including the following payment options:
 - i. up-front payment; or
 - ii. Government loan through the VET FEE-HELP scheme including eligibility criteria; or
 - iii. any other options;
- c) the tuition fees that are covered by a VET FEE-HELP loan, including whether a loan fee will apply and if so the amount, and any other fees that may be incurred that will not be covered by a VET FEE-HELP loan;
- d) the location of the published tuition fees, published census dates, and published withdrawal policy and procedures;
- e) information on the VET-FEE HELP scheme including that:
 - i. VET FEE-HELP assistance is a loan from the Commonwealth;
 - ii. the loan will remain as a personal debt obligation until it is repaid to the Commonwealth;
 - iii. the loan may affect (by reducing) the person's take-home (after-tax) wage or salary until the debt is repaid, and may affect the borrowing capacity of the person until the debt is repaid to the Commonwealth;
 - iv. the signed *Request for Commonwealth Assistance* form applies to a loan for the entire VET course of study,

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- charged on a unit by unit basis, unless the student pays some of the tuition fees;
 - v. census date(s) will apply to each of the VET units of study in which the person enrolls, with the student taking out a loan for any tuition fees that remain unpaid at the end of each census date;
 - vi. a student may cancel their enrolment by:
 - A. withdrawing from each VET unit of study on or before the census date; and
 - B. in accordance with the provider's withdrawal policy;
 - vii. withdrawal will result in the student:
 - A. not incurring a VET FEE-HELP debt; and/or
 - B. receiving a refund for any up-front tuition fee payments made on or before the census date; and
 - viii. a student may wish to seek independent financial advice prior to applying for a VET FEE-HELP loan.

4.7.3 A VET provider must:

- a) retain, for a period of not less than five years, a record of all information provided to the person seeking to enrol and access a VET FEE-HELP loan including the information referred to in paragraph 4.7.2; and
- b) must make these records available to the Minister in the time, form and manner directed by the Minister.

4.8 VET QUALITY AND ACCOUNTABILITY – BARRIERS TO WITHDRAWAL

- 4.8.1 The purpose of these VET quality and accountability requirements is to allow students to withdraw from a VET unit of study on or before the census date.
- 4.8.2 A VET provider must not have financial, administrative or other barriers that would result in a student not being able to withdraw from a VET unit of study on or before the census date.
- 4.8.3 If, on or before a census date, a student gives notice to the VET Provider that he or she wishes to withdraw from a VET unit of study or cancel his or her enrolment in the VET unit of study or VET course of study or cancel their request for Commonwealth assistance, the VET provider must ensure the student is not enrolled in that VET unit of study or VET course of study from the time of notification.
- 4.8.4 If a student withdraws from a VET unit of study, the provider must not enrol that student in subsequent unit/s of study without written instructions from the student and the provider must have a process in place for the student to select, initiate or request enrolment in subsequent VET unit/s of study.

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- 4.8.5 A VET provider must publish on its website and make readily available its withdrawal procedures.
- 4.8.6 A VET provider must not charge a student any fine, penalty or fee to allow the student to withdraw from a VET unit of study as set out in paragraph 8.2.1 (d) of these VET Guidelines.

CHAPTER 5 STUDENT FAIRNESS

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) VET 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 VET student to receive equal and fair treatment (for example a scholarship) then this chapter does not prevent a VET provider from providing the VET 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 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 is given a written statement of the outcome of the complaint, including full details of the reasons for the outcome;
- e) a process for lodging an appeal with an independent 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;
- f) an arrangement where the appellant is given a written statement of the outcome of the appeal, including full details of the reasons for the outcome;
- g) 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 unresolved appeals arising from the VET providers internal procedure;
- h) specific and reasonable timelines for responses to each stage of the process;
- i) the requirement to keep appropriate records of all grievances for at least five years, and allow parties to the complaint appropriate access to these records; and
- j) a requirement that ensures that such records as required in subparagraph 5.3.2(i) are treated as confidential.

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 review of complaints lodged under the grievance procedure outlined at paragraph 5.3.2;

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- e) have an arrangement where the internal review of unresolved complaint must be 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 on its website and make publicly available its procedures that relate to this chapter of the *VET Guidelines*.

CHAPTER 6 STUDENT ENTITLEMENT

6.1 PURPOSE

- 6.1.1 This chapter sets out other requirements relating to VET student entitlement to VET FEE-HELP assistance for a VET unit of study under paragraph 43(1)(i) of Schedule 1A to the *Act*.

6.2 STUDENTS ENTITLED TO VET FEE-HELP ASSISTANCE

- 6.2.1 A ***full fee-paying student*** means a VET student enrolled in a VET course of study for which the VET provider does not receive any funding from a State, Territory or the Commonwealth in relation to the VET student's enrolment in that VET course of study.

- 6.2.1A A ***full fee-paying student*** is only entitled to VET FEE-HELP assistance for a VET unit of study if the unit forms part of a VET course of study that leads to a qualification of:

- a) VET diploma; or
- b) VET advanced diploma; or
- c) VET graduate certificate; or
- d) VET graduate diploma.

- 6.2.2 A ***subsidised student*** means a VET student:

- a) who is enrolled with a VET provider in a VET course of study;
- b) for whom the VET provider receives funding from a state or territory (the "***subsidising state or territory***") in relation to the VET student's enrolment in that VET course of study;
- c) who is a *subsidised student* by the *subsidising state or territory*; and
- d) who receives a loan of VET FEE-HELP assistance at 100 per cent of the loan (the lesser percentage).

Note: The "lesser percentage" of the loan is provided for under subsection 137-18(2) of the *Act*.

- 6.2.3 A ***subsidised student*** is only entitled to VET FEE-HELP assistance for a VET unit of study if the unit:

- a) forms part of a VET course of study that leads to an award of VET diploma or VET advanced diploma; and
- b) the VET student is enrolled in, is a VET unit of study in the *subsidising state or territory*; and

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- c) the *subsidising state or territory* is:
- i) an *eligible state or territory* and the *eligible state or territory* has implemented subsidised training requirements for VET FEE-HELP in accordance with the implementation plan under the *National Partnership Agreement on Skills Reform*; or
 - ii) South Australia; or
 - iii) Victoria.

CHAPTER 7 TUITION FEES AND CENSUS DATES

7.1 PURPOSE

7.1.1 This chapter specifies the:

- a) periods for the purposes of clauses 27, 28 and 67 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) conditions by which *census dates* are determined for VET units of study for the purposes of clause 67 of Schedule 1A to the *Act*;
- d) date after which a variation to a VET tuition fee must not be made under subparagraph 27(4)(a)(i) of Schedule 1A to the *Act*;
- e) date after which a variation to a *published census date* must not be made under subparagraph 67(4)(a)(i) of Schedule 1A to the *Act*;
- f) circumstances in which a VET tuition fee or *census date* may be varied under subparagraph 27(4)(a)(ii) and subparagraph 67(4)(a)(ii) of Schedule 1A to the *Act*; and
- g) date by which a VET provider must publish the schedule of VET tuition fees and *census dates* for a particular period under paragraph 28(2)(b) and subclause 67(3) of Schedule 1A to the *Act*.
- h) form in which a VET provider must give the Minister a schedule of tuition fees under paragraphs 28(1)(a), 28(1)(b), 28(2A)(a) and 28(2A)(b) of Schedule 1A to the *Act*.

7.2 PERIOD OVER WHICH VET UNITS OF STUDY ARE PROVIDED OR PROPOSED TO BE PROVIDED

7.2.1 For the purposes of subclauses 27(1), 28(1), 28(2A) and 67(1) of Schedule 1A to the *Act*, the period commences on the earliest enrolment date for the VET unit of study as determined by the VET provider and ends on the completion date for the VET unit of study as determined by the VET provider.

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

7.3.1 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:

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- 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 VET 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 8.2.1; 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 VET student or person seeking to enrol; and
 - d) a fee other than a fee payable to a VET provider by a VET student in respect of granting of an award of a VET course of study.

7.4 DETERMINING A CENSUS DATE

- 7.4.1 For the purposes of subclause 67(2) of Schedule 1(A) to the *Act*, the date determined to be the census date must not occur less than 20 per cent of the way between the VET unit of study commencement date as determined by the VET provider and completion date as determined by the VET provider.

7.5 VARYING VET TUITION FEES AND CENSUS DATES

- 7.5.1 For the purposes of paragraph 27(4)(a) and paragraph 67(4)(a) of Schedule 1(A) to the *Act*, a VET provider may only vary a *published VET tuition fee* and/or a *published census date* for a VET unit of study if the variation occurs prior to the *published census date* for the VET unit of study, and
- a) the variation does not disadvantage a VET student enrolled, or a person seeking to enrol; and
 - b) the variation is necessary to correct the *published VET tuition fee* and/or the *published census date* due to administrative error or circumstances that did not apply at the time the VET tuition fee or *census date* was determined.
- 7.5.2 Without limiting the generality of subparagraph 7.5.1(a) of these *VET Guidelines*, a VET student or person will be disadvantaged by a variation

that increases the *published VET tuition fee* and/or brings the *published census date* forward in time for a VET unit of study.

7.5.3 The requirements specified in paragraph 7.5.1 do not apply to courses offered under a VET restricted access arrangement.

7.5.4 Where a VET Provider has varied:

- a) a VET tuition fee; or
- b) census dates;

the VET provider must:

- c) give the Minister a schedule of VET tuition fees, as a replacement schedule in accordance with subclause 28(3) of Schedule 1A to the *Act*; or
- d) publish the varied census date in accordance with subclause 67(5) of Schedule 1A to the *Act*;

by publishing the replacement schedule, or varied census dates, on the VET provider's website as soon as practicable after making that decision.

7.6 DATE BY WHICH AND MANNER IN WHICH A VET PROVIDER MUST PUBLISH A SCHEDULE OF VET TUITION FEES AND CENSUS DATES

7.6.1 In accordance with paragraph 28(2)(b) and subclause 67(3) of Schedule 1A to the *Act*, a VET provider must publish a schedule of VET tuition fees ("**published VET tuition fees**") and *census dates* ("**published census dates**") for VET units of study on the VET provider's website on or before the earliest enrolment dates as determined by the VET provider for the VET units of study; and

7.6.2 The published census dates must be published at a readily accessible location on the VET provider's website that does not require a person to provide log-in information to the VET provider or its agent/s.

7.7 THE FORM IN WHICH A VET PROVIDER MUST GIVE THE MINISTER A SCHEDULE OF VET TUITION FEES

7.7.1 For the purposes of paragraph 28(1)(a) and paragraph 28(1)(b) of Schedule 1A to the *Act* a VET provider gives the Minister a schedule of VET tuition fees by publishing the schedule at a readily accessible location on the VET provider's website that does not require a person to provide log-in information to the VET provider or its agent/s.

7.7.2 For the purposes of paragraph 28(2A)(a) and paragraph 28(2A)(b) of Schedule 1A to the *Act*, a VET provider gives the Minister a schedule of VET

tuition fees under a VET restricted access arrangement by making the schedule available to all students enrolled, or persons eligible to enrol, under the VET restricted access arrangement, on or before the earliest enrolment dates as determined by the VET provider for the VET units of study.

CHAPTER 8 FEES

8.1 PURPOSE

- 8.1.1 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.

8.2 MATTER OR THINGS FOR WHICH FEES MAY BE CHARGED

- 8.2.1 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 VET student pays directly to the VET provider which the VET student may acquire from a supplier other than the VET provider and is for:
 - i) equipment or items which become the physical property of the VET 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 and it is not imposed as a fine or penalty to withdraw from a VET unit of study.

8.3 FEES FOR VET COURSES OF STUDY

- 8.3.1 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.

8.4 REPAYMENT OF VET TUITION FEES

- 8.4.1 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.

- 8.4.2 The obligation on the VET provider to repay to a person under paragraph 8.4.1 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.
- 8.4.3 Paragraph 8.4.1 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.

CHAPTER 9 COMMONWEALTH ASSISTANCE NOTICE TO STUDENTS

9.1 PURPOSE

- 9.1.1 This chapter specifies the *notice* requirements under clause 64 of Schedule 1A to the *Act*.

9.2 INFORMATION THAT A NOTICE MUST CONTAIN

- 9.2.1 The *notice* must include the title 'Commonwealth Assistance Notice'.
- 9.2.2 For each VET unit of study, the *notice* must include the following information for each person's enrolment:
- a) the person's name;
 - b) the name of the VET provider;
 - c) the person's student identification number as issued by the VET provider;
 - d) the person's Commonwealth Higher Education Student Support Number (CHESSN);
 - e) the VET unit(s) and VET course(s) of study in which the person is enrolled with the VET provider;
 - f)) the VET unit(s) of study identification code(s);
 - g) the *census date(s)* of the VET unit(s) of study;
 - h) the VET tuition fee amount(s) of the VET unit(s) of study;
 - i) the amount(s) of up-front VET tuition fee payment, as applicable;
 - j) the amount(s) of VET FEE-HELP assistance;
 - k) the amount(s) of the *VET FEE-HELP loan fee*; and
 - l) the amount(s) of VET FEE-HELP debt.
- 9.2.3 Where the information required under subparagraph 9.2.2(g) is identical in respect of all of the VET units of study to which the *notice* applies, that information may be provided for once in the *notice*.
- 9.2.4 A *notice* must prominently display the following statements:

“It is your responsibility to ensure that you have sufficient FEE-HELP balance to cover the VET FEE-HELP amounts indicated in this notice. You are eligible for the amounts of VET FEE-HELP assistance contained in this notice only if you have sufficient FEE-HELP balance to cover those amounts.”

and

“The information regarding Commonwealth assistance contained in this notice is correct only insofar as you have correctly advised this VET provider of your entitlement to that assistance under the *Higher Education Support Act 2003*.”

- 9.2.5 A *notice* must include information on the person’s right, under subclauses 65(2) to 65(4) of Schedule 1A to the *Act*, to request the correction of information contained in the *notice*.

9.3 PERIOD WITHIN WHICH A NOTICE MUST BE GIVEN

- 9.3.1 A *notice* must be given within 28 days of the *census date* indicated in the *notice* under subparagraph 9.2.2(g).

CHAPTER 10 ELECTRONIC COMMUNICATION

10.1 PURPOSE

10.1.1 This chapter sets out the requirements:

- a) under subclause 70(1) of Schedule 1A to the *Act*, for information technology requirements for the electronic communication of information and documents between VET students and VET providers;
- b) under subclause 70(2) of Schedule 1A to the *Act*, for electronic communication from a VET student to a VET provider, for:
 - i) identification of the VET student in an electronic form; and
 - ii) methods that may be used by VET students to identify themselves, and indicate their approval of the information communicated.

10.2 INFORMATION TECHNOLOGY REQUIREMENTS

10.2.1 Where the *Act* requires or permits a notice, or other document, to be given by a VET student to a VET provider and that information is given by way of facsimile, email, web-based communication or any other form of electronic communications specified by the VET provider, the information system used for providing that information must be:

- a) accessible by the VET student. An information system is accessible by the VET student if the VET provider has:
 - i) informed the VET student that the communication in question will occur by electronic means using the information system; and
 - ii) given the VET student the authority to use the information system;
- b) secure, so that a VET student's information can be accessed only by persons authorised by the VET student;
- c) able to store the notice, document or information so that it is readily accessible to the VET student;
- d) accessible in respect of requests for Commonwealth assistance under Schedule 1A to the *Act* where, in the case of a VET student submitting an electronic request for Commonwealth assistance:
 - i) the VET provider must supply the VET student with a student identification number for use when submitting a request for Commonwealth assistance; and
 - ii) the system must automatically generate a date field on the request; and

-
- e) able to generate a printable receipt for the VET student.
- 10.2.2 Where the *Act* requires or permits a notice, or other document, to be given by a VET provider to a VET student and that information is given by way of facsimile, email, web-based communication or any other form of electronic communications specified by the VET provider, the information must be given in accordance with the following requirements:
- a) the VET student is directly informed that the communication in question will occur by electronic means;
 - b) the VET student is given authority to use an information system for generating, sending, receiving, storing or otherwise processing the electronic communication; and
 - c) the information system stores the notice, document or information sent to the VET student so that it is readily accessible by the VET student.

10.3 ELECTRONIC COMMUNICATION REQUIREMENTS

- 10.3.1 Where a VET student is required to provide an electronic communication to a VET provider that is required to be signed, the VET provider must have in place a method the VET student can use to identify himself or herself in the communication and to indicate his or her approval of the information communicated.
- 10.3.2 Where a VET student is required under Schedule 1A to the *Act* to provide a signature to a VET provider and the VET student acts in accordance with a method allowed for in paragraph 10.3.1 of these *VET Guidelines*, the VET student is taken to have met that requirement.
- 10.3.3 A method that a VET student can use to identify himself or herself may involve the VET student using a student identification number issued to the VET student by the VET provider. In relation to issuing a student identification number to a VET student, a VET provider must:
- a) first verify the identity of the person to whom the student identification number is to be issued; and
 - b) take all reasonable precautions to ensure that there is no unauthorised access to, or use of, the student identification number; and
 - c) ensure that the VET student is advised that, apart from the VET provider's obligations under subparagraphs 10.3.3(a) and 10.3.3(b), the VET student is personally responsible for protecting the student identification number.

CHAPTER 11 SPECIFIED VET QUALIFICATIONS FOR THE TRIAL TO EXTEND VET FEE-HELP TO SPECIFIED CERTIFICATE IV QUALIFICATIONS

11.1 PURPOSE

11.1.1 For the purposes of giving effect to the Trial to Extend VET FEE-HELP to Specified Certificate IV Qualifications, and only for the duration of that Trial, this chapter sets out:

- a) specified qualifications that meet the extended definition of “VET qualification” as that term is used in Schedule 1A to the Act;
- b) requirements regarding VET courses of study provided by bodies applying to be approved as VET providers;
- c) entitlement requirements for VET students; and
- d) the expiration of this Chapter 11.

11.2 SPECIFIED QUALIFICATIONS

11.2.1 A qualification set out in Schedule 1 to this Chapter 11 is specified as a VET qualification for the purpose of paragraph (e) of the definition of the term “VET qualification” in Schedule 1A to the Act, if the qualification is delivered by a body that:

- a) is an approved VET provider;
- b) receives funding from a *subsidising State or Territory* (as that term is defined in paragraph 6.2.2(b) of these *VET Guidelines*) for *subsidised students* completing the qualification; and
- c) in addition to the qualification, the body offers at all times, at least one VET course of study that leads to a qualification of:
 - (i) VET diploma; or
 - (ii) VET advanced diploma; or
 - (iii) VET graduate certificate; or
 - (iv) VET graduate diploma.

11.2.2 For the avoidance of doubt, if a qualification specified in accordance with paragraph 11.2.1 is superseded by another qualification (a replacement qualification), both the superseded, and the replacement qualification are taken to be specified in accordance with paragraph 11.2.1.

11.3 STUDENTS ENTITLED

- 11.3.1 A VET student is eligible for VET FEE-HELP assistance in respect of a VET unit of study for a VET qualification specified in accordance with paragraph 11.2.1 only if the student is:
- a) a *subsidised student* as defined in paragraph 6.2.2;
and
 - b) entitled to VET FEE-HELP assistance under subparagraphs 6.2.3(b) and (c) of these *VET Guidelines*.

11.4 EXPIRATION

- 11.4.1 This chapter expires on 31 December 2016, such that:
- a) clauses 11.1 to 11.4 no longer have effect after that date; and
 - b) a VET unit of study that is not completed by this date is not included within the qualifications specified in paragraph 11.2.1.

Note: only those VET units of study that are commenced, and end (as determined by the VET provider at time of enrolment) before 31 December 2016, will be eligible to be included within the Trial.

SCHEDULE 1 SPECIFIED QUALIFICATIONS

For the purposes of paragraph 11.2.1, the qualifications listed in Column 1 of the following table are specified qualifications for bodies and students in the States and Territories listed in Column 2 of the table.

Specified Qualifications	State or Territory
(A) Certificate IV in Accounting as described in the Financial Services Training Package (B) Certificate IV in Aged Care as described in the Community Services Training Package (C) Certificate IV in Disability as described in the Community Services Training Package (D) Certificate IV in Engineering as described in the Metal and Engineering Training Package (E) Certificate IV in Youth Work as described in the Community Services Training Package	State of South Australia
(A) Certificate IV in Agriculture as described in the Agriculture, Horticulture and Conservation and Land Management Training Package (B) Certificate IV in Building and Construction (Building) as described in the Construction Plumbing and Services Training Package (C) Certificate IV in Competitive Systems and Practices as described in the Sustainability Training Package (D) Certificate IV in Disability as described in the Community Services Training Package (E) Certificate IV in Training and Assessment as described in the Training and Education Training Package	State of Victoria

Specified Qualifications	State or Territory
(A) Certificate IV in Aged Care as described in the Community Services Training Package (B) Certificate IV in Disability as described in the Community Services Training Package (C) Certificate IV in Building and Construction (Building) as described in the Construction Plumbing and Services Training Package (D) Certificate IV in Engineering as described in the Metal and Engineering Training Package (E) Certificate IV in Small Business Management as described in the Business Services Training Package	State of Queensland
(A) Certificate IV in Aged Care as described in the Community Services Training Package (B) Certificate IV in Disability as described in the Community Services Training Package (C) Certificate IV in Community Services Work as described in the Community Services Training Package (D) Certificate IV in Youth Work as described in the Community Services Training Package (E) Certificate IV in Education Support as described in the Community Services Training Package	State of Western Australia
(A) Certificate IV in Aged Care as described in the Community Services Training Package (B) Certificate IV in Agriculture as described in the Agriculture, Horticulture and Conservation and Land Management Training Package (C) Certificate IV in Disability as described in the Community Services Training Package (D) Certificate IV in Information Technology Networking as described in the Information and Communications Technology Training Package (E) Certificate IV in Travel and Tourism as described in the Tourism, Travel and Hospitality Training Package	State of New South Wales

Endnotes

Endnote 1—About the endnotes

The endnotes provide information about this compilation and the compiled law.

The following endnotes are included in every compilation:

Endnote 1—About the endnotes

Endnote 2—Abbreviation key

Endnote 3—Legislation history

Endnote 4—Amendment history

Endnotes about misdescribed amendments and other matters are included in a compilation only as necessary.

Abbreviation key—Endnote 2

The abbreviation key sets out abbreviations that may be used in the endnotes.

Legislation history and amendment history—Endnotes 3 and 4

Amending laws are annotated in the legislation history and amendment history.

The legislation history in endnote 3 provides information about each law that has amended (or will amend) the compiled law. The information includes commencement details for amending laws and details of any application, saving or transitional provisions that are not included in this compilation.

The amendment history in endnote 4 provides information about amendments at the provision (generally section or equivalent) level. It also includes information about any provision of the compiled law that has been repealed in accordance with a provision of the law.

Misdescribed amendments

A misdescribed amendment is an amendment that does not accurately describe the amendment to be made. If, despite the misdescription, the amendment can be given effect as intended, the amendment is incorporated into the compiled law and the abbreviation “(md)” added to the details of the amendment included in the amendment history.

If a misdescribed amendment cannot be given effect as intended, the amendment is set out in the endnotes.

Endnote 2—Abbreviation key

A = Act	orig = original
ad = added or inserted	par = paragraph(s)/subparagraph(s) /sub-subparagraph(s)
am = amended	pres = present
amdt = amendment	prev = previous
c = clause(s)	(prev...) = previously
C[x] = Compilation No. x	Pt = Part(s)
Ch = Chapter(s)	r = regulation(s)/rule(s)
def = definition(s)	Reg = Regulation/Regulations
Dict = Dictionary	reloc = relocated
disallowed = disallowed by Parliament	renum = renumbered
Div = Division(s)	rep = repealed
exp = expires/expired or ceases/ceased to have effect	rs = repealed and substituted
F = Federal Register of Legislative Instruments	s = section(s)/subsection(s)
gaz = gazette	Sch = Schedule(s)
LI = Legislative Instrument	Sdiv = Subdivision(s)
LIA = <i>Legislative Instruments Act 2003</i>	SLI = Select Legislative Instrument
(md) = misdescribed amendment	SR = Statutory Rules
mod = modified/modification	Sub-Ch = Sub-Chapter(s)
No. = Number(s)	SubPt = Subpart(s)
o = order(s)	<u>underlining</u> = whole or part not commenced or to be commenced
Ord = Ordinance	

Endnote 3—Legislation history

Endnote 3—Legislation history

Name	FRLI registration	Commencement	Application, saving and transitional provisions
VET Guidelines 2015	F2015L00430	1 April 2015	-
Amendment No. 1 to the VET Guidelines 2015	F2015L00999	1 July 2015 for items 1, 5-11, 14-16, 18 <u>1 January 2016 for items 2-4, 12-13, 17, 19</u>	-

Endnote 4—Amendment history

Endnote 4—Amendment history

Provision affected	How affected
Chapter 1, paragraph 1.3	am F2015L00999
Chapter 4, paragraph 4.4.3 (d)	rs F2015L00999
Chapter 4, paragraph 4.4.4	am F2015L00999
Chapter 4, paragraph 4.4.3 (b)	am F2015L00999
Chapter 4, paragraph 4.4.1 and 4.4.1.1	rep F2015L00999
Chapter 4, paragraph 4.4	ad F2015L00999
Chapter 4, paragraph 4.5	ad F2015L00999
Chapter 4, paragraph 4.6	ad F2015L00999
Chapter 4, paragraph 4.7	ad F2015L00999
Chapter 4, paragraph 4.8	ad F2015L00999
Chapter 7, paragraph 7.6.1	am F2015L00999
Chapter 7, paragraph 7.6.2	ad F2015L00999
Chapter 7, paragraph 7.7.1	rs F2015L00999
Chapter 8, paragraph 8.2.1 (d)	am F2015L00999