

Statement of Tuition Assurance and Tuition Protection Service

Scope

This policy applies to Kaplan International Languages in Australia (each a “School” and collectively the “Schools”):

- Sydney – Kaplan International English (Australia) Pty Ltd (ABN 31 003 631 043) trading as *Kaplan International Sydney*
- Melbourne/Adelaide – Kaplan International (Melbourne & Adelaide) Pty Ltd (ABN 90 129 017 385) trading as *Kaplan International Melbourne* and *Kaplan International Adelaide*
- Perth – Kaplan International (Perth) Pty Ltd (ABN 76 079 200 212) trading as *Kaplan International Perth*
- Brisbane – Kaplan International (Brisbane) Pty Ltd (ABN 81 097 629 073) trading as *Kaplan International Brisbane*

Purpose

Tuition Assurance protects the interest of current and intending students of Kaplan International Languages courses that lead to a certificate of achievement in that it ensures students are given a suitable alternative course or have their course fees refunded if the School cannot provide the course for which the student has paid.

The School also conforms to the requirements of the Tuition Protection Service (TPS) established by the Australian Government for overseas students which is part of the Education Service for Overseas Students (ESOS) Assurance Fund established under Section 45 of the *Education Services for Overseas Students (ESOS) Act 2000*.

Statement of Tuition Assurance

Introduction

Tuition assurance protects students in the event a course of study provided by Kaplan International Languages ceases to be provided after it starts but before it is completed.

As an accredited training provider of ELICOS courses, Kaplan International Languages must meet the tuition assurance requirements or be exempt from those requirements.

This statement sets out the arrangements for tuition assurance that apply and Kaplan International Languages' obligations.

If any changes occur to the proposed arrangements outlined below, a revised statement will be provided on the School's website and advised to all students that have enrolled in the intervening period.

What happens if the School(s) ceases to provide a course of study?

Information for affected Students

The School will notify affected students in writing that a course of study is no longer provided within two (2) working days after it ceases to provide the course.

As soon as practicable, the School will also update its website to reflect that the course is no longer being delivered and to give students information about the tuition assurance arrangements.

Affected students may choose either course assurance arrangements or apply to Kaplan International Languages for a re-credit of their course fees balance, if applicable.

Course Assurance

The Commonwealth Department of Education (the Department) or a consultant engaged by the Department, will work with affected students to identify a replacement course and arrange for students to be placed with an alternative, suitable provider.

Replacement courses must meet the following requirements:

- the course must lead to the same or comparable certificate of achievement to the original course;
- the mode of delivery of the replacement course must be the same as or, with the student's consent, similar to the mode of delivery for the original course;
- the location where the replacement course is primarily delivered must be reasonable, having regard to the cost of, and the time required for, a student's travel; and
- the student will not incur additional fees that are unreasonable and will be able to attend the replacement course without unreasonable impacts on the student's prior commitments.

Affected students will be offered a replacement course and may seek a review about whether the course offered to them meets the requirements for replacement courses.

A student who accepts the replacement course offered will not be required to pay the alternative provider for the replacement components of the replacement course. However, the fees payable

for the remainder of the replacement course may be different from the fees payable for the original course.

The student will also receive course credits for parts of the original course successfully completed by the student, as evidenced by a copy of a certificate of achievement issued by the course provider.

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

If an affected student enrolls in a course that is not a replacement course, the student may be required to pay additional tuition fees, and might not receive the course credits the student would have received if the student had enrolled in a replacement course.

Statement of Tuition Protection Service (TPS)

Information for Overseas Student Visa Holders

The Tuition Protection Service (TPS) is an initiative of the Australian Government to assist overseas student visa holders whose education providers are unable to fully deliver their course of study. The TPS ensures that international students are able to either:

- Complete their studies in another course or with another education provider or
- Receive a refund of their unspent tuition fees.

If the Schools cannot deliver the course a student has paid for, the TPS will help the student to find another course with minimal disruption to their studies. The TPS will use an online placement service to give the student all the information they need so they understand their options and can choose an alternative course that best suits them. Support in using the system will be available to students if they need it.

If a student is unable to find a suitable alternative course, the TPS will refund the tuition fees that have been paid, for the part of the course that they have not yet received. Further information regarding the TPS can be found currently at the following link:

<https://tps.gov.au/Home>

Record Keeping

While the School is required to keep records of students' information, it is suggested best practice for all students to retain copies of assessments, records of certificates of achievement that they receive from the School.

Relevant Legislation

As a registered education provider, the School(s) operate(s) under strict laws and regulations. Policies and procedures are in place to ensure compliance with such laws.

Education Services for Overseas Students Act 2000 (ESOS Act 2000) – Section 45
<https://www.legislation.gov.au/Details/C2017C00292>

National Code of Practice for Providers of Education and Training to Overseas Students
 2018 <https://www.legislation.gov.au/Details/F2017L01182>

ELICOS Standards 2018 <https://www.legislation.gov.au/Details/F2017L01349>

Related Policies

Following policies relate to the Statement of Tuition Assurance and Tuition Protection Service:

- Grievances, Complaints and Appeals Policy
- Refund Policy

These policies can be found on the School's website currently at following link:
<https://www.kaplaninternational.com/terms-and-conditions>

Version Control and Accountable Officers

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

Policy Category		Finance/Operations		
Responsible Officer(s)		Principal Executive Officer		
Implementation Officer(s)		Regional Director Academic, Operations Support Manager ANZ		
Review Due Date:		June 2021		
Approved by:				
Principal Executive Officer				
Version	Authored by	Brief Description of the changes	Date Approved	Effective Date
1.0	Kaplan Australia Quality, Regulations and Standards Team	New policy and procedure.	19.05.2020	02.06.2020