

# RULES

## OF THE TAFE DIRECTORS AUSTRALIA TUITION ASSURANCE SCHEME - NVR

For Non-TAFE RTOs to meet the requirements of Standard 7 of  
*Standards for Registered Training Organisations (RTOs) 2015*

---

## DEFINITIONS

---

<b>Agreement</b>	means the Agreement between the Australian Skills Quality Authority and TAFE Directors Australia Incorporated for approval of a tuition assurance scheme.
<b>ASQA</b>	means the Australian Skills Quality Authority, the National VET Regulator established under section 155 of the NVR Act and able to be known by that name by virtue of regulations made under subsection 155(2).
<b>Ceases to provide a VET course of study</b>	means, in relation to a TDA TAS - NVR Member:- <ol style="list-style-type: none"><li>a) if a course does not start on;<ol style="list-style-type: none"><li>i. the date the course was scheduled to start;</li><li>ii. a later date that has been agreed between the TDA TAS - NVR Member and the learner(s) enrolled in the course; or</li></ol></li><li>b) the TDA TAS - NVR Member commences providing the course to a person and then, before the person has completed the course, ceases to provide that course (for any reason); or</li><li>c) ASQA has suspended or revoked approval of the TDA TAS - NVR Member as a VET provider under the NVR Act; or</li><li>d) the TDA TAS - NVR Member's incorporation or registration as a legal entity is dissolved or</li><li>e) the TDA TAS - NVR Member 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 TDA TAS - NVR Member under an external administration; or</li><li>f) the TDA TAS - NVR Member ceases to have its name included, or to own or control a business name that is included on the official national register of information on courses, qualifications, Training Packages, competency standards and training organisations (NTIS) or ceases to be a registered training organisation by decision of a relevant state or territory registering body.</li></ol>
<b>Displaced Learner</b>	means a learner of a TDA TAS - NVR Member which ceases to provide a VET course of study in which the learner is enrolled.
<b>Learner</b>	means a person being trained and/or assessed by a registered training organisation for the purpose of issuing AQF certification documentation and includes a person who has prepaid fees in excess of a total of \$1500 (being the threshold prepaid fee amount) in expectation of being so trained/or assessed.
<b>Learner Placement Committee</b>	means the committee established by Rule 9.
<b>National Register</b>	means the online database ( <a href="http://www.training.gov.au">www.training.gov.au</a> ) which contains the registration details of registered training organisations and information relating to training packages, qualifications, courses and units of competency including for the purposes of section 216 of the NVR Act.
<b>NVR</b>	means the National VET Regulator established under section 155 of the NVR Act (known as ASQA).
<b>NVR Act</b>	means the <i>National Vocational Education and Training Regulator Act 2011</i> .

<b>NVR Standards</b>	means the Standards for NVR Registered Training Organisations (made under section 185 of the NVR Act), including the <i>Standards for Registered Training Organisations 2015</i> made by the Minister on 20 October 2014 to take effect variously on 1 January 2015 and 1 April 2015 (being the version referenced in this Agreement and the authorised full text of which can be found at <a href="http://www.comlaw.gov.au/Details/F2014L01377">http://www.comlaw.gov.au/Details/F2014L01377</a> ).
<b>Placement Offer</b>	means a written offer to be made to a learner for course tuition assurance.
<b>Provider</b>	means a registered training organisation who is a member of the TDA TAS.
<b>Refund</b>	means a refund to learners of their pre-paid fees for any VET unit of study that the learner commences or plans to commence but does not complete because a TDA TAS - NVR Member ceases to provide the VET course of study of which the units forms part, above the threshold prepaid fee amount.
<b>RTO</b>	means a training organisation listed on the National Register as a registered training organisation including an NVR registered training organisation (as defined in section 3 of the NVR Act).
<b>Rules</b>	means the Rules of the TAFE Directors Australia Tuition Assurance Scheme the terms of which are set out in Schedule 2 of the Agreement and hereby presented as the Rules of the TDA TAS - NVR (Protection of pre-paid Fees).
<b>TAS</b>	means a Tuition Assurance Scheme.
<b>TDA</b>	means TAFE Directors Australia Incorporated.
<b>TDA TAS - NVR</b>	means the TAFE Directors Australia Tuition Assurance Scheme for protection of pre-paid learner fees.
<b>TDA TAS – NVR Administrator</b>	means a person appointed by the TDA TAS - NVR subcommittee to assist it in the management and operation of the TDA TAS - NVR.
<b>TDA TAS - NVR Member</b>	means a RTO who is accepted by TDA as a member of the TDA TAS - NVR.
<b>TDA TAS Sub-Committee</b>	means the sub-committee (comprising TDA appointees) established by Rule 7.
<b>TDA TAS</b>	means TAFE Directors Australia Tuition Assurance Scheme.
<b>VET</b>	means vocational education and training.

## OVERVIEW

---

TAFE Directors Australia Tuition Assurance Scheme (TDA TAS – NVR) offers course assurance and tuition fee repayment assurance for National VET Registrar (NVR) registered RTOs which collect fees in advance from individual learners, where this fee is greater than the threshold prepaid fee amount prescribed in the Standards for Registered Training Organisations (RTOs) 2015.

These rules apply to TDA TAS - NVR. Separate rules are available for TDA TAS – HE and TDA TAS - VET which apply to Higher Education and Vocational Education and Training providers who are VET FEE-HELP and FEE-HELP approved providers.

Under the Scheme -

TDA:

- a) operates TDA TAS - NVR for compliance with NVR Standards <https://www.legislation.gov.au/Details/F2014L01377> (the Standards) relating to pre-paid Learner fees in accordance with its Agreement with the Australian Skills Quality Authority (ASQA) for the benefit of TAS Members and their eligible learners to ensure that eligible learners can access the VET course assurance benefit or, if an equivalent course cannot be found, can be paid a refund of any pre-paid fees for services yet to be delivered above the threshold pre-paid fee amount; and
- b) ensures that the TAS is supported by and overseen in its operations by the TDA TAS Sub-Committee acting for and on behalf of the TDA Board of Directors; and
- c) at all times meet its obligations to learners as specified in its Agreement with ASQA.

TDA TAS – NVR Members will support the operation of the TAS by meeting their requirements for Fee Protection as described in:

- a) Schedule 6 of Attachment A to the Standards; and
- b) these Rules

In the event of any inconsistency between these Rules and any provision in the NVR Standards, the latter will prevail to the extent of that inconsistency.

These Rules provide the operating framework and requirements which TDA TAS - NVR members must adhere to to gain and retain membership.

## 1 APPLICATION of RULES

---

These Rules apply to any RTO other than a Government Entity or an Australian university registered with the Commonwealth Government VET regulator. RTOs are only required to protect prepaid fees from individual learners and prospective learners. These requirements do not apply, for example, where an employer engages an RTO to provide training and/or assessment to its staff.

TDA TAS - NVR Members are required to become familiar with the requirements and operation of tuition assurance as set out in Clause 7.3 of the Standards.

TDA TAS - NVR Members are required to be both aware of, and maintain a familiarity with, the requirements and operation of the TAS, specifically its procedures applying to learner course assurance, and, where necessary, refund of any pre-paid fees for services yet to be delivered above the threshold pre-paid fee amount.

## **2 MEMBERSHIP FEES**

---

Each TDA TAS - NVR Member shall pay such membership fees as are prescribed by the TDA Board from time to time and provide such information as the Board may require to assess an application for TDA TAS - NVR membership or continuation of that membership.

## **3 PROVIDING INFORMATION**

---

On joining the TDA TAS - NVR and when reviewing membership each year, every TDA TAS - NVR Member is required to provide to the Administrator details regarding the number of learners enrolled in each VET course or unit covered under the TDA TAS - NVR for the current academic year, in such a form as the TDA Chief Executive Officer, contactable at PO Box 707 Broadway NSW 2007, may request.

## **4 MEMBERSHIP OF TDA TAS - NVR**

---

Membership of the TDA TAS - NVR (Protection of pre-paid Learner Fees) is restricted to such RTOs as are categorised under the 'All other RTOs' section of Schedule 6 of Attachment A to the NVR Standards and who may be approved by TDA for membership of the TAS. Members may only be expelled or suspended from the TAS in accordance with the provisions of the TDA Inc Rules (Constitution).

## **5 EFFECT OF EXPULSION OR SUSPENSION**

---

A TDA TAS - NVR Member who is expelled or suspended from TDA is not entitled to a refund of its TAS Membership fees. In addition to the provisions for expulsion and suspension provided for in the TDA Rules, grounds for expulsion or suspension of TAS Members include any failure to comply with their obligations under the NVR Standards. TDA will inform ASQA of any expulsion or suspension of a TAS Member and will continue to provide appropriate protection for all learners enrolled with the expelled or suspended member as at the date of such expulsion or suspension.

## **6 NOTIFICATION TO TDA**

---

A TDA TAS - NVR Member which ceases to provide a VET course of study must immediately notify ASQA and TDA at the time it does so.

## **7 TDA TAS SUB-COMMITTEE**

---

- (a) The Board will appoint a TDA TAS Sub-Committee to implement and oversee the operation of the TAS. The Sub-Committee will appoint a person as the Administrator, and will establish learner placement committees as the need arises..
- (b) The TDA TAS Sub-Committee will be comprised of a majority of people who do not represent TDA TAS - NVR Members.
- (c) The TDA TAS Sub-Committee will review all activities of the learner placement committee to manage any conflicts of interests for placement committee members. The TDA TAS Sub-Committee will also review its own activities to manage any conflicts of interests for Sub-Committee members.

## **8 IMPLEMENTATION BY TDA TAS SUB-COMMITTEE**

---

The Sub-Committee will at all times implement these rules in accordance with the provisions of the TDA Agreement with ASQA.

## **9 VET PLACEMENT / REFUND SUB-COMMITTEE**

---

If a TAS Member ceases to provide a VET course of study, the TDA TAS Sub-Committee will appoint a learner placement committee to ensure compliance with the provisions of the ASQA Agreement and these Rules. The TDA TAS Sub-Committee may also appoint such further learner committees as it determines are necessary to implement and operate the TAS.

Members of learner placement committees must declare all actual or perceived conflicts of interest (in relation to their role as members of any learner placement committee) to the TDA TAS Sub-Committee and manage those conflicts of interest as directed by the Sub-Committee.

## **10 ROLE OF ADMINISTRATOR**

---

The Administrator will liaise, on behalf of the TDA TAS Sub-Committee, with relevant government agencies (including ASQA), and any external controller of a TAS Member and any other relevant persons.

## **11 ROLE OF THE LEARNER PLACEMENT COMMITTEE**

---

The Learner Placement Committee will:-

- 11.1 arrange a meeting of displaced learners to advise them of:-
  - (a) their rights under the NVR Standards to be placed in another course of equivalent standard in a geographically close location so as to receive the full services for which a learner has pre-paid at no additional cost to the learner or, if an equivalent course cannot be found, the learner will be paid a refund of any pre-paid fees for services yet to be delivered above \$1500 being the threshold fee amount); and
  - (b) the process whereby the placement will be effected.
- 11.2 issue a written course tuition assurance offer to learners in accordance with the requirements of the ASQA Agreement, subject that any such offer shall be indicative only, with final decision on placement not made until consultation with the learner.

## **12 ACCEPTANCE OF A TUITION ASSURANCE OFFER**

---

When a learner accepts a VET course tuition assurance offer, the learner must provide the TAS Member offering placement with an irrevocable direction to the liquidator, administrator, receiver or external controller of the previous provider, or other holder of the learner's prepaid fees, requiring that person to account to the member providing placement for any VET tuition fees held on behalf of the learner.

## **13 FAILURE TO ACCEPT AN OFFER**

---

If a displaced learner refuses to accept a VET Tuition Assurance Offer within a reasonable time (but not more than 30 days) the learner placement committee will not make another written VET course tuition assurance offer to that learner unless special circumstances justify it doing so.

## **14 COPIES OF OFFERS**

---

A copy of each accepted VET course tuition assurance offer will be given to ASQA, the learner (where necessary) and the TAS Member accepting that learner and a copy will be retained by the TDA.

## **15 COMPLIANCE WITH RULES**

---

A displaced learner must abide by the rules of the TAS Member in respect of which he/she has accepted a tuition assurance offer of course placement, other than a rule relating to payment of a tuition fee for any replacement unit. A copy of the enrolment rules and conditions of the TAS member shall be made available to the learner at the time such VET course tuition assurance offer of placement is made.

## **16 ACCEPTANCE OF DISPLACED LEARNER**

---

Once a TAS member is notified that a tuition assurance offer of course placement has been made and accepted for a place at that member's institution, the member must accept the displaced learner unless the displaced learner has failed to agree or to agree to abide by the member's rules (with which they have been provided), or the member can provide evidence of special circumstances that indicate the placement with the member would not be in the best interests of the displaced learner (in which case a VET course tuition assurance offer of placement will be made with another TAS member).

TDA TAS Members are obliged to accept displaced students from another TDA TAS Member that has ceased to provide a course of study and is no longer trading. Neither the TAS nor the student will be charged for incomplete units of study for which the student has paid.

## **17 COSTS CONSEQUENCES**

---

TDA may require a TAS Member to contribute towards the costs of any learner relocations or placements which may become necessary as a consequence of that TAS Member ceasing to provide a VET course of study.

## **18 CONDITIONS FOR PROVIDING FEE REFUNDS**

---

If a learner placement committee determines that no equivalent course available online or at a geographically suitable location, the learner so affected shall be advised and be entitled to a refund of any pre-paid fees above the \$1,500 threshold for which the services have not been delivered,, such payment to be calculated and made by TDA within 30 days of such determination.