

Statement of Tuition Assurance

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| 2019.04 | TOP Executive Team | 8 April 2019 | 9 April 2019 |

Part 1: STATEMENT OF TUITION ASSURANCE EXEMPTION FOR FEE-HELP STUDENTS

Introduction

1. Tuition assurance protects students in the event a course of study provided by an approved HELP provider ceases to be provided after it starts but before it is completed.
2. As an approved higher education provider under the Higher Education Support Act 2003, Top Education Group Limited ACN 098 139 176, trading as Top Education Institute must meet the tuition assurance requirements or be exempt from those requirements.
3. It is intended that, from 1 January 2018, Top Education Institute will be exempted from the requirement to meet the tuition assurance requirements. Instead, Top Education Institute is required to comply with interim arrangements which ensure similar tuition assurance protection is provided to students.
4. This statement sets out the interim arrangements for tuition assurance that will apply from 1 January 2018 and Top Education Institute's obligations from that date.
5. If any changes occur to the proposed arrangements outlined below, a revised statement will be provided on Top Education Institute's website and advised to all students that have enrolled in the intervening period.

What happens if Top Education Institute ceases to provide a course of study?

Information for affected students

6. Top Education Institute will notify affected students in writing that a course of study is no longer provided within 2 business days after Top Education Institute ceases to

provide the course.

7. As soon as practicable, Top Education Institute 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.
8. Affected students may choose either course assurance arrangements or apply to Top Education Institute for a re-credit of their HELP balance.

Course Assurance

9. The Commonwealth Department of Education and Training (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 a second provider.
10. Replacement courses must meet the following requirements:
 - a. the course must lead to the same or comparable qualification as the original course;
 - b. 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;
 - c. the location where the replacement course is primarily delivered must be reasonable, having regard to the costs of, and the time required for, a student's travel; and
 - d. 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.
11. 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.
12. A student who accepts the replacement course offered will not be required to pay the second 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.
13. 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 statement of attainment or other Australian Qualifications Framework certification document issued by the course provider or an authorised issuing organisation in accordance with the Australian Qualifications Framework.
14. 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.

15. 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.

Re-credit of HELP balance

16. Where the student prefers to apply for a re-credit of their HELP balance for the affected parts of the original course, the student may nominate the Department (or a consultant engaged by the Department) to make the application on the student's behalf.
17. Top Education Institute will consider students' applications as soon as practicable and notify them of the decision about the application, together with a statement of reasons for the decision. If an application for a re-credit is accepted, the amount re-credited will be equal to the amount of HELP assistance received by the student for the affected units of study.

Record keeping

18. It is suggested best practice for students to retain assessments, records of competencies or statements of attainment that they receive from their education provider.

Part 2: STATEMENT OF TUITION ASSURANCE EXEMPTION FOR NON-FEE-HELP STUDENTS

Domestic Students

Top Education Institute (TOP) ABN: 36 098 139 176 (the first provider) must meet tuition assurance requirements for persons, other than overseas students¹:

- who are enrolled in the higher education courses offered by TOP. This is to protect students in the event TOP ceases to provide a course of study in which a student is enrolled.
- These requirements are covered under the Higher Education Support Act 2003 (the Act) and chapter 2 of the Higher Education Provider Guidelines 2012 (the Guidelines).
- The meaning of 'ceasing to provide a course of study' is set out in the Guidelines which are available from: <http://www.comlaw.gov.au/Series/F2012L02136>.

In the event TOP ceases to provide a course of study in which a student is enrolled, the student is entitled to:

- an offer of a place in a similar course of study with a second provider without any requirement to pay the second provider any student contribution or tuition fee for any replacement units (this is known as the 'Course Assurance Option') or
- a refund of the student's up-front payments and/or re-crediting of any FEE-HELP balance for any unit of study that the student commences but does not complete because we cease to provide the course of study of which the unit forms part (this is known as the 'Tuition Fee Repayment Option').

TOP has met the tuition assurance requirements as defined in the Guidelines through its membership of the Australian Council for Private Education and Training (ACPET) Australian Student Tuition Assurance Scheme (The Scheme).

The contact details for Australian Council for Private Education and Training (ACEPT) (TAS Administrator) are as follows:

Australian Council for Private Education and Training
(ACEPT) Website: www.acpet.edu.au Email:
acpet@acpet.edu.au Phone Number: 1800 657 644 5

If TOP ceases to provide a course of study:

- the Administrator will send the student enrolled in the course of study a written Tuition Assurance Offer (the Offer) advising the student of the options available under the tuition assurance requirements.
- The Offer will include directions that the student must follow in order to notify the Administrator of the choice they have made for each affected unit.

- The Administrator will provide this Offer within twenty business days after it knows, or should know by reasonable enquiries, that we have ceased to provide the course of study.
- For the purposes of FEE-HELP, all courses offered by TOP, in accordance with the course requirements of section 104-10 of the Act, are covered by the Scheme as part of our membership of the Scheme.
- A student may choose either:
 - the Course Assurance Option; or the
 - the Student Contribution/Tuition Fee Repayment Option.

The Course Assurance Option

Here, a student will be offered a place in a similar course of study by ACPET. If the student accepts this option, ACPET will make all necessary arrangements to ensure the student is able to enrol with the Second Provider in a similar course of study. This offered course will lead to the same or a comparable qualification without any requirement on the part of the student to pay the Second Provider any student contribution or tuition fee for any replacement units (that is, units that the student had commenced but not completed because the course ceased to be offered).

A student will receive full credit from the Second Provider for any units of study successfully completed at TOP. The Second Provider nominated by ACPET may have different contribution amounts or tuition fees to the amounts or fees the student would have paid for units of study which were part of the course of study that TOP ceased to provide but which the student had not yet started studying. A student is not obliged to enrol in a course of study with a Second Provider offered by ACPET under the Course Assurance Option. However, if he/she enrolls with any other provider there is no obligation on that provider to offer full credit transfer for the units of study completed with TOP or to offer replacement/s unit/s free of charge.

The Student Contribution/Tuition Fee Repayment Option

If a student chooses this option, ACPET accepts to pay the student the total of any up-front payments already paid by the student for any units of study the student has commenced but not completed because the course ceased to be offered. Students selecting this option will also have their FEE-HELP balance re-credited for the uncompleted units.

Overseas Students

In the unlikely event that TOP is unable to deliver the course in full, the student will be offered a refund of all course money they have paid to date. These refunds will be paid to the student within two weeks of the course no longer being delivered. Alternatively, students may be offered enrolment at alternative course at TOP at no extra cost to the student. The student has the right to choose whether they wish to have a refund or a place in an alternative course.

If TOP is unable to provide a refund or place the student in an alternative course, the Tuition

Protection Service (TPS) will place the student in an alternative course. If this is not possible. Then the ESOS Assurance Fund Manager will place the student in an alternative course or arrange a suitable refund.

For more information on the TPS refer to <https://tps.gov.au/StaticContent/Get/StudentInformation>

This Tuition Assurance Statement is made public to students on TOP website www.top.edu.au.

Change and Version Control

| Version | Approved by | Description of Changes | Date Approved |
|---------|--------------------|--|---------------|
| 2017.07 | TOP Executive Team | Updated document | 7 July 2017 |
| 2019.04 | TOP Executive Team | Updated document to reflect letter from the Department of Education and Training dated 20 December 2017 in which Top Education Institute was provided exemption to the requirement to be a party to an approved tuition assurance arrangement. This statement of tuition assurance exemption is in accordance with the draft statement provided by the Department of Education | 8 April 2019 |