


<b>POLICY AND PROCEDURE</b>		
<p>Ref. to Legislative Frameworks:</p> <p>ESOS Act 2000: Section 45</p> <p>Higher Education Support Act 2023</p> <p>NVETR (Compliance Standards for RTOs) Instrument 2025: 18</p> <p>Tertiary Education Quality and Standards Agency Act 2011 (TEQSA Act)</p> <p>HESF (2021): 6, 7.2, 7.3</p>	<b>Tuition Protection Scheme</b>	
Version: 2	Approved by: Board of Directors	Approved on: 15/04/2026 Review by: 15/04/2028

### Revision History

Version	Description of Change	Procedure Developer(s)	Effective Date
1	New policy	CEO, Compliance Manager	07/11/2024
2	Added point 2 – Maintenance of protected amount in separate account to the procedure	CEO	15/04/2026

## PURPOSE

This policy and procedure apply to overseas and domestic fee-for-service students who apply for or are enrolled in AAPoly's courses.

## POLICY STATEMENT

The Tuition Protection Service (TPS) in Australia supports international students on student visas if their education provider defaults (fails to deliver a course). Established under the Education Services for Overseas Students Act 2000 (Cth), this service ensures continuity for affected students.

The TPS is sector and Commonwealth-funded. AAPoly pays annually a sector-based tuition protection levy commensurate with its size and risk of defaulting. AAPoly ensures that all prepaid tuition fees received from international students are protected in accordance with the Education Services for Overseas Students Act 2000 (Cth). This includes maintaining a segregated designated bank account and implementing robust financial controls to ensure that the Protected Amount is accurately calculated, securely held, and available to meet refund or tuition assurance obligations at all times.

## SCOPE

This policy and procedure apply to all courses offered by AAPoly.

## DEFINITIONS

TPS	The <a href="#">Tuition Protection Service</a> is an Australian Government, initiative which supports international students on student visas and eligible domestic students whose education providers are unable to fully deliver their course of study. Following a provider default, the TPS ensures that these students can either: <ul style="list-style-type: none"><li>a. complete their studies in another course or with another education provider; or</li><li>b. receive a refund of their unspent tuition fees (international students and domestic up-front fee-paying students) or</li><li>c. receive a loan or re-credit for the loan amount used to pay tuition fees for the affected unit(s) of study.</li></ul>
Provider Default	A registered provider defaults, in relation to an overseas student or intending overseas student and a course at a location, if: <ul style="list-style-type: none"><li>a. either of the following occurs:<ul style="list-style-type: none"><li>I. the provider fails to start to provide the course to the student at the location on the agreed starting day;</li><li>II. the course ceases to be provided to the student at the location at any time after it starts but before it is completed;</li></ul>and</li><li>b. the student has not withdrawn before the default day.</li></ul>
Alternative / Replacement Course	An alternative/replacement course is a comparable course offered to affected students who are at risk of not completing their current course within the teach-out period. It may be provided by AAPoly or another external Higher Education provider.

## PROCEDURE

1. AAPoly pays the TPS levy for each calendar year to the TPS Director by the date stated in the notice issued by the TPS Director. The tuition protection levy is commensurate with its size and risk of defaulting.

2. Maintenance of the Protected Amount

- a) Designated Account

AAPoly maintains pre-paid tuition fees for international students in a designated bank account that is strictly separate from the day-to-day operating expense accounts.

- b) Calculation of Protected Amount

The designated Finance Manager calculates the Protected Amount that must be kept in the designated account on a weekly basis. The Protected Amount is defined as:

- total prepaid tuition fees received from international students;
- less the portion of tuition fees already earned, calculated on a pro-rata basis relative to delivery of the course.

- c) Fund Access and Account Controls

The designated account is used exclusively for holding prepaid tuition fees. Funds may only be withdrawn where:

- tuition has been delivered, and revenue is recognised; or
- a refund is processed in accordance with the Refund Policy and Procedure; or
- payments are required to meet TPS obligations.

- d) Reconciliation and Monitoring

A weekly reconciliation is undertaken between PRISMS report and the balance of the designated bank account.

The balance of the designated account must be equal to or greater than the Protected Amount and any shortfall identified will be immediately rectified via transfer from operating funds. Excess funds may be released to the operating account. The release requires two signatures.

- e) Oversight:

The CEO and the designated Finance Manager are responsible for ensuring the account is monitored and that pre-paid tuition fees are not utilised for general operational costs until they are earned.

3. Course Discontinuation

In the event that AAPoly is not able to deliver or continue to deliver the course, the CEO will establish whether there are other options within AAPoly's scope of registration or make arrangements with another provider.

#### 4. Alternative Arrangements

In making arrangements with other providers, the CEO will negotiate a suitable arrangement for a comparable award, ensure information is available to the student, and work with the alternative provider to enable a timely transfer.

Criteria for Replacement Courses

- a) The course must lead to the same or a comparable award/qualification as the original course.
- b) The mode of delivery for the replacement course must be the same as, or similar to, that of the original course, with the student's consent.
- c) The primary location for the replacement course must be reasonable, considering the cost and travel time required for the student.
- d) The student should not incur unreasonable additional fees and must be able to attend the replacement course without significant impacts on prior commitments.

#### 5. Notification of Default

In the event of provider default, AAPoly will notify the ESOS Agency and the TPS Director of the default in writing within three (3) business days of the default occurring. The notice will include:

- a) The circumstances of the default;
- b) The details of the students affected;
- c) Advice as to whether AAPoly intends to discharge its obligations to those students, and how AAPoly intends to discharge those obligations.

#### 6. Student Communication

Within fourteen (14) days of the provider default, AAPoly will contact all the affected students in writing and may:

- a) Arrange for a place with the alternative provider, which the students may accept the offer in writing; or
- b) Provide a refund of any unspent tuition fees to the student in accordance with the Refund Policy.

#### 7. Reporting Outcome

AAPoly will give notice to the ESOS agency and the TPS Director of the outcome of the discharge within seven (7) business days after the end of the obligation period including providing evidence of:

- a) Arrangements made for the students including:
  - i. Details of the students for whom AAPoly has arranged alternative courses;
  - ii. Details of the courses arranged; and
  - iii. Evidence of each student's acceptance of an offer of a place in an alternative course; or
- b) Refunds paid to the students and:
  - i. Details of the students to whom AAPoly provided refunds; and
  - ii. Details of the amounts of the refunds provided

## 8. Cessation of Operations

In the event that the Board of Directors decides to cease operations, the CEO will notify the TPS about the provider default. Prior to the Board making such decision the CEO will provide the Board of Directors the list of current and prospective students affected and arrangements to place students to alternative courses. Where students are not able to be offered alternative courses AAPoly will arrange a refund of unused pre-paid tuition.

### **RESPONSIBILITIES**

- The Board of Directors are responsible for approving the temporary or permanent discontinuation of a course, and approving the cease of operations.
- The CEO is responsible for notifying and communicating with the ESOS Agency and TPS Director and other shareholders in case of provider default
- The designated Finance Manager is responsible for calculating, monitoring, and reconciling the Protected Amount and ensuring compliance with ESOS financial requirements.
- The Academic Dean is responsible for overseeing the transition arrangements with alternative providers

### **RELATED POLICIES**

Refund Policy and Procedure

Teach-out Management (Higher Education) Policy and Procedure

### **FEEDBACK**

Please email the CEO through [suggestionstotheceo@aapoly.edu.au](mailto:suggestionstotheceo@aapoly.edu.au) if you have any questions or feedback about this procedure. The CEO will respond to your written question or feedback within two weeks of receipt, unless extenuating circumstances require an urgent response. The query or feedback will be recorded in the Continuous Improvement or Corrective Action register for quality assurance purposes.

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## References

Source	Document Title
Internal	Refund Policy and Procedure
	Teach-out Management (Higher Education) Policy and Procedure
	AAPoly Comparable Courses List
	Risk Management Policy and Procedure
External	Education Services for Overseas Students Act 2000 (Cth)
	Higher Education Support Act 2023
	Tertiary Education Quality and Standards Agency Act 2011 (TEQSA Act)
	NVETR (Compliance Standards for RTOs) Instrument 2025
	TEQSA Course accreditation: Withdrawing a course/teachout
	Higher Education Standards Framework (Threshold Standards) 2021
	National Code of Practice for Providers of Education and Training to Overseas Students