

Procedure Title	Tuition Protection Service Procedure
Procedure	<p>1. General</p> <p>1.1. The purpose of this procedure is to ensure that CIC Higher Education (CIC) satisfies its Education for Overseas Students Act 2000 (ESOS Act) obligations in respect of the Tuition Protection Service (TPS).</p> <p>2. TPS Fees and Levies</p> <p>2.1. CIC will pay the TPS levy for a calendar year to the TPS Director by the day stated in the notice issued by the TPS Director.</p> <p>2.2. CIC will advise the TPS Director as soon as practicable of any matter that might cause the TPS Director to increase the amount of levy CIC would be required to pay for that or a later year.</p> <p>2.3. CIC will promptly comply with information requests from the TPS Director that is relevant to determining the amount of its TPS levy.</p> <p>3. Provider Default</p> <p>3.1. A provider default occurs if:</p> <ol style="list-style-type: none"> CIC fails to start providing the course to the student at the location on the agreed starting day; or after the course starts but before it is completed, the course ceases to be provided to the student at the location, and the student has not withdrawn from the course before the default day. <p>3.2. The cancellation of any course which CIC has agreed to deliver to students may be a provider default.</p> <p>3.3. CIC will notify the ESOS agency (Tertiary Education Quality and Standards Agency (TEQSA)) and the TPS Director of the default via PRISMS within three business days of the default occurring.</p> <p>3.4. The notice will include the following:</p> <ol style="list-style-type: none"> the circumstances of the default the details of the students in relation to whom the provider has defaulted advice as to: <ul style="list-style-type: none"> whether CIC intends to discharge its obligations to those students, and (if appropriate) how CIC intends to discharge those obligations. <p>3.5. CIC will assess the provider default and establish whether there are other options within its scope of registration that a student could change to or if that is not possible, make arrangements with another provider to offer a place to a student. If making arrangements with another provider, CIC will:</p> <ol style="list-style-type: none"> negotiate the suitability of the arrangement with another provider, ensure that sufficient information is available to inform the student about the alternative arrangement, and work with the alternative provider to enable the student to transfer in a timely manner. <p>3.6. CIC will notify all students impacted by the provider default in writing and satisfy tuition protection obligations to the student within 14 days and may:</p> <ol style="list-style-type: none"> arrange for a place with an alternative provider at CIC's expense and the student may accept the offer in writing; or provide a refund of any unspent tuition fees to the student in accordance with the Fees, Charges and Refunds Policy and Procedure

and which has been calculated in accordance with ministerial legislative instruments.

- 3.7. CIC will within seven days after the end of the obligation period give a notice to the ESOS agency (TEQSA) and the TPS Director of the outcome of the discharge of CIC's obligations including providing evidence of:
- a. arrangements made for the students including:
 - details of the students for whom CIC has arranged alternative courses
 - details of the courses arranged
 - evidence of each student's acceptance of an offer of a place in an alternative course; or
 - b. refunds paid to the students and:
 - details of the students to whom CIC provided refunds
 - details of the amounts of the refunds provided.
- 3.8. In the unlikely event CIC is unable to deliver a course a student has paid for and does not meet their obligations to either offer an alternative course that a student accepts or pay a refund of unspent prepaid tuition fees, the TPS will assist in finding an alternative course or to get a refund if a suitable alternative is not found.

4. Student Default

- 4.1. Under the ESOS Act, CIC enters into a written agreement with each overseas student, or intending overseas student, that:
- a. sets out the refund requirements that apply if the student defaults; and
 - b. meets any requirements set out in the National Code.
- 4.2. A student defaults if:
- a. the course starts at the location on the agreed starting day, but the student does not start the course on that day and has not previously withdrawn. A student does not default if there has been a provider default, e.g. CIC will not provide the course; or
 - b. the student withdraws from the course at the location (either before or after the agreed starting day); or
 - c. CIC refuses to provide, or continue providing, the course to the student at the location because of one or more of the following:
 - the student failed to pay an amount payable to the provider for the course
 - the student breached a condition of their student visa, e.g. unsatisfactory course progress
 - misbehaviour by the student (note: the student is entitled to natural justice prior to reporting).
- 4.3. If a student or intending student defaults, CIC will provide a refund in accordance with the requirements under the ESOS Act. CIC will pay the refund (if applicable) within the period (the provider obligation period) of four weeks.
- 4.4. CIC will give notice via PRISMS within 31 days to the ESOS agency (TEQSA) and the TPS Director of:
- a. the prescribed information about an accepted student who does not begin their course when expected
 - b. any termination of an accepted student's studies (whether as a result of action by the student or the provider or otherwise) before the student's course is completed

- c. any change in the identity or duration of an accepted student’s course
 - d. any breach by an accepted student of a prescribed condition of a student visa as soon as practicable after the breach occurs even if the student has ceased to be an accepted student.
- 4.5. CIC will give a notice to the ESOS agency (TEQSA) and the TPS Director within seven days after the end of the provider obligation period. The notice will include the following:
- a. whether CIC provided a refund
 - b. details of the students to whom CIC provided refunds
 - c. details of the amount of the refund provided.
- 5. TPS Student Placement**
- 5.1. Where CIC is requested by the TPS Director to consider acceptance of students from another provider, the Admissions Policy and Procedure and the Advanced Standing Policy and Procedure will be followed in assessment of whether or not to accept the students.
- 5.2. If CIC offers a student a place in the course, the student may accept the Written Agreement within 30 days after the end of the provider obligation period unless the period is varied by the TPS Director.
- 5.3. CIC may be given an opportunity to participate in a placement round, as outlined in the steps below.
- a. A default has occurred and the TPS Director has created an active round of TPS placements in process for affected students.
 - b. CIC is identified as a provider who has an alternative course suitable for affected students.
 - c. TPS Administrator contacts CIC via email to gain consent in offering placement/s to affected students.
 - d. If CIC declines the offer the process concludes.
 - e. If CIC agrees to accept affected students, the details of the CIC course become available to affected students.
 - f. Interested students contact CIC and discuss the course and enrolment process.
 - g. CIC offers a placement to the student on the TPS system.
 - h. The student completes the enrolment process on the TPS system.
 - i. Once the student has a Confirmation of Enrolment on the TPS system, CIC will receive a payment of the unspent tuition.
- 6. Designated Account**
- 6.1. CIC has a designated account for all tuition fees for a course it receives from an overseas student or intending overseas student, before the student has begun the course.
- 6.2. CIC will ensure that it pays the tuition fees for a course it receives, from an overseas student or intending overseas student, before the student has begun the course into the designated account within five days of receiving the fees. The Written Agreement and invoice issued to students provides the designated account details so that all prepaid tuition fees are paid directly into this account.
- 6.3. CIC will calculate the amount of funds necessary to repay all prepaid tuition fees for students who have not yet commenced their course on the Monday of each week.
- 6.4. CIC transfers the tuition fees to its operating bank account once the student commences their course. This ensures that CIC always has sufficient funds in

	the designated account to repay all pre-paid tuition fees to every overseas student or intending overseas student who has paid tuition fees to CIC, but who has not yet begun the course at CIC, in case that student does not commence.
Related Documents	Admissions Policy Admissions Procedure Advanced Standing Policy Advanced Standing Procedure Confirmation of Enrolment Fees, Charges and Refunds Policy Fees, Charges and Refunds Procedure Tuition Protection Service Policy Written Agreement Letter of Offer
<i>For Administrative Use Only</i>	
Responsible Officer	Chief Executive Officer
Contact Officer/s	Chief Executive Officer
Approved by	Chief Executive Officer
Approved Date	July 2024
Review Date	July 2026
Definition/s	See CIC Glossary of Terms and Acronyms

Version History

Version No.	Approval Date	Amendment/s
1.	August 2016	First iteration <ul style="list-style-type: none"> Approved by Chief Executive Officer
2.	August 2017	Major amendment and review <ul style="list-style-type: none"> Expansion of information regarding student and provider default, e.g. refund details and alternative arrangements made for students, based on the TPS website Approved by Chief Executive Officer
3.	April 2018	Minor amendment <ul style="list-style-type: none"> Updated that amount calculated to repay all prepaid tuition fees are calculated Monday of each week Approved by Chief Executive Officer
4.	October 2018	Minor amendment: <ul style="list-style-type: none"> Update logo and position titles Approved by Chief Executive Officer
5.	June 2019	Minor amendment <ul style="list-style-type: none"> Corrected punctuation errors Approved by Executive Director, Governance and Quality Assurance
6.	August 2019	Minor amendment <ul style="list-style-type: none"> Applied consistent formatting across all policies and procedures Approved by Executive Director, Governance and Quality Assurance
7.	December 2019	Review <ul style="list-style-type: none"> Added reference to letter of offer in related documents Approved By Chief Executive Officer
8.	June 2021	Minor amendment <ul style="list-style-type: none"> Removed reference to Executive Director, Governance and Quality Assurance and General Manager Added Chief Executive Officer as Contact Officer Approved by Executive Director, Governance and Quality Assurance
9.	July 2024	Review <ul style="list-style-type: none"> No changes made Approved by Chief Executive Officer