Tuition Protection Service Policy

Purpose

This policy outlines the approach taken by Institute of Culinary Education Pty Ltd t/a Blue Ridge College to comply with the tuition protection and refund requirements under the Education Services for Overseas Students Act 2000, the ESOS (Tuition Protection Service and Refunds) Instrument 2025, and the Standards for RTOs 2025. It also demonstrates our commitment to ensuring that students are not financially disadvantaged in the event of provider default or student default.

Scope

This policy applies to all overseas students enrolled with Blue Ridge College and covers procedures and responsibilities in the case of provider default, student default, and prepaid fee protection.

Responsibility

The Chief Executive Officer (CEO) and the Administration Manager is responsible for the implementation of this policy and to ensure that staff and students are aware of its application and procedures.

Legislative Framework

This policy is governed by the following: - Education Services for Overseas Students Act 2000 (ESOS Act) - ESOS (Tuition Protection Service and Refunds) Instrument 2025 - Standards for RTOs 2025 - National Vocational Education and Training Regulator Act 2011 - National Vocational Education and Training Regulator (Compliance Standards for NVR Registered Training Organisations and Fit and Proper Person Requirements) Instrument 2025 - Calculation of Refund Specification 2024.

Definitions

Unspent Tuition Fees – Tuition fees received in relation to services that Blue Ridge College has not yet delivered to the student, calculated using the method outlined in Section 47E of the ESOS Act and as specified in the Calculation of Refund Specification 2024.

TPS: The Tuition Protection Scheme is a government scheme setting out the conditions for fee collection, refunds, financial management and student placement in the event of provider default. It is an initiative of the Australian Government to assist international students whose education providers are unable to fully deliver their course of study. The TPS ensures that international students can either:

- complete their studies in another course or with another education provider or
- receive a refund of their unspent tuition fee

For more information, please visit https://tps.gov.au/Home/NotLoggedIn

Provider Default: Occurs when fails to start providing the course to the student at the location on the agreed starting day and/or the course ceases to be provided to the student at the location at any time after it starts but before it is completed.

Student Default: Occurs when a student fails to commence the course at the agreed starting date, withdraws from the course before or after the agreed start date. Student default also occurs when Blue Ridge College refuses to offer or continue the course to the student because of any of the following reasons:

(i) the student didn't pay the required fees to Blue Ridge College,

(ii) the student breached a condition of his or her student visa.

(iii) misbehaviour by the student.

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Tuition Protection and Refund

Students are informed of Blue Ridge College's tuition protection and refund policies at multiple stages, including during the pre-enrolment process through the Student Handbook and Written Agreement, at orientation, and via the Blue Ridge College website. These policies are presented in clear, accessible English to ensure student understanding. To support non-English speaking students, interpreters or translated documents are made available upon request.

Prepaid Fee Protection Measures

I. Blue Ridge College limits the collection of prepaid fees from students before course commencement to no more than 50% of the total tuition fee, unless:
    a. The course has a duration of 26 weeks or less, or
    b. The student, sponsor, or third party voluntarily pays the full fee without coercion.

II. All fees received before a student commences are deposited into a designated fee protection account. Funds are drawn down only as the course is delivered, ensuring alignment with tuition delivery milestones.

III. Blue Ridge College is a member of the Tuition Protection Service (TPS) and complies with:
    a. Provider default reporting obligations
    b. Refund processes under the *ESOS Act 2000*

IV. Tuition assurance responsibilities under the *Tuition Protection (International Students) Instrument 2022*

Fit and Proper Person Requirements

In accordance with the National VET Regulator (Fit and Proper Person Requirements) Instrument 2025, Blue Ridge College:

- Ensures all governing persons do not provide false or misleading information to:
    - The VET Regulator (ASQA)
    - TEQSA
    - The TPS Director
    - The Department, Minister, or Secretary
    - State/Territory funding bodies or regulatory agencies
- Ensures all declarations, refund statements, and TPS reports are accurate, truthful, and compliant with relevant Acts, including:
    - The *VET Student Loans Act 2016*
    - The *Higher Education Support Act 2003*

Calculating Contributions to the TPS

Blue Ridge College is required to pay the annual international TPS levy each calender year. The international TPS levy funds the student placement and refund activities of the TPS in the event of a provider (Blue Ridge College) default, as well as TPS operational costs. TPS levy each year is calculated as per four main components and disclose information related to determining the amount of the levy. The levy is comprised of four components (https://www.education.gov.au/tps/international-providers-tps#toc-ongoing-provider-requirements):

I. the administrative fee component
II. the base fee component
III. the risk rated premium component
IV. the special tuition protection component

Annual international TPS levy settings for each component are determined in legislative instruments made under the Education Services for Overseas Students (TPS Levies) Act 2012.

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Refer to www.education.gov.au/tps/international-providers-tps#toc-international-tps-levy-and-fund. Additionally, the TPS offers an online Levy Estimator Tool https://tps.gov.au/Home/tpsLevyCalculator to assist providers in estimating their annual levy based on their unique circumstances.

RTOs must stay informed about the latest TPS guidelines and leverage available resources to ensure compliance and effective financial planning.

Reporting Timeframe

Provider Default Obligations

Blue Ridge College defaults when one of the following occurs:

a. Blue Ridge College fails to start the course on the agreed day and location
b. Blue Ridge College ceases to provide a course at the location any time after the course commences but before it is completed

In accordance with Sections 46A–46F of the ESOS Act 2000, the provider must:

- Notify the ESOS agency (ASQA) and the TPS Director in writing within 3 business days of the default occurring.
- Discharge its obligations to affected students within 14 days of the default day by:
    1. Offering the student an alternative course at no extra cost, and the student accepts the offer in writing; or
    2. Refunding the unspent tuition fees, as calculated under Section 47E and in line with the Calculation of Refund Specification 2024.
- Report to the Secretary and TPS Director within 7 days after discharging its obligations, confirming how the default was resolved.

Student Default Obligations

Under Section 47A of the ESOS Act, a student is considered to have defaulted if:
a. The student does not commence the course on the agreed start date and has not formally withdrawn.
b. The student withdraws from the course before or after the start date.
c. Blue Ridge College refuses to provide, or continue providing, the course due to student misconduct, non-payment of fees, or breach of visa conditions.

In line with Sections 47A–47H, Blue Ridge College will:

- Process a refund of unspent tuition fees, if applicable, under Section 47D or 47E, within the provider obligation period of 4 weeks from the default date.
- Notify the ESOS agency and TPS Director within 7 days of the end of the provider obligation period if a refund is made under Section 47E.

Blue Ridge College is committed to ensuring compliance with the ESOS Act 2000 and maintaining transparency in its student refund and reporting processes. Refer to sections 47A-47H of the ESOS Act and the Student Default Obligations Fact Sheet for further information.

Refunds in Other Cases

- If there is no written agreement between the student and the Blue Ridge College, or if the default occurs due to a student visa refusal, the Blue Ridge College will issue a refund within four (4) weeks from the date of default.
- If there is a written agreement in place, the refund will be processed in accordance with the terms outlined in the agreement. The refund will be issued within four (4) weeks of receiving a written refund claim from the student.

Blue Ridge College is committed to providing timely and fair refunds in accordance with the ESOS Act.

TPS Student Placement

In the event of a provider default, the Tuition Protection Service (TPS) assists affected students in continuing their studies by identifying suitable alternative courses with registered CRICOS providers. Students may also choose to find their own alternative provider instead of selecting a TPS-identified course. Alternative providers should refer to the Alternative Providers' Guide www.education.gov.au/tps/resources/alternative-providers-guide-enrolling-students-following-cricos-provider-default for enrolment procedures.

Student Rights and Responsibilities Under TPS

In case of provider default, students must:

- Register with TPS Online, verify identity, and explore course options.
- Contact providers and apply for a preferred course.
- Accept an offer through TPS Online.
- Commence study in the new course.

If no suitable course is found, students may apply for a refund of unspent tuition fees.

Visa Implications

- Ceasing study due to provider default may affect the student's visa status. Students should seek advice from the Department of Home Affairs (https://www.homeaffairs.gov.au).

Dispute Resolution & Appeals

If a student is unsatisfied with the alternative course offered or refund process, they can:

1. Raise concerns with TPS via their online portal https://tps.gov.au/Home/Login.
2. Seek assistance from the Overseas Students Ombudsman.
3. Pursue legal action under Australian Consumer Law.

For complaints, visit: www.ombudsman.gov.au.

Prepaid Fees

Tuition fees refer to any payments a provider receives, directly or indirectly, from:

(i) an overseas student or a prospective overseas student; or

(ii) another individual who pays on behalf of an overseas student or prospective overseas student.

Blue Ridge College will comply with ESOS Act limits on prepaid tuition fees and will not collect more than 50% of the student's total tuition fee for a course before the student begins the course.

Blue Ridge College Obligations Related to maintain account

In accordance with Sections 28 and 29 of the Education Services for Overseas Students Act 2000 (ESOS Act), Blue Ridge College maintains a separate account for tuition fees paid by overseas students or students or intending overseas student before the student has begun the course.

The following steps are followed to manage the protected amount:

1. Separate Account for Tuition Fees:

Blue Ridge College ensures that there is a separate account maintained to keep the tuition fees paid by overseas students or intending overseas students before they start the course. The amount/fees are added to this account within 5 business days of receiving them.

At all times, Blue Ridge College will ensure that there is a sufficient protected amount (the ***protected amount***) for a course maintained into a separate account to repay all tuition fees to every overseas student or intending overseas student:

- In respect of whom tuition fees has been paid to Blue Ridge College; and
- who has not yet begun the course that Blue Ridge College is to provide to the student.

2. Withdrawals from the Protected Amount

Blue Ridge College may withdraw amount from the account, to reduce the balance of the account below the protected amount, only under following circumstances:

o **Provider Default (Section 46D) occurs**: If Blue Ridge College fails to provide the course or if the course is cancelled, the amount can be used to give a refund to the student or to help place the student in an alternative course, with the costs paid by Blue Ridge College.

o **Student Default (Section 47D)**: If the student decides not to continue the course at the location, the amount can be used to pay a refund. This refund is required to be paid in line with the written agreement entered with the student that sets out the refund requirements applicable if student defaults in relation to a course at location and the written agreement meets the requirements set out in the National Code 2018.

o **Payments to the TPS Director**: The amount is withdrawn to pay the TPS Director when default occurs.

In all cases, the amount withdrawn will not be more than the tuition fees Blue Ridge College received from the student before the student started the course.

Blue Ridge College will ensure that the protected amount:

(a) is not available for the payment of a debt of any creditor of the school, other than payment of refunds or defaults as stated above

(b) is not liable to be attached or taken in execution under the order or process of a court at the instance of any creditor of the Blue Ridge College, other than refund or defaults as stated above.

3. Regular Checks

Blue Ridge College carries out monthly checks to ensure that the protected account is properly managed and that the correct amount of money is in the account.

This check will be done by downloading a report from PRISMS each month and reconciling the mentioned amount with the separate account maintained for tuition fees paid by overseas students or intending overseas students before the student has begun the course.

These checks also ensure that money is only withdrawn when allowed by law.

Legal Protections:

The protected account follows the rules of the ESOS Act 2000. Blue Ridge College understands that the funds can only be used for refunds as mentioned in the ESOS Act 2000, such as in cases of provider or student defaults or payments to the TPS Director

By following these steps, Blue Ridge College ensures that the protected amount is securely kept, follows the rules of the ESOS Act, and can be used to refund students when necessary.

Written Agreement with Students

Blue Ridge College ensures that all written agreements with overseas students clearly outline the details of tuition fees and refund processes in compliance with Standard 3 of the National Code 2018 and the ESOS Act 2000.

Written agreements will specify:

- Total fees payable, including both tuition and non-tuition fees.
- Refundable and non-refundable amounts.
- Details of non-tuition fees, such as reassessment fees, deferral fees, late payment penalties, and any other applicable charges.
- Refund claim procedures, outlining how students can request refunds.
- Authorised refund recipients, specifying who, other than the student, can receive a refund as per the agreement.
- A plain English explanation of what happens in the event of a course not being delivered, including the role of the TPS.
- A statement that "This written agreement, and the right to make complaints and seek appeals of decisions and action under various processes, does not affect the rights of the student to take action under the Australian Consumer Law if the Australian Consumer Law applies".

Records Management- Blue Ridge College maintains secure and accessible records covering all aspects of student financial transactions and tuition protection. This includes detailed records of student fee payments and invoices, refund applications and their outcomes, communications related to tuition protection and provider defaults, as well as Tuition Protection Service (TPS) reporting and evidence of compliance. All records are stored within the Student Management System (SMS) and are readily available for audit or regulatory review upon request.

Refunds under Section 47E of the ESOS Act 2000 will be calculated in accordance with the Education Services for Overseas Students (Calculation of Refund) Specification 2024. The refund process is also consistent with the requirements outlined in the Education Services for Overseas Students (Tuition Protection Service and Refunds) Instrument 2025. Blue Ridge College maintains transparent and auditable records of how each refund amount is determined, ensuring compliance with legislative obligations and tuition protection frameworks.

Blue Ridge College is committed to transparency and compliance in all financial agreements with overseas students.