

Statement of VET Tuition Assurance

Under the provisions of *Schedule 1A of the Higher Education Support Act 2003 (HESA)*, *VET Student Loans Act 2016* and *VET Student Loans (VSL Tuition Protection Levy) Act 2020*, Design Schools Australia Pty Ltd trading as Sydney Design School ABN: 56 132 085 075 ACN: 132 085 075 (the First Provider) must comply with the VET Tuition Assurance requirements. This is to protect students in the event that Design Schools Australia Pty Ltd trading as Sydney Design School ceases to provide a VET course of study in which a student is enrolled. The meaning of 'ceasing to provide a VET course of study' is set out in Part 6: Tuition Assurance Arrangements, of the VET Student Loan Rules 2016. A copy of these is available from: <https://www.dewr.gov.au/vet-student-loans/vet-student-loans-legislation-and-policy-documents>

Design Schools Australia Pty Ltd trading as Sydney Design School has met the VET tuition assurance requirements as specified in the VET Provider Guidelines through its current membership of the Tuition Protection Service (TPS) scheme. Contact details for the TPS Scheme Administrator are:

Tuition Protection Service (TPS)

Phone: +61 1300 980 434

Email: administrator@tps.gov.au

In the event that Design Schools Australia Pty Ltd trading as Sydney Design School ceases to provide a VET course of study in which a student is enrolled the following procedure is in place for cancellation of enrolment after the census date.

- a) Design Schools Australia (the provider) will inform the student concerned of a proposed cancellation; and
- b) Provide the student with at least 28 days to initiate grievance procedures before the cancellation takes final effect; and
- c) Provide for the cancellation to take effect only after any grievance procedures initiated by the student have been completed; and
- d) Set out the circumstances in which fees for the course, or the part of the course, concerned will, or will not be, refunded.

Action when provider defaults in relation to a student

In the event that Design Schools Australia Pty Ltd defaults in relation to a student, we will within twenty-four (24) hours of the default occurring:

- a) notify students enrolled in the course, in writing, that the course is no longer being provided, and
- b) give written notice to the VSL Tuition Protection Director of the circumstances of the default
- c) as soon as practicable, update the Sydney Design School website to reflect that the course is no longer being provided and list the tuition protection information
- d) within 3 business days of the default occurring, we will give the VSL Tuition Protection Director the information required under subsection 66C(3) of the Act

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Replacement course provider

If a student accepts an offer of a place in a replacement course the student is granted course credits for parts of the original course successfully completed by the student. Design Schools Australia Pty Ltd will issue the student a statement of attainment issued under the Australian Qualifications Framework as evidence of competencies completed prior.

The student will not be charged tuition fees for a replacement component of the replacement course and will be enrolled in the replacement course as soon as practicable. The VSL Tuition Protection Director will be given written notice of the acceptance within 14 days of the acceptance.

Under VET Tuition Assurance the student is entitled to a choice of:

- a. an offer of a place in a similar VET course of study with a Second Provider without any requirement to pay the Second Provider any VET tuition fee for any replacement VET units (this is known as the “**VET Course Assurance Option**”)
- b. a refund of his or her up-front VET payments for any VET unit of study that the student commences but does not complete because Design Schools Australia Pty Ltd trading as Sydney Design School ceases to provide the VET course of study of which the VET unit forms part (this is known as the “**VET Tuition Fee Repayment Option**”)

If Design Schools Australia Pty Ltd trading as Sydney Design School ceases to provide a VET course of study, TPS will send a student enrolled in the VET course of study a written VET Tuition Assurance Offer (the Offer) advising the student of the options available under the VET tuition assurance requirements. The Offer will include directions that the student must follow in order to notify TPS of the choice they have made for each affected VET unit. TPS will provide this Offer within twenty-eight (28) *business days* after it knows, or should know by reasonable enquiries that Design Schools Australia Pty Ltd trading as Sydney Design School has ceased to provide the VET course of study.

For the purposes of VET Student Loans, all courses offered by Design Schools Australia Pty Ltd trading as Sydney Design School in accordance with the course requirements of clause 45 of Schedule 1A of the *Higher Education Support Act 2003* are covered by the Tuition Protection Service ('the Scheme') as part of Design Schools Australia Pty Ltd trading as Sydney Design School's membership of the Scheme.

A student may choose either:

The VET Course Assurance Option:

Under the VET course assurance option, a student will be offered a place in a similar VET course of study by TPS. If the student accepts this option, TPS will make all necessary arrangements to ensure a student is able to enrol with the Second Provider in the similar VET course of study. This offered VET course will lead to the same or a comparable qualification without any requirement on the part of the student to pay the Second

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Provider any VET tuition fee for any replacement VET units (that is, units that the student had commenced but not completed because the VET course ceased to be offered). A student will receive full credit from the Second Provider for any VET units of study successfully completed at Design Schools Australia Pty Ltd trading as Sydney Design School.

The Second Provider nominated by TPS may have different VET tuition fees to the fees the student would have paid for VET units of study which were part of the VET course of study Design Schools Australia Pty Ltd trading as Sydney Design School ceased to provide but which the student had not yet started studying.

A student is not obliged to enrol in a VET course of study with a Second Provider offered by TPS under the VET Course Assurance Option. However, if he/she enrolls with any other VET provider there is no obligation on that VET provider to offer full credit transfer for the VET units of study completed with Design Schools Australia Pty Ltd trading as Sydney Design School or to offer replacement VET unit/s free of charge.

OR

The VET Tuition Fee Repayment Option

Under the VET Tuition Fee Repayment Option, TPS undertakes to pay the student the total of any up-front VET payments already paid by the student for any VET units of study the student has commenced but not completed because the VET course ceased to be offered. Students selecting this option will also have their FEE-HELP balance re-credited for the uncompleted VET units.

Publication

The *Statement of VET Tuition Assurance* will be made public to students on Design Schools Australia Pty Ltd trading as Sydney Design School's website (www.sydneydesignschool.com.au).

Design Schools Australia Pty Ltd trading as Sydney Design School will also advise students about where the *Statement of VET Tuition Assurance* may be obtained from as part of their enrolment information and in the student handbook.

Version 4: 26 May 2016

Version 5: 14 February 2017

Version 6: 3 November 2022