

PROCEDURES FOR PROVIDER DEFAULT THROUGH NON DELIVERY OF COURSE

(National Code Standard 3 - Formalisation of enrolment)

The table below is based on The Department of Education advice as to non delivery scenarios applicable at TAFE NSW:

Course Status	Provider Default 'Non delivery' Yes/No	Action Required - students	Action required - Institute	Action required - DEC International
1. TAFE NSW course number and CRICOS number change, no change to Course name or duration (replacement course)	No	(i) New students – issued with eCoEs & cover/offer letters for new course (ii) If continuing students can enrol in old course, no action. (iii) If they are to transfer to new course, eCoEs, letters etc to be re-issued for new course.		Suspend old course once all status of all eCoEs for course has been resolved
2. As for 1 but course name also changes	Yes, if old course no longer offered. Students could request refund of the unused portion of the pre-paid fees.	(i) If old course is no longer offered, all students must be advised of provider default provisions as per the Department of Education statement. If they choose to continue in the new course, they must sign the agreement and eCoEs issued for new course. (ii) If the old course is still offered then no new eCoEs are required for continuing students.		Suspend old course once all status of all eCoEs for course has been resolved
3. Course is cancelled	Yes	Students advised of provider default provisions and either (i) given a refund or (ii) placed in an alternative. In the case of (ii) they must sign the agreement (copy attached).	Institute Director to notify Director, DEC International within three business days of provider default Institute to offer alternative course offering where possible, and advise DEC International of the outcome within 14 days. If the student agrees to accept the new offer, the Institute will arrange for the student to complete the "Agreement by student offered an alternative course/college after eCoE issue" form and sends to DEC International. If the student wishes to receive a refund instead of alternative course/college, I.M's to for the student to complete a refund form and send to DEC International.	DEC International to report provider default in PRISMS no later than three days from date of advice from Institutes. DEC International to report an outcome of provider default in PRISMS with 14 days If the student accepts the new offer, DEC International will issue a new offer and eCoE. If the student wishes to receive a refund, DEC International Finance will process.

The Department of Education’s plain English statement on provider default as amended for TAFE NSW in application form.

PROVIDER DEFAULT

The cancellation of courses in which international students have enrolled (i.e. have paid offers), is a provider default under the ESOS Act. In such cases TAFE NSW is required to provide students with a choice of a full refund, or an alternative course.

If coordinators are made aware of any course cancellations, these should be referred to your Manager as soon as the cancellation is known.

In the unlikely event that TAFE NSW is unable to deliver the agreed course in full, the student will be offered a refund of all the course money paid to date. The refund will be paid to the student within two weeks of the day on which the course ceased being provided. Alternatively, the student may be offered enrolment in an alternative course by TAFE NSW at no extra cost to the student.

In these cases the Institute International manager will work with DEC International to minimise any negative impact of cancellations on students and on TAFE NSW.

DEC International will report defaults through PRISMS.

If an alternative course is offered, the student has the right to choose whether he or she would prefer a full refund of course fees, or to accept a place in another course. If the student chooses placement in another course, TAFE NSW will ask the student to sign a document to indicate that the student accepts the placement.

Notes:

‘Course money’ is defined in the Code as tuition fee, health cover and any other amounts paid by the student to the provider to undertake the course.

‘At no extra cost’ means that if students are offered an alternative course which has a higher fee than the one they were enrolled for, they are not liable for the difference. As per the Department of Education advice, ‘the primary responsibility of providers in cases of ‘provider default’ is to refund the student. Section 31 (of the ESOS Act) applies only when a provider chooses to arrange for an alternative course for the student at no extra cost and the student accepts the alternative course in writing. Students do however need to be presented with the option of either receiving a full refund or accepting a place in another course. Consequently, students are under no obligation to accept the alternative course if they prefer a refund’.



Agreement by Student offered an alternative course enrolment in case of cancelled course

I accept the offer by TAFE NSW of a place in
(student’s name)

..... at
(name of new course) (name of TAFE college and campus)

I accept this offer as an alternative to the place that I was initially offered in at TAFE NSW.
(name of course cancelled)

My acceptance of this alternative offer, relieves TAFE NSW of any obligation to repay fees or expenses in respect of the cancellation of
(name of cancelled course)

Signed: Dated:

Name:

Address:

Reference number: