

Conditions relevant to the provider being exempt from Part 5A of the VSL Act

1. Course Assurance

1.1 If the provider defaults in relation to a student, the provider must:

- (a) within 24 hours of the default occurring, give written notice of the default to the students in relation to whom the provider has defaulted and update the provider's website to reflect that the course is no longer being provided;
- (b) as soon as practicable liaise with affected students to determine whether there is a suitable replacement course for the student;
- (c) if the provider decides that there is a suitable replacement course available, the provider must give a written notice to the student that includes the following:
 - i. a description of each suitable replacement course, including the qualification the course leads to;
 - ii. the contact details of the provider of each suitable replacement course;
 - iii. an explanation that, if tuition fees have been paid for the affected part of the original course, tuition fees would not be payable for the replacement component of the replacement course;
 - iv. an explanation that if the student chooses to enrol in another course, there is no obligation on the provider of the other course to offer a replacement component without charge to the student;
 - v. an explanation of the matters the provider must consider under clause 2.1 of these conditions in deciding whether there is a suitable replacement course; and
 - vi. an explanation that the student has a right to request reconsideration of the provider's decision within 28 days (or such longer period as the provider requires);
 - vii. an explanation that if, upon reconsideration, it is determined that there is no suitable replacement course for the student, an amount equal to the student's loan amount that has been used to pay tuition fees for the student will be re-credited to the student's HELP balance.

1.2 If the provider decides that there is no suitable replacement course for a student, the provider must give a written notice to the student that includes the following:

- (a) a statement that the provider has decided that there is no suitable replacement course for a student;
- (b) the matters the provider was required to consider under 2.1 of these conditions in making that decision;
- (c) an explanation that the student has a right to request reconsideration of the provider's decision within 28 days (or such longer period as the provider allows);
- (d) an explanation that if, the decision is not reconsidered or is confirmed, an amount equal to the student's loan amount that has been used to pay tuition fees for the student will be re-credited to the student's HELP balance.

2. Suitable replacement course

2.1 The matters a provider must consider in deciding whether there is a suitable replacement course are:

- (a) whether the replacement course leads to the same or a comparable qualification as the original course;
- (b) whether the mode of delivery of the original replacement course is the same as the mode of delivery of the original course;
- (c) the location where the replacement course for a student will be primarily delivered;
- (d) whether a student who enrolls in the replacement course:
 - i. will incur additional fees that are unreasonable; and
 - ii. will be able to attend the course without unreasonable impacts on the student's prior commitments.

3. **Review of decision**

3.1 If a student requests a review of the provider's decision (the original decision), under either paragraph 1.1(c)(vi) or 1.2(c) of these conditions the provider must:

- (a) undertake a review of the original decision and notify the student of the outcome and reasons for the new decision in writing within 28 days;
- (b) the new decision must be made by an officer of the provider who was not involved in making the original decision.

4. **Repayment and re-crediting**

4.1 The provider must, on the Secretary's behalf, re-credit the student's HELP balance with an amount of the VET Student Loan that was used to pay tuition fees for the student for the affected part if there is no suitable replacement course.

4.2 The provider agrees that if the provider fails to act under clause 4.1 of these conditions within a reasonable period, the Secretary may re-credit the student's HELP balance.

4.3 Following the re-credit of the student's HELP balance, the provider must pay to the Commonwealth an amount equal to the loan amount that was re-credited to the student's HELP balance.