

VET STUDENT LOANS

Academy of Information Technology (AIT) complies with the following extract from the “Exemption Notice”, dated 20 December 2017.

Attachment A – Exemption Conditions

Clause 4. Acceptance of displaced students

4.1 If the Service Provider [the Department (or a consultant engaged by the Department)] gives written notice to the Provider [AIT] that a replacement tuition offer for a place with the Provider [AIT] has been made and accepted by a student (displaced student) the Provider [AIT], acting as a replacement provider must accept the displaced student unless:

- (a) the displaced student has failed to abide by, or to agree to abide by, the Provider’s [AIT’s] reasonable policies and procedures (with which the student has been provided);
- (b) the Provider [AIT] can establish, to the satisfaction of the Service Provider that circumstances apply which indicate it is reasonable for the Provider [AIT] to not accept the student.

4.2 Without limiting the circumstances that may apply for clause 4.1(b), such circumstances may include:

- (a) if placement with the Provider [AIT] would not be in the best interests of the displaced student; or
- (b) if the Provider [You] has accepted a number of displaced students and it would be unreasonable for the Provider [AIT] to accept another displaced student having regard to the Provider’s [AIT’s] capacity and capability.

Clause 5. Obligations as a replacement provider

5.1 The Provider [AIT] must ensure, subject to clause 4.1, that the displaced student is enrolled in the replacement course with the Provider [AIT] as soon as possible.

5.2 The Provider [AIT] must ensure that a displaced student enrolled in a replacement course with the Provider [AIT]:

- (a) is granted course credits for parts of the original course successfully completed by the student, as evidenced by:
 - i. a copy of a statement of attainment or other Australian Qualifications Framework certification documentation issued by a course provider or an authorised issuing organisation in accordance with the Australian Qualifications Framework; or
 - ii. a copy of an authenticated VET transcript issued by the Student Identifiers Registrar.
- (b) is not charged tuition fees for a replacement component of the replacement course.

Attachment B – Conditions on Approval

The following condition is imposed on Approval;

1. The Provider [AIT] must, while the Exemption is in place, comply with the Exemption Conditions set out in Attachment A to this notice.

Reasons for imposing conditions on approval

The reason for imposing this condition on the Provider’s [AIT’s] Approval is to ensure that adequate and appropriate measures are in place to support students and the Commonwealth in the event that the Provider [AIT] or another approved provider ceases to provide an approved course at any time after the course starts

but before it is completed. This is important to ensure the sustainability of the VET Student Loans Program and to allow students to continue their vocational education and training with minimal disruption.

Attachment C – Statement of Tuition Assurance for Exempt VET Student Loans (VSL) Providers

Replacement courses

8. The Commonwealth Department of Education and Training (the Department (or a consultant engaged by the Department)) will work with affected students to identify a replacement course and arrange for students to be placed with replacement providers.

9. Replacement courses must meet the following requirements:

- the course must lead to the same or comparable qualification as the original course;
- the mode of delivery of the replacement course must be the same as or, with the student's consent, similar to the mode of delivery for the original course;
- the location of the replacement course must be reasonable, having regard to the costs of, and the time required for, a student's travel; and
- the student will not incur additional fees that are unreasonable and will be able to attend the replacement course without unreasonable impacts on the student's prior commitments.

11. A student who accepts the replacement course offered will not be required to pay the replacement provider for the replacement components of the replacement course. However, the fees payable for the remainder of the replacement course may be different from the fees payable for the original course.

12. A student who accepts the replacement course offered will also receive course credits for parts of the original course successfully completed by the student, as evidenced by:

- a copy of a statement of attainment or other Australian Qualifications Framework certification document issued by the course provider or an authorised issuing organisation in accordance with the Australian Qualifications Framework; or
- a copy of an authenticated VET transcript issued by the Student Identifiers registrar.

13. Each affected student will have a period of six (6) months in which to accept the replacement course offer. The Department may extend that period in circumstances that justify an extension.

14. If an affected student enrolls in a course that is not a replacement course, the student may be required to pay additional tuition fees, and might not receive the course credits the student would have received if the student had enrolled in a replacement course.