



Statement of Tuition Assurance

Under the provisions of the *Higher Education Support Act 2003* (HESA) and the associated HEP Guidelines for the Australian Institute of Music (the First Provider) is required to provide a tuition assurance arrangement for Australian citizens or holders of an Australian permanent humanitarian visa who are enrolled in higher education courses it offers. This requirement is to protect students in the event that the Australian Institute of Music ceases to provide a course of study in which a student is enrolled. The meaning of 'ceasing to provide a course of study' is set out in the HEP Guidelines (http://www.backingaustraliasfuture.gov.au/guidelines/hep_guide.htm).

Under the provisions of the *Higher Education Support Act 2003* (HESA) and the associated Higher Education Provider Guidelines The Australian Institute of Music is required to provide a tuition assurance arrangement for persons, other than overseas students*, who are enrolled in higher education courses it offers. This requirement is to protect students in the event that The Australian Institute of Music ceases to provide a course of study in which a student is enrolled. The meaning of 'ceasing to provide a course of study' is set out in the HEP Guidelines at: <http://www.comlaw.gov.au/comlaw/management.nsf/lookupindexpagesbyid/IP200510176?OpenDocument> .

In the event that The Australian Institute of Music ceases to provide a course of study in which a student is enrolled the student is entitled to a choice of:

- a) an offer of a place in a similar course of study with a Second Provider without any requirement to pay the Second Provider any student contribution or tuition fee for any replacement units (this is known as the **"Course Assurance Option"**);

OR

- b) a refund of his or her up-front payments for any unit of study that the student commences but does not complete because The Australian Institute of Music ceases to provide the course of study of which the unit forms part (this is known as the **"Student Contribution/Tuition Fee Repayment Option"**)

The Australian Institute of Music has met the tuition assurance requirements of the HESA through its current membership of the ACPET Tuition assurance scheme. Contact details for ACPET are:

New South Wales Office

Suite 12, Level 14
329 Pitt Street
Sydney NSW Australia
Box Q1076
QVB PO
Sydney NSW 1230
Ph: 92644490

If The Australian Institute of Music ceases to provide a course of study, ACPET will send a student enrolled in the course of study a Written Tuition Assurance Offer (the Offer) advising the

student of the options available under the tuition assurance requirements. The Offer will include directions that the student must follow in order to notify ACPET of the choice they have made for each affected unit. ACPET will provide this Offer within twenty *Business Days* after it knows, or should now by reasonable enquiries that The Australian Institute of Music has ceased to provide the course or study.

The course/s of study for which The Australian Institute of Music has ACPET membership are:

Bachelor of Music
Bachelor of Performance
Diploma of Music
Graduate Certificate in Arts Management
Graduate Certificate of Music
Graduate Diploma of Arts Management
Graduate Diploma of Music
Master of Arts Management
Master of Music

A student may choose either:

The Course Assurance Option:

Under the course assurance option, a student will be offered a place in a similar course of study by ACPET. If the student accepts this option, ACPET will make all necessary arrangements to ensure a student is able to enrol with the Second Provider in the similar course of study. This offered course will lead to the same or a comparable qualification without any requirement on the part of the student to pay the Second Provider any student contribution or tuition fee for any replacement units (that is, units that the student had commenced but not completed because the course ceased to be offered). A student will receive full credit from the Second Provider for any units of study successfully completed at The Australian Institute of Music.

The Second Provider nominated by ACPET may have different contribution amounts or tuition fees to the amounts or fees the student would have paid for units of study which were part of the course of study The Australian Institute of Music ceased to provide but which the student had not yet started studying.

A student is not obliged to enrol in a course of study with a Second Provider offered by ACPET under the Course Assurance Option. However, if he/she enrolls with any other provider there is no obligation on that provider to offer full credit transfer for the units of study completed with The Australian Institute of Music or to offer replacement/s unit free of charge.

OR

The Student Contribution/Tuition Fee Repayment Option

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

Procedures for Refund of Domestic Student Fees

This procedure applies to all local students who have paid full or partial fees to study at AIM and complies with the ESOS Act 2003.

Conditions for the refund of fees:

Refund of fees paid before the student has commenced study:

AIM will refund tuition fees in the case that:

- a. a student provides **documented** evidence that serious illness or misadventure has occurred prior to the course commencing; or
- b. a student is precluded from re-enrolling under AIM's rules and has paid fees for the period of exclusion.

If AIM is satisfied that one of the above conditions is fulfilled, AIM will refund the tuition fees paid.

Refund of fees after the student has commenced study:

If a domestic student withdraws before census date (normally within the first three weeks of semester and is advertised on the AIM website:

http://www.aim.edu.au/future_students/2008_calendar_1.html) the following will apply:

Fee help students

AIM will delete all financial liability from the student's record and will not report the student financial liability to the Department of Education.

Upfront paying students

Aim will refund the full tuition fee to the student.

Withdrawal after census date:

If a student withdraws after census date no refund of fees will be available unless a student provides **documented** evidence that serious illness or misadventure has occurred and AIM is satisfied with the documentation provided. A request of this nature will be tabled at a Discipline and Appeals Committee and be reviewed.

Applying for a refund of fees

All requests for refunds must be made in writing to the Registrar (forms available from AIM Student Services) and **must be accompanied by supporting documentary evidence** to provide a basis for such a request.

This Agreement does not remove the right of the student to take further action under Australia's consumer protection laws.

In Summary What happens in the event of a course not being delivered by AIM

In the unlikely event that The Australian Institute of Music is unable to deliver your course in full, you will be offered a refund of all course money you have paid to date. The refund will be paid to you within two weeks of the day on which the course ceased being provided. Alternatively you may be offered enrolment in an alternative course by The Avondale College at no extra cost to you. You have the right to choose whether you would prefer a full refund of course fees, or to accept a place in another course. If you choose placement in another course, we will ask you to sign a document to indicate that you accept the placement.

If The Australian Institute of Music is unable to provide a refund or place you in an alternative course our Tuition Assurance Scheme with ACPET (Australian Council for Private and Education Training) will place you in a suitable alternative course at no extra cost to you.

Finally, if ACEPT can not place you in a suitable alternative course, the ESOS Assurance Fund Manager will attempt to place you in a suitable alternative course or, if this is not possible, you will be eligible for a refund as calculated by the Refund Manager.