

Tuesday, 17 April 2018

Ms Sheryn Tosolini  
CEO  
Benchmark College  
PO Box 4098  
PENRITH, NSW 2750

Member ID: 177314

Dear Sheryn,

I am writing to you regarding **Benchmark College's** ACPET Australian Student Tuition Assurance Scheme (ASTAS) application.

I am pleased to advise that this application has been approved. The details of your cover include:

- **Benchmark College** has a total approved tuition assurance limit of [REDACTED]. This limit is based on the most recent information provided by your organisation, which has determined the total limit of assurance that can be offered under ASTAS
- The revenue projection provided by your organisation is [REDACTED] for fee for service revenue, requiring tuition assurance protection in accordance with clause 7.3 of the RTO Standards 2015 or the Higher Education Standards Framework (Threshold Standards) 2015
- This limit covers a total of [REDACTED] students.
- Cover is valid from 01/01/2018 to 31/12/2018.

ACPET's approval of your organisation to participate is conditional on your agreement to the following conditions:

- As an approved ASTAS provider, you agree to enter into a Deed of Indemnity with ACPET, which to the maximum extent permitted by law, unconditionally indemnifies ACPET against all Liabilities incurred by ACPET
- As an approved ASTAS provider, you are required to comply with the requirements as specified in Section 11 of ACPET's By-Laws.
- A clear explanation of the scope (and exclusions) of ASTAS cover must be published and communicated to students. An example is provided at Attachment 3
- ASTAS provides cover for fees paid in advance, fee for service and full fee-paying students. ACPET has no responsibility for any students funded under FEE HELP, VET FEE HELP or Vet Student Loans, except for fees paid in addition to the loan schemes and collected in advance of tuition and declared to ACPET as a component of the ASTAS application
- ASTAS only provides protection to students in the event of the insolvency. Should your organisation close a course but continue to trade, you will be responsible for student placement and refunds

- ASTAS does not provide cover where an ASTAS member places students with another provider while also advising the students to claim for a refund under ASTAS
- On-going ASTAS approval is conditional on maintaining the satisfactory academic performance of students. This requires:
  - the monitoring of student progress and the achievement of national benchmarks for student completion
  - student progress through their course of study within the agreed timelines and the withdrawal of students who are not engaged in learning
- The collection of 100% of course fees in advance of tuition will not be supported under ASTAS without the specific approval of ACPET
- Your concurrence to the conditions of approval is to be provided in writing, by returning the agreement provided at Attachment 4.

If you require any further information please contact the ACPET ASTAS team at [astas@acpet.edu.au](mailto:astas@acpet.edu.au) or (03) 9412 5900.

Yours sincerely



Rod Camm  
**Chief Executive Officer**  
**Australian Council for Private Education and Training**

## **Attachment 3**

### **Definition of ASTAS for Students**

ACPET offers tuition assurance protection to students in the event that a student is unable to complete a course as a result of the insolvency of a Registered Training Organisation (RTO). Tuition Assurance relates to that portion of a student's tuition fees that were paid in advance of that tuition.

The Scheme offers two choices. When an RTO ceases to trade, students can request to continue their study in a comparable course with an alternative provider, or to discontinue with their studies and obtain a refund for the fees prepaid but unutilised. The ASTAS is underpinned by an Insurance Policy and all refunds are carried out in accordance with this policy.

The Insurance Policy does not provide for the full refund of all fees as at the date of payment of those fees. Rather, the policy operates based on the effluxion of time, from the commencement of your enrolment to your expected completion date.

The policy will pay out the proportion of your course fees, calculated from the date of your provider's insolvency. That is, the proportion of unutilised fees left as at the date of insolvency.

This effectively means that if you paid 100% of your course fees in advance and are half way through the time agreed for your course, you would receive 50% of your fees, subject to the other terms and conditions in the policy.