

 BOND UNIVERSITY	PROVIDER DEFAULT PROCEDURE
Endorsing Policy:	Curriculum Management Policy
Procedure owner:	Director, Student Business Services
Contact officer:	Director, Student Business Services
Approval authority:	University Registrar
Date of next review:	December 2028

1. PURPOSE AND OBJECTIVES

In order to mitigate the risk of Bond University entering Provider Default when ceasing to offer higher education [Programs](#) or [Subjects](#), this Procedure defines what is Provider Default and outlines the reporting requirements should a Provider Default occur for Bond University as a Table B Provider under the [Tertiary Education Quality and Standards Agency Act 2021](#) (TEQSA Act); the [Education Services for Overseas Students Act 2000](#) (ESOS Act); and the [Higher Education Support Act 2003](#) (HESA). The legislated procedures are in place to ensure that students who have accepted an offer or who are currently enrolled in a Program or Subject are not disadvantaged.

WHAT IS PROVIDER DEFAULT

1.1 In relation to an overseas student or intending overseas student [Under the [ESOS Act 46A](#)]

A [Registered Provider](#) [Bond University] defaults, in relation to an overseas student or intending overseas student and a Program at a location, if:

- (a) either of the following occurs:
 - (i) the provider fails to start to provide the Program to the student at the location on the agreed starting day;
 - (ii) the Program ceases to be provided to the student at the location at any time after it starts but before it is completed; and
- (b) the student has not withdrawn before the default day.

A Registered Provider [Bond University] does not default, in relation to an overseas student or intending overseas student and a Program at a location, if the provider fails to start to provide the Program, or the Program ceases to be provided to the student because the student defaults due to one or more of the following events:

- (i) the student failed to pay an amount that they were liable to pay the provider [Bond University], directly, or indirectly, in order to undertake the Program;
- (ii) the student breached a condition of their student visa;
- (iii) misbehaviour by the student.

1.2 In relation to a domestic student or intending domestic student

1.2.1 [Under the [HESA 166-10](#)]

- (a) A higher education provider [Bond University] defaults in relation to a student if:
 - (i) the provider fails to start to provide a Subject to the student on the day on which the Subject was scheduled to start; and
 - (ii) the student has not withdrawn before that day; and
 - (iii) the student was entitled, or would have been entitled, to FEE-[HELP](#) assistance or HECS-HELP assistance for the Subject.
- (b) A higher education provider [Bond University] defaults in relation to a student if:
 - (i) the provider ceases to provide a Subject to the student on a day after the Subject starts but before it is completed; and
 - (ii) the student has not withdrawn before that day; and
 - (iii) the student was entitled, or would have been entitled, to FEE-HELP assistance or HECS-HELP assistance for the Subject.
- (c) A higher education provider [Bond University] defaults in relation to a student if circumstances prescribed by the [Higher Education Provider Guidelines](#) apply in relation to the provider and the student including:
 - (i) the student is enrolled in a Program with that provider and is not enrolled in any Subjects within that Program; and

- (ii) the provider fails to commence the Program on the day the Program was scheduled to start or ceases to provide the Program on a day after the Program starts but before it is completed.
- Refer to the Higher Education Provider Guidelines, section 12 for full details.

1.2.2 [Under the [TEQSA Act 62C](#)]

- (a) A registered higher education provider [Bond University] defaults in relation to a domestic student if:
- (i) The provider fails to start to provide a Subject to the student on the day the Subject was scheduled to start; and
 - (ii) the student has not withdrawn before that day; and
 - (iii) an up-front payment was made for the student for the Subject on or before that day; or
 - (iv) an up-front payment was not made for the student for the Subject on or before that day and the student was not entitled, and would not have been entitled, to FEE-HELP assistance for the Subject.
- (b) A registered higher education provider [Bond University] defaults in relation to a domestic student if:
- (i) the provider ceases to provide a Subject to the student on a day after the Subject starts but before it is completed; and
 - (ii) the student has not withdrawn before that day; and
 - (iii) an up-front payment was made for the student for the Subject on or before that day; or
 - (iv) an up-front payment was not made for the student for the Subject on or before that day and the student was not entitled, and would not have been entitled, to FEE-HELP assistance for the Subject.
- (c) A registered higher education provider [Bond University] defaults in relation to a domestic student if circumstances prescribed by the [Up-front Payment Guidelines](#) apply in relation to the provider and the student:
- (i) The student is enrolled in a Australian program of study with that provider and is not enrolled in any subjects within that program; and
 - (ii) The provider fails to commence the program on the day the program was scheduled to start or ceases to provide the program on a day after the program starts but before it is completed.

2. AUDIENCE AND APPLICATION

University Registrar, Student Business Services and all Faculties and University Academic Units

3. ROLES AND RESPONSIBILITIES

Role	Responsibility
University Registrar (Principal Executive Officer)	▪ Responsible for formal notifications to TPS Director as prescribed by the HESA Act/ESOS Act/TEQSA Act.
	▪ Responsible for formal notifications to the ESOS Agency [TEQSA] as legislated.
Director, Student Business Services	▪ Responsible for formal notifications to the Students as legislated.
	▪ Responsible for notifying University Registrar of Provider Default and preparation of formal notifications for University Registrar to sign for TPS Director as prescribed by HESA Act/ESOS Act/TEQSA Act.
Timetabling/Enrolment Unit	▪ Responsible for notifying Director, Student Business Services of Provider default for Subjects as per Timetabling Procedures.
Faculty Executive Dean and/or delegate	▪ Responsible for preventing Provider Default from occurring by accountable transition planning with Programs being phased out.
	▪ Responsible for notifying Director, Student Business Services of Provider Default for Programs that default after commencing.
Director, Admissions	▪ Responsible for notifying Director, Student Business Services of Provider Default for Programs that do not commence on the agreed starting date.

4. THE PROCEDURE

The strict legislative obligations and timelines for higher education providers for reporting and acting on a provider default are set out below.

4.1 In relation to an overseas student or intending overseas student [Under the [ESOS Act 46B](#)]

- (a) A Registered Provider [Bond University] must notify, in writing, the ESOS Agency [TEQSA] for the provider and the TPS Director of the default **within 3 business days** of the default occurring.
- (b) The notice must include the following:
- (i) the circumstances of the default
 - (ii) the details of the students in relation to whom the provider has defaulted
 - (iii) advice as to:

- a. whether the provider intends to discharge its obligations to those students [in relation to an overseas student or intending overseas student and a Program at a location]; and
 - b. (if appropriate) how the provider intends to discharge those obligations.
- (iv) The provider must also notify, in writing, of the default to the students in relation to whom the provider has defaulted.

4.2 In relation to a domestic student or intending domestic student

4.2.1 [Under the [HESA 166-15](#)]

- (a) The higher education provider must, **within 24 hours** of the default occurring, give written notice to the Higher Education Tuition Protection Director of the circumstances of the default (refer [Template A](#)).
- (b) The higher education provider must, **within 3 business days** of the default occurring, give a written notice to the Higher Education Tuition Protection Director specifying:
 - (i) the student's full name and contact details;
 - (ii) the Subjects and the Program that the student was enrolled in at the time of the default;
 - (iii) the amount of the tuition fees for each Subject that the student was enrolled in at the time of the default;
 - (iv) details about the payment of those tuition fees; and
 - (v) advice as to:
 - a. whether the provider intends to discharge its obligations to the student as per HESA Act 166-25.
 - b. (if appropriate) how the provider intends to discharge those obligations.
 - (vi) Any other matter prescribed by the Higher Education Provider Guidelines.
- (c) The written notice to the Higher Education Tuition Protection Director under the [HESA 166-15\(3\)](#) and the [Higher Education Provider Guidelines](#) Chapter 2, s.13(1) must specify for each student in relation to each Subject and Program that the student was enrolled in at the time of the default:
 - (i) the student's residential address, phone number and email address;
 - (ii) whether the student was studying part-time or full-time;
 - (iii) the mode of delivery of each Subject or Program and if the student did not study online, the location (campus, suburb, and postcode) where each Subject was primarily delivered;
 - (iv) Subject and Program description outlines, including outlines for completed Subjects;
 - (v) whether the student has withdrawn from the Program and the date of withdrawal;
 - (vi) whether the student has deferred from any Subjects or the Program, the date for the deferral and the date the student is expected to re-commence study;
 - (vii) the Subject status and Subject completion date for each Subject, including whether the status is withdrawn, ongoing, passed or failed;
 - (viii) any work integrated learning and internship requirements for each Subject;
 - (ix) information about any scholarship arrangements or any payment arrangements made for the student by a third party for the student's tuition fees; and
 - (x) the total of other fees that are not tuition fees paid for the student for the Subject or Program received by the provider.
- (d) The written notice given to the Higher Education Tuition Protection Director must include information about the number of students in relation to whom the higher education provider has defaulted (refer [Template B1](#) & [B2](#)).

4.2.2 Under the [TEQSA Act](#) [62D]

- (a) In relation to a domestic student, the provider must, **within 24 hours** of the default occurring, give written notice to the Higher Education Tuition Protection Director of the circumstances of the default (refer [Template A](#)).
- (b) The provider must, **within 3 business days** of the default occurring, give a written notice to the Higher Education Protection Director specifying:
 - (i) the following information:
 - a. the students full name and contact details;
 - b. the Subjects and the Australian Program that the student was enrolled in at the time of the default;
 - c. the amount of the tuition fees for each Subject that the student was enrolled in at the time of the default;
 - d. details about the payment of those tuition fees; and
 - (ii) advice as to:
 - e. whether the provider intends to discharge its obligations to the student under (62F).
 - f. any other matter prescribed by the [Tuition Protection \(Up-front Payments Guidelines\) 2020](#) (refer [Template B1](#) & [B2](#)).

5. OBLIGATIONS ON REGISTERED PROVIDERS TO THE STUDENT IN CASE OF PROVIDER DEFAULT

5.1 In relation to an overseas student or intending overseas student [under the [ESOS Act 46D](#)]

- (a) The Registered Provider [Bond University] must discharge its obligations to the student *within the period of 14 days* after the default day. The provider discharges its obligations to the student if:
 - (i) the provider arranges for the student to be offered a place in an alternative Program at the provider's expense; and
 - (ii) the student accepts the offer in writing; or
 - (iii) the provider provides a refund of the amount of any unspent tuition fees received by the provider in respect of the student (in accordance section 46D(6)).

5.2 In relation to a domestic student or intending domestic student [under the [HESA 166-20](#)]

- (a) The higher education provider must, *within 24 hours* of the default occurring, give written notice of the default to the students in relation to whom the provider has defaulted.
- (b) For the purposes of the [HESA 166-20](#), and in accordance with the [Higher Education Provider Guidelines](#), s. 14, the higher education provider must specify in its written notice of default to students in relation to whom it has defaulted:
 - (i) the name of the Program and Subjects that the student was enrolled in at the time of the default;
 - (ii) the date of the default
 - (iii) a copy of the student's transcript for Subjects already completed;
 - (iv) evidence of any amounts of up-front payments received; and
 - (v) details of where to get information from the responsible Australian Government Department about tuition protection.
- (c) The higher education provider must send the notice in one of the following ways:
 - (i) to the student's personal email address as advised by the student;
 - (ii) to the student's postal address as advised by the student; or
 - (iii) to the student by another method agreed to by the student. (Refer [Template C](#)).
- (d) If the [HESA 166-25 \(4a\)](#) applies (there are one or more suitable replacement subjects or suitable replacement programs for the student), the provider must give a written notice to the student that includes the following:
 - (i) a statement that the student may decide to do one of the following:
 - a. enrol in a suitable replacement Subject or suitable replacement Program;
 - b. enrol in another Subject or Program;
 - c. elect to have an amount equal to the amounts of FEE-HELP assistance that the student received for the affected Subject re-credited to the student's HELP balance.
 - (ii) a description of each suitable replacement Subject or replacement Program, including the qualification that the suitable replacement Program leads to;
 - (iii) the contact details of the provider of each suitable replacement Subject or suitable replacement Program;
 - (iv) an explanation that if tuition fees have been paid for the affected Subject of the original Program, tuition fees would not be payable for a suitable replacement Subject or a replacement Subject of a suitable replacement Program;
 - (v) an explanation that if the student chooses to enrol in another Subject or Program, there is no obligation on the provider of the other Subject or Program to offer a replacement Subject without charge to the student;
 - (vi) an explanation of the matters the provider must have regard to under 166-25 (5) and (6).
 - (vii) any other matter prescribed by the [Higher Education Provider Guidelines 2023](#).

5.3 In relation to a domestic student [under the [TEQSA Act 62E](#)]

- (a) The provider must, *within 24 hours* of the default occurring, give written notice of the default to the domestic student
- (b) The notice given must comply with any requirements prescribed by the [Tuition Protection \(Up-front Payments Guidelines\) 2020](#) Div. 6 (16).
- (c) Specifically, the registered higher education provider must specify in its written notice of default to domestic students in relation to whom it has defaulted:
 - (i) the name of the Australian Program and Subjects that the student was enrolled in at the time of the default;
 - (ii) the date of the default;
 - (iii) a copy of the student's transcript for Subjects already completed;
 - (iv) evidence of any amounts of up-front payments received; and
 - (v) details of where to get information from the responsible Australian Government Department about tuition protection (Refer [Template C](#)).

- (d) The higher education provider must send the notice in one of the following ways:
 - (i) to the student's personal email address as advised by the student;
 - (ii) to the student's postal address as advised by the student; or
 - (iii) to the student by another method agreed to by the student.
- (e) If paragraph 62F(4a) under the [TEQSA Act](#) applies (there are one or more suitable replacement Subjects or suitable replacement programs for the student), the provider must give a written notice to the student that includes the following:
 - (i) a statement that the student may decide to do one of the following:
 - a. enrol in a suitable replacement Subject or suitable replacement Program;
 - b. enrol in another Subject or Program;
 - c. elect to receive a refund in accordance with [TEQSA Act](#) 62F(8).
 - (ii) a description of each suitable replacement Subject or suitable replacement Program, including the qualification that the suitable replacement Program leads to;
 - (iii) the contact details of the provider of each suitable replacement Subject or suitable replacement Program;
 - (iv) an explanation that, if tuition fees have been paid for the affected Subject of the original Program, tuition fees would not be payable for a suitable replacement Subject or the replacement Subject of a suitable replacement Program;
 - (v) an explanation that if the student chooses to enrol in another Subject or Program, there is no obligation on the provider of the other Subject or Program to offer a replacement Subject without charge to the student;
 - (vi) an explanation of the matters the provider must have regard to under 62F (5) and (6).
 - (vii) any other matters prescribed by the [Tuition Protection \(Up-front Payments Guidelines\) 2020](#).
- (f) If:
 - (i) there is no suitable replacement subject or suitable replacement program for the student in accordance with section 62F(4b); or
 - (ii) the student elects to receive a refund in accordance with subsection 62F(7) the provider must pay the student a refund of the amount equal to the sum of any up-front payments made for the affected Subject.
 - (iii) The provider must provide the refund in accordance with any requirements prescribed by the [Tuition Protection \(Up-front Payments Guidelines\) 2020](#).
- (g) Despite paragraph 5.3 (e)(i) above, if the student was entitled to FEE-HELP assistance for any affected Subjects of the original Program, any elections made under that paragraph in relation to those Subjects must be consistent with any elections made under section [166-25(7)(a) of the [HESA](#)] in relation to those Subjects.

6. PROVIDERS DISCHARGING ITS OBLIGATIONS

6.1 In relation to an overseas student or intending overseas student [under the [ESOS Act](#) 46F]

- (a) The Registered Provider must give notice to the ESOS Agency (TEQSA) for the provider and the TPS Director **within 7 days** after the end of the provider obligation period. The notice must include the following:
 - (i) whether the provider discharged its obligations to the student in accordance with section 46D.
 - (ii) if the provider arranged alternative Programs:
 - a. details of the students the provider arranged alternative Programs for; and
 - b. details of the Programs arranged; and
 - c. evidence of each student's acceptance of an offer of a place in an alternative Program;
 - (iii) if the provider provided refunds:
 - a. details of the students the provider provided refunds to; and
 - b. details of the amounts of the refunds provided.

6.2 In relation to a domestic student or intending domestic student [under the [HESA](#) 166-25]

- (a) The provider must discharge its obligations to the student in accordance with this section, **within the period of 14 days**, after the day the provider defaulted in relation to the student.
- (b) The provider discharges its obligations to the student if:
 - (i) the provider arranges for the student to be offered a place in a suitable replacement Subject or suitable replacement Program and the student accepts the offer in writing; or
 - (ii) the provider:
 - a. re-credits the HELP balance in accordance with the [HESA](#) subsection 97-42(1) or 104-42(1) (as the case requires); and
 - b. pays an amount to the Commonwealth in accordance with subsection 36-24A(2) or 110-5(1) (as the case requires).

- the provider must identify whether:
- c. there are one or more suitable replacement Subjects or suitable replacement Programs for the student; or
 - d. there is no suitable replacement Subject or suitable replacement Program for the student.
- (iii) In identifying whether there is a suitable replacement Program, the provider must have regard to the following matters:
- a. whether the replacement Program leads to the same or a comparable qualification as the original Program;
 - b. what credits the student may receive for the Subjects of the original Program successfully completed by the student;
 - c. whether the mode of delivery of the replacement Program is the same as the mode of delivery of the original Program;
 - d. the location where the replacement Program will be primarily delivered;
 - e. whether the student:
 - i. will incur additional fees that are unreasonable; and
 - ii. will be able to attend the Program without unreasonable impacts on the student's prior commitments;
 - iii. any other matter prescribed by the [Higher Education Provider Guidelines](#).
- (iv) In identifying whether there is a suitable replacement Subject, the provider must have regard to the following matters:
- a. whether the student will receive credit under the student's *original course for the replacement Subject;
 - b. whether the mode of delivery of the replacement Subject is the same as the mode of delivery of the *affected Subject;
 - c. the location where the replacement Subject will be primarily delivered;
 - d. whether the student:
 - i. will incur additional fees that are unreasonable; and
 - ii. will be able to attend the replacement Subject without unreasonable impacts on the student's prior commitments;
 - iii. any other matter prescribed by the [Higher Education Provider Guidelines](#).
- (v) A higher education provider that defaults in relation to a student must give a notice to the Higher Education Tuition Protection Director within 7 days after the end of the 14 days provider obligation period. The notice must include the following:
- a. whether the provider discharged its obligations to the student in accordance with section 166-25 of the HESA.
 - b. if the provider arranged a suitable *replacement Subject or a suitable *replacement Program:
 - i. details of the student; and
 - ii. details of the replacement Subject or the replacement Program; and
 - iii. evidence of the student's acceptance of an offer of a place in the replacement Subject or replacement Program;
 - c. if the provider re-credited the student's HELP balance and paid an amount to the Commonwealth as referred to in the [HESA s.166-25\(3\)\(b\)\]](#):
 - i. details of the student; and
 - ii. details of the amount re-credited and the amount paid.
 - iv. The notice must comply with any requirements prescribed by the [Higher Education Provider Guidelines](#).

6.3 In relation to a domestic student or intending domestic student [under the [TEQSA Act 62F](#)]

- (a) The provider must discharge its obligations to the student in accordance with this section, *within the period of 14 days*, after the day the provider defaulted in relation to the student.
- (b) The provider discharges its obligation to the student if:
 - (i) the provider arranges for the student to be offered a place in a suitable replacement Subject or suitable replacement Program and the student accepts the offer in writing; or
 - (ii) the provider provides a refund in accordance with 62F subsection (8)
 - (iii) the provider must identify whether:
 - a. there are one or more suitable replacement Subjects or suitable replacement Programs for the student; or
 - b. there is no suitable replacement Subject or suitable replacement Program for the student.
 - (iv) in identifying whether there is a suitable replacement Program, the provider must have regard to the following matters:
 - a. whether the replacement Program leads to the same or a comparable qualification as the original Program;

- b. what credits the student may receive for the Subjects of the original Program successfully completed by the student;
 - c. whether the mode of delivery of the replacement Program is the same as the mode of delivery of the original Program;
 - d. the location where the replacement Program will be primarily delivered;
 - e. whether the student:
 - i. will incur additional fees that are unreasonable; and
 - ii. will be able to attend the replacement Program without unreasonable impacts on the student's prior commitments;
 - iii. any other matter prescribed by the [Tuition Protection \(Up-front Payments Guidelines\) 2020](#).
- (v) in identifying whether there is a suitable replacement Subject, the provider must have regard to the following matters:
- a. whether the student will receive credit under the student's original Program for the replacement Subject;
 - b. whether the mode of delivery of the replacement Subject is the same as the mode of delivery of the affected Subject;
 - c. the location where the replacement Subject will be primarily delivered;
 - d. whether the student:
 - i. will incur additional fees that are unreasonable; and
 - ii. will be able to attend the replacement Subject without unreasonable impacts on the student's prior commitments;
 - e. any other matter prescribed by the [Tuition Protection \(Up-front Payments Guidelines\) 2020](#).

7. DEFINITIONS, TERMS, ACRONYMS

[HELP](#)

Government assistance for financing tertiary study including (of relevance at Bond):

- FEE-HELP - The loan scheme that helps eligible fee-paying students pay their tuition fees
- SA-HELP - The loan scheme students can use to pay their student services and amenities fee

Program [Course of Study]

A Program [Course of Study] means:

- a single Program [course] leading to a higher education award
- a Program [course] recognised by the higher education provider at which the Program [course] is undertaken as a combined or double Program [course] leading to one or more higher education awards.
- under the [TEQSA Act](#), a Program [course] is also a Foundation Program; is an ELICOS Program; is a Program [course] offered by a registered higher education provider

Subject [Unit of Study]

A Subject [Unit of Study] means:

- a Subject or unit that a person may undertake with a higher education provider as part of a Program [Course of Study]
- a part of a bridging course for overseas trained professionals.

8. RELATED DOCUMENTS

[Curriculum Management Policy](#)

[CURMIT Manual](#)

[Timetabling Procedure](#)

[Curriculum Management Procedure](#)

[Tuition Protection Service Charter 2021 – Australian Government](#)

[Tuition Protection Service Provider Default Obligations Fact Sheet](#)

[Higher Education Provider Guidelines](#)

[Tuition Protection \(Up-front Payments Guidelines\) 2020](#)

[Template A: 24-hour Notification letter to TPS Director under TEQSA Act/HESA](#)

[Template B1: 3 Business Days' Notification Letter to TPS Director under HESA](#)

[Template B2: 3 Business Days' Notice to TPS Director Default Student List](#)

[Template C: Example Email to Students](#)

9. MODIFICATION HISTORY

Date	Sections	Source	Details
1 December 2025		Director SBS	V2: updated hyperlinks and other minor amendments
4 July 2022			Date first approved