

Seeking Compensation from Education Providers under Consumer and Contract Law

Have you suffered a financial loss due to an education provider's closure or misconduct?

If your education provider has closed or failed to meet its contractual obligations, you may be entitled to compensation under **Australian Consumer Law (ACL)** and/or **Contract Law**. This fact sheet outlines your rights and options for seeking compensation against education providers that have closed or remain in operation.

1. Understanding Your Rights Under Australian Consumer Law (ACL)

Education providers in Australia that are private businesses must comply with the **Competition and Consumer Act 2010 (Cth)**, which includes the **Australian Consumer Law (ACL)**. Under the ACL, education providers must:

- Deliver courses **as advertised** and within a reasonable time.
- Provide **services with due care and skill**.
- Ensure that their courses are **fit for purpose** and meet promised learning outcomes.

If an education provider fails to meet these standards, students may be entitled to a **refund, compensation, or other remedies** under the ACL.

2. Making a Claim Against an Operating Education Provider

If your education provider is still operating but has breached your contract or engaged in misleading conduct, you may be able to:

- **Request a refund or compensation** directly from the provider.
- **Lodge a complaint** with the **Australian Competition and Consumer Commission (ACCC)** or the **NSW Fair Trading** (or the relevant consumer protection agency in your state).
- **Seek legal advice** to pursue a claim for Compensation.

3. Seeking Compensation When an Education Provider Has Closed

If your education provider has closed, **compensation claims can be more complex**, but you still have options:

1. The Tuition Protection Scheme (TPS):

- If you are an international student on a **student visa**, the TPS may help place you in another course or provide a refund for the unused portion of your tuition fees. For more information, click [here](#)
- If TPS assistance does not cover all your financial losses, you may still have a claim under contract law.

2. Legal Claims for Breach of Contract:

- If you have **paid tuition fees in advance** and have not received the promised education services, you may be entitled to compensation under contract law.
- Claims can be made against the provider's **liquidator or administrator** if the business has gone into insolvency.

4. Steps to Take if You Want to Seek Compensation

If you believe you have a claim against an education provider, follow these steps:

Gather your documents: Keep copies of your enrolment agreement, payment receipts, CoE, emails, and any correspondence with the provider.

Contact the provider (if still operational): Request a refund or resolution in writing.

Check if TPS assistance applies: Visit www.tps.gov.au to see if you are eligible.

Lodge a complaint with consumer protection agencies: Such as the ACCC or Fair Trading NSW.

Seek legal assistance: If your provider refuses compensation, you may need legal advice on your next steps.

5. Need Further Assistance?

If you need help understanding your rights or making a claim against an education provider, Redfern Legal Centre can assist international students with free, confidential legal advice.

Call us: 02 9698 7277

Visit us: www.rlc.org.au

Redfern Legal Centre provides free, confidential legal advice to international students in NSW

Timeframe for claims:

Under the ACL, claims must generally be made **within three years** in the New South Wales Civil and Administrative Tribunal or **six years** in the courts from the date of the breach.

Contract law claims are generally subject to a **six-year limitation period**.