

## Smart and Skilled: Consumer Protection Policy

### Policy

*Insert name of RTO* is aware of its obligations to provide consumer protection for all students as designated in the Competition and Consumer Act 2010, the NSW Fair Trading Act 1987, the NVR Standards for RTOs 2015 and the Smart and Skilled Consumer Protection Policy. To ensure our customers are fully protected and are aware of their rights and of avenues of complaint we have developed a Customer Protection Strategy as listed below.

*Insert name of RTO* is committed to ethical marketing practices; we will not undertake marketing that is misleading, deceptive or of unconscionable conduct and will take extra care when marketing to vulnerable consumers who may be less able to understand what they are signing up for.

We understand that Australian Consumer Law applies to the following services all education and training services, including:

- advertising, marketing and promotion
- soliciting and taking enrolments
- training delivery
- student assessment
- handling of complaints by training providers
- requests to cancel a student's enrolment.

The ACL also applies when these services are provided by Subcontractors and Brokers (referred to as Third Parties) on our behalf

### Customer Protection Strategy

The following procedures form *Insert name of RTO's* Customer Protection Strategy

- A Quality Assurance Statement will be published that ensures training and assessment services will meet the legislative requirements of a Registered Training Organisation, be fit for purpose and delivered in the advertised timeframe.
- All information provided about training products and services will be accurate and factual.
- We will not offer any incentives of any kind to encourage enrolment in a training product.
- Information about any Subcontracting and/or Brokering arrangements with regard to recruitment and training and assessment will be provided.
- We will monitor any marketing made on our behalf by Third Parties in accordance with our Third Party Policy
- We will not make any guarantees to the effect that learners will successfully complete their training program, obtain employment on completion or that a training product will be delivered in a manner that does not meet the Standards for RTO's 2015.

- We will inform learners before they enrol of any entry requirements. These will be published in our course brochures/information and on our website and may include English language proficiency or meeting particular licensing requirements.
- We will establish that learners meet entry requirements before they can be enrolled and we will not knowingly enrol a person who is unlikely to successfully complete the training program. Circumstances that may limit a person's ability to complete training include, but are not limited to, disabilities, chronic illness, LLN or English as a Second Language (ESL) issues, lack of internet connection when online access is required to complete training or the inability to meet any licensing requirements.
- We will not enrol anyone in a course without seeking and receiving their informed and explicit consent.
- Marketing by email will meet the legal obligations of the Spam Act 2003, namely:
  - it is only directed to previous learners or people who have given express consent or where inferred consent can be established,
  - it clearly and accurately identifies the sender of the message and provides information on how they can be contacted,
  - there is an unsubscribe option.
- All unsolicited marketing such as telemarketing or direct marketing at a location other than our premises (including door to door sales), will meet the requirements of the Australian Consumer Law including the requirement for cooling off periods as follows:
  - We will provide a 10 business day cooling-off period (which begins the first day after the contract is received and signed by the student) during which the contract can be cancelled without payment or penalty.
  - We will only marketing during the following hours
    - Telemarketing: Weekdays: 9am - 8pm, Saturdays: 9am – 5pm
    - Visits: Weekdays: 9am - 6pm, Saturdays: 9am – 5pm.
  - All salespeople will present identification and give the consumer a truthful explanation of their rights.
  - All salespeople will leave the premises or cease contact if asked to do so by the consumer or if a 'Do Not Knock` sign is displayed
  - We will provide the consumer with a copy of the complete agreement, at the time of any face-to-face sale, or within five days following a telephone sale.
- Learners will be informed of any limited entitlement schemes that may impact them by enrolling in a training product. This includes where learners can only access one course in a limited time frame and where they may be excluded from funding for other training.
- Learners will be provided with the following information prior to enrolment :
  - The Complaints and Appeals Process
  - The Fee, Charges and Refund policy
  - Fee Protection
  - Their Rights and Responsibilities.

- Arrangements if training and assessment services in which they are enrolled can no longer be provided.
- We will advise learners as soon as practicable of any changes to agreed services, including in relation to any changes to relevant legislation, existing subcontracting or brokering arrangements, new subcontracting or brokering arrangements or a change in ownership.
- Any allegations made in relation to the conduct of a Third Party and its trainers assessors and/or other staff will be investigated and dealt with according to the Complaints and Appeals Policy.
- Any complaint will be treated as an opportunity to review and improve our service and will be included as part of our Continuous Improvement Process.
- Written consent will be obtained from anyone whose photograph, testimonial, logo or work is used in any form of marketing or promotion.
- All personal information will be recorded and stored in line with the National Privacy Principles.

### ***Smart and Skilled***

For students undertaking training and assessment under the Smart and Skilled the following procedures are additional to the points above:

- The *<Insert job role>* will be the designated Customer Protection Officer. Their role will be to handle all complaints and grievances and to ensure compliance with Consumer Protection legislative and Funding Body contractual compliance.
- The contact details of the Customer Protection Officer will be made available to all clients on the website and in pre-enrolment information.
- Details of, or links to, the Smart and Skilled website and 1300 77 2104 contact number will be made available on all public information including the website, brochures/information downloaded from then the website or printed, enrolment forms and student induction material.
- A link to the Smart and Skilled Consumer Protection Strategy will be included in Student Information available on our website.
- Every attempt will be made to resolve any student complaints using the Complaints and Appeals Policy.
- If after following the Complaints and Appeals Process, a student feels matters are unresolved to their satisfaction and wish to inform a third party, they will be provided with contact details for [NSW Department of Education and Communities Consumer Protection Unit for Students](#).
- We will not offer inducements of any kind, either directly or through marketing agents, to encourage student enrolment.
- Students will sign to confirm they have received Consumer Protection Information. This will be included in the Declaration made by students when completing the Proof of Eligibility Checklist on enrolment.

### ***VET Student Loans Program***

**<Insert Name or RTO>** is committed to ensuring all marketing of Vet Student Loans Program education and training courses is current, professional and ethical.

- All information required by the *Higher Education Support Act 2003 (HESA)*, and the VET Student Loans Act 2016 including the census dates for units, schedule of VET tuition fees, grievance review procedures, and the statement of VET tuition assurance will be provided to learners on our website.
- We will not advertise a course as free or 'Government funded' or give false or misleading information with regard to the repayment of learner loans.
- To ensure learners are clear of their responsibilities and obligations and are not misled, we will provide clear and accurate information about Vet Student Loans Program assistance and the fees and costs that apply to our courses.
- We will not offer inducements of any kind, either directly or through marketing agents, to encourage learner enrolment.
- A written agreement will be made with any third party specifying their responsibilities and the requirements they must comply with in carrying out activities on our behalf. This includes providing full, accurate and up-to-date information about Vet Student Loans Program.
- All advertising and marketing material will reference Vet Student Loans Program as an Australian Government scheme.
- We will provide a link to Study Assist on our website to ensure learners can access the Vet Student Loans Program Information booklet and Vet Student Loans Program brochure and up-to-date information with regard to the current year's FEE-HELP limit and income threshold level for compulsory repayment.
- We will provide clear information for learners on what happens if they withdraw from a unit of study, including information on the census date and how that interacts with withdrawing from the study.
- We will facilitate the two day (business days) delay period where learners can only apply for Vet Student Loans Program two days after they have enrolled in training. We will also inform learners that they are not eligible for a Vet Student Loans Program loan if they enrol in a training product less than two days (business days) away from the course census date.
- For any learner under 18 years of age we will ensure that a parent or guardian signs the request for Vet Student Loans Program Loan Form to apply for a Vet Student Loans Program loan.
- Tuition fees will be evenly spread across at least three fee-periods throughout the training. If a learner withdraws they will only pay for the parts of the course that for which the census date has passed.
- The Vet Student Loans Program Invoice Notice will be issued no less than 14 days before the census date. This is to ensure learners are aware of how much debt they have before the

census date so they have enough time to withdraw from the course without getting a VET STUDENT LOANS PROGRAM debt.

- We will provide an Entry Requirements Procedure that sets out the requirements a person must meet to be eligible to enrol in our courses. This procedure will be available on our website and in our printed course information. Minimum Entry requirements for learners undertaking higher level VET qualifications will include completing Year 12 or equivalent and proof of competency in core skills to a level appropriate for the course. We will provide evidence on request to regulators of this procedure being implemented.
- Training course design will take into account the AQF recommended timeframe for delivery of 12 to 24 months for Diplomas and Advanced Diplomas.

### **Evidence**

The following will be retained as evidence of compliance with Standard 5, Clause 5.1-5.4

- Minutes of Management and Marketing Review Meetings
- Catalogues of advertising and marketing material including any material created by a Subcontractor or Broker.
- Copies of enrolment forms which indicate if a learner referenced in advertising or marketing material has given their permission.
- Copies of emails which indicate if an organisation, industry representative or other stakeholder referenced in advertising or marketing material has given their permission.
- Copies of Completed Checklists.
- Copies of Third Party Agreements and completed Third Party Monitoring Schedule and Checklist.

### **Related Policies/Documents**

- Complaints and Appeals Policy
- S&S Third Party (Subcontracting and Brokering) Policy
- S&S Student Information (Including Complaints and Appeals Policy and Students' Rights and Responsibilities)

### **References**

[Competition and Consumer Act 2010 \(as explained by ACCC\)](#)

[NSW Fair Trading Act 1987](#)

[NVR Standards for RTO's 2015](#)

[Smart and Skilled Consumer Protection Policy](#)

[Australian Privacy Principles](#)

[Unsolicited Consumer Agreements ACC](#)

Insert Logo/Name of RTO

[Marketing by Email ACMA](#)

[The Australian Consumer Law](#)

[The Australian Consumer Law: Unsolicited Marketing](#)

[Study Assist](#)

[NSW Department of Fair Trading Fact Sheet: Training Providers and Marketers](#)

[VET FEE HELP Factsheet for 2016](#)

[Higher Education Support Act 2003 - Fee-Help Guidelines](#)

[VET Guidelines 2015](#)