



Consumer Protection Policy

Australian Consumer Law

CEO-ONDEMAND maintains compliance with the national Competition and Consumer Act 2010 and associated Australian Consumer Law (ACL) requirements as specified in the Act and enacted in various state legislation across Australia. The ACL protects clients and ensures fair trading in Australia. Under the ACL clients have the same protections, and businesses have the same obligations and responsibilities, across Australia.

CEO-ONDEMAND has implemented this Consumer Protection Policy and aligned Consumer Protection Strategy to protect the needs and interests of all clients. A designated Consumer Protection Officer has also been implemented:

Mr John Millar
Chief Executive Officer (03) 9975 7300

Guarantee

As a course services provider, CEO-ONDEMAND supplies services and guarantees that these services will be:

- Provided with due care and skill;
- Fit for the specified purpose; and
- Provided within a reasonable time.

CEO-ONDEMAND ensures it uses an acceptable level of skill or technical knowledge and takes all necessary care to avoid loss or damage when providing course services.

Consumer Protection Strategy

CEO-ONDEMAND Obligations

CEO-ONDEMAND ensures it:

- Provides the training and support necessary to allow students to achieve competency;
- Provides a quality training and assessment experience for all students;
- Provides a clear and accessible feedback and consumer protection system, including a designated and identified consumer protection officer;
- Maintains procedures for protecting consumers' personal information – please refer to the Privacy Policy for further information;
- Has established, documented and accessible consumer feedback and complaints handling policies and procedures; and
- Provides clients with details of these pathways for resolving or escalating complaints.



Clients Rights and Obligations

CEO-ONDEMAND clients have the right to:

- Expect that the quality of your training meets the standards, regulations and requirement set down by the Australian Skills Quality Authority (ASQA) and relevant government subsidy body (where applicable);
- Be informed about the collection of personal information and be able to review and correct that information; and

Access CEO-ONDEMAND consumer protection complaints process. Clients' obligations include:

Providing accurate information to CEO-ONDEMAND; and Behaving in a responsible and ethical manner.

Unsolicited Consumer Agreements

CEO-ONDEMAND or its contracted third party representatives may, from time to time, engage in marketing promotions that result in unsolicited consumer agreements. Such promotions may include telephoning prospective students for course service offerings or approaching prospective students in public areas outside of CEO-ONDEMAND premises.

CEO-ONDEMAND representatives who make unsolicited contact with potential students in order to sell them course services comply with:

- Limited hours for contact;
- Disclosure requirements when making an agreement;
- Criteria for the agreement, including that it must be in writing; and
- Restrictions on supplying services above a certain value, and on requesting payment during the cooling- off period.

Permitted Contact Hours

CEO-ONDEMAND representatives maintain compliance with the permitted hours for telemarketing, regulated under the Do Not Call Register Act 2006 and associated telemarketing standards. Formation Training representatives do not undertake telephone or fax marketing to clients:

- On a Sunday or a public holiday;
- Before 9am or after 8pm on a weekday; or
- Before 9am or after 5pm on a Saturday.

Cooling Off Period

Specifically for unsolicited consumer agreements, clients have 10 business days to change their mind and cancel the Course Fees Agreement. During the cooling-off period CEO-ONDEMAND does not provide any services or accept any payment.



For agreements negotiated by telephone, the cooling-off period begins on the first business day after the client receives the agreement document. For other agreements, the cooling-off period begins on the first business day after the agreement was made.

A client may terminate an agreement verbally or in writing. The termination date is when the client gives or sends the notice.

Course Fees Agreement

CEO-ONDEMAND Course Fees Agreement is transparent – expressed in plain language, legible and clear - and clearly states:

- The full terms of the agreement;
- The total fees payable, including fees for all additional items;
- CEO-ONDEMAND:
 - Business address (not a post box number);
 - Australian Business Number (ABN) or Australian Company Number (ACN); and
 - Email address, where they have these.

Provision of the Written Agreement

When a CEO-ONDEMAND representative negotiates an unsolicited consumer agreement:

- The representative informs the client of their termination rights before the agreement is made;
- The client is given a written copy of the agreement; and
- Both parties sign the agreement and any amendments.

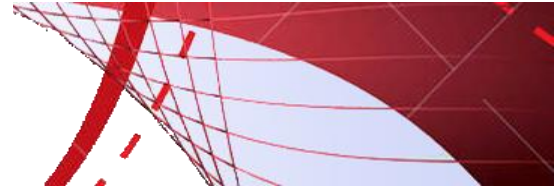
Information about termination rights is provided to clients by CEO-ONDEMAND in writing and is: Attached to the agreement; Transparent – expressed in plain language, legible and clear, and, the most prominent text in the document, other than the text setting out CEO-ONDEMAND name and logo.

If negotiated in person, the written copy of the agreement is provided to the client immediately after it is signed. negotiated by telephone, the written copy is provided to the client:

In person, by post, or electronically (if the client agrees); and Within five business days of the agreement occurring.

Consumer Protection Complaints

If an individual feels that CEO-ONDEMAND or one of its third party representatives has breached its obligations in the undertaking of marketing and sales activities, they may raise a complaint. We encourage individuals to discuss the situation with their CEO-ONDEMAND representative in the first instance, before making a complaint.



The complaints handling process is as follows:

- The individual should make the complaint including as much detail about the issue as possible, in writing to Formation Training:
CEO-ONDEMAND Consumer Protection Officer
Mr John Millar
Chief Executive Officer (03) 9975 7300
- CEO-ONDEMAND will investigate the circumstances included in the complaint and respond to the individual as soon as possible (and within 30 calendar days) regarding its findings and actions following this investigation.
- After considering this response, if the individual is still not satisfied they may escalate their complaint directly to the Consumer Protection Agency in the relevant jurisdiction for investigation. Please refer to our complaints policy for more details.