



# **Riverina Community College**

## **RTO CONSUMER PROTECTION POLICY**

July 2019

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# CONSUMER PROTECTION POLICY

## 1. PURPOSE

Riverina Community College (the College) is committed to providing services:

- with due care and skill
- which are fit for the specified purpose
- within a reasonable timeframe

The following outlines our Consumer Protection Policy and other information on the rights and obligations of the College and its students.

## 2. COMMENCEMENT

The commencement date of this Policy is 1 July 2019. It replaces all other Consumer Protection Policies, whether written or not.

## 3. RIGHTS AND OBLIGATIONS

Riverina Community College has an obligation to:

- provide the training and support necessary to allow clients to achieve competency
- provide a quality training and assessment experience for its clients
- properly inform prospective clients about any subsidised training entitlements, their fees and their responsibilities and obligations
- provide a clear and accessible feedback and consumer protection system including an identified consumer protection officer
- have established, documented and accessible consumer feedback and complaints handling policies and procedures
- provide students and clients with details of pathways for resolving or escalating complaints
- maintain procedures for protecting a consumer's personal information

All staff recognise the rights of students and provide information, advice and support that is consistent with this Policy and our scope of registration as a nationally recognised training organisation.

While you are studying with us, you have the right to:

- expect that the quality of your training meets the standards, regulations and requirements set down by the Australian Skills Quality Authority and NSW Smart and Skilled Program
- be informed about the collection of your personal information and be able to review and correct that information (the College's [Privacy Policy](#))
- have access to information about your rights as a consumer (this Policy)
- make suggestions about the delivery or effectiveness of the College's services, and/or lodge a complaint or appeal in relation to a decision that affects you (the College's [Complaints and Appeals Policy](#))
- be informed about the fees that may apply to your training and the circumstances in which a refund may be available (the College's [Fees, Refunds and Transfer Policy](#))

Your obligations as a student include:

- providing accurate information to the College
- behaving in a responsible and ethical manner as outlined in the College's [Student Handbook](#)
- reading and understanding the terms and conditions that apply to training offered by the College

Further details on the Rights and Responsibilities of both Riverina Community College and students are available in the [Student Handbook](#).

If, at any time you feel that the College is not abiding by this Policy or the Student Handbook, you should report your complaint to one of the College's Consumer Protection Officer's (see Section 8. below), your Trainer, Training Coordinator, the RTO Manager or lodge a complaint in accordance with the College's [Complaints and Appeals Policy](#) available on our website.

#### **4. COMPLAINTS AND APPEALS**

The College welcomes feedback from students about their experience. If you have any concerns, you are encouraged initially to attempt to resolve this by raising your concerns with your Trainer or Training Coordinator. If you are not satisfied with the outcome, you can lodge a complaint or appeal in accordance with the College's [Complaints and Appeals Policy](#).

If you wish to discuss any part of this Policy or if you have any concerns relating to you as a consumer, contact one of the College's Consumer Protection Officers detailed in Section 8. of this Policy.

#### **5. COOLING OFF PERIOD**

The College currently does not conduct telemarketing or door to door sales resulting in unsolicited consumer agreements.

Should the College conduct such arrangements, the consumer (student or client) will be entitled to a 10 day cooling off period from the date of enrolment under an unsolicited consumer agreement in order to protect their rights in making the best decision for their situation. The College will adhere to this condition where required and inform students by providing access to a copy of this Consumer Protection Policy.

#### **6. REFUNDS**

Students are encouraged to choose your course carefully as refunds will only be considered in line with the College's [Fees, Refund and Transfer Policy](#) available on the College's website. A refund will apply if:

- the College cancels a course for any reason prior to the course commencing
- you cancel in writing 5 or more working days before the date the course commences
- you cancel in writing less than 5 working days before the date a course commences due to extenuating circumstances (such as illness or injury – evidence such as medical certificates may be requested)

In all other circumstances, a partial refund may be considered at the discretion of the College (less a non-refundable Course Administration Fee of \$250).

The College is committed to making every reasonable effort to ensure that when students enrol, they can complete their study program. The College will only commence a course when there are sufficient students enrolled for the course to be viable and a trainer is available. Should the College decide to cancel a course prior to commencement, the College will return all prepaid fees for that course or seek to transfer students to an equivalent course where available.

Circumstances beyond the College's control may result in a course being cancelled after it has commenced. This may include where a trainer becomes ill or resigns unexpectedly and the College is unable to source a replacement trainer, or when continuing student numbers fall below viability levels. In each case, the College will seek to transfer students to an equivalent course where available. Otherwise, the College will provide a refund for the cost of any modules or units that the College has

not delivered, and issue each student with a Statement of Attainment for all work successfully completed.

## **7. WINDING UP ARRANGEMENTS**

In the unlikely event that Riverina Community College was to shut down its business as a Registered Training Organisation, all student files would be transferred to the Australian Skills Quality Authority and a Statement of Attainment (or Qualification if the student has met the training packaging requirements) will be issued to the student within 30 days of closing down.

## **8. FURTHER INFORMATION - CONSUMER PROTECTION OFFICER**

Riverina Community College has nominated two Consumer Protection Officers who are listed below. You are able to contact these officers at any time if you wish to discuss any part of this Policy or if you have any concerns relating to you as a consumer.

Client Engagement Officer

**Lisa Douglas**

[lisa.douglas@riverinacc.edu.au](mailto:lisa.douglas@riverinacc.edu.au)

**02 6933 5555**

VET Officer

**Mindy Rutland**

[mindy@riverinacc.edu.au](mailto:mindy@riverinacc.edu.au)

**02 6933 5555**

OR, for further information, you can contact:

**NSW Smart and Skilled Customer Support Centre**

A copy of the Smart and Skilled Consumer Protection Strategy is available on their website [www.smartandskilled.nsw.gov.au](http://www.smartandskilled.nsw.gov.au).

For enquiries or complaints and any training and assessment provided:

1300 772 104

Or via their website at: <https://smartandskilled.nsw.gov.au/for-students/consumer-protection-for-students>

OR

**NSW Fair Trading**

For enquiries or complaints relating to fee refunds:

Phone: 13 32 20

Or via their website at: <http://www.fairtrading.nsw.gov.au/>

## **9. BREACH OF THIS POLICY**

Employees must comply with this Policy at all times. If an employee is found to have breached this Policy, they may be subject to disciplinary action in accordance with the Professional Conduct Policy. The type and severity of the disciplinary action will depend upon the circumstances of the case and the seriousness of the breach. In serious cases, this may include termination of employment.

Examples of disciplinary action that may be taken include but are not limited to:

- counselling
- a formal warning
- demotion
- transfer to another area
- suspension;
- termination of employment

Agents or contractors (including temporary contractors) of Riverina Community College who are found to have breached this Policy may have their contracts with Riverina Community College terminated or not renewed.

## **10. RELATED LEGISLATION**

- National Vocational Education and Training Regulator Act 2011 (Cth.)
- Standards for Registered Training Organisations (RTOs) 2015 (Cth.)
- Australian Consumer Law
- Smart and Skilled Operating Guidelines

## **11. RELATED DOCUMENTS**

- Complaints and Appeals Policy
- Complaints and Appeal Form
- Fees, Refunds and Transfer Policy
- Student Handbook

## **12. VARIATIONS**

Riverina Community College reserves the right to vary, replace or terminate this policy at any time.

### **POLICY VERSION AND REVISION INFORMATION**

Authorised by: RTO Manager

Original issue: 8/2/2016

Maintained by: RTO Manager

Current version: 3 (1/7/2019)