

Policy and Procedure

Consumer Protection

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Policy

RAISE Training ensures that each learner is properly informed of the services they are to receive, their rights and obligations as well as our own responsibilities towards their consumer protection.



Purpose

RAISE Training shows learners what services they'll get and what they need to do, as well as their rights and our organisation's duties.



Scope

This policy covers providing all necessary information regarding consumer rights protection.

Definitions

Accredited Training Program - is training and assessment that leads to the issuance of AQF certification documentation.

AQF Certification Documentation - is the set of official documents that confirms that a qualification has been completed and awarded to an individual.

AQF qualification - means an AQF qualification type endorsed in a training package or accredited in a VET accredited course.

Learner - means a person being trained and/or assessed under an AQF Qualification or VET Course for the purpose of issuing AQF certification documentation or Statement of Attainment.

Statement of Attainment- means a statement issued to a person confirming that the person has satisfied the requirements of the unit/s of competency specified in the statement.

VET Course - means a course which encompasses a unit or units of competency of a training package that is endorsed by the Ministerial Council.

Information Provided to Consumers

RAISE Training ensures that information made available to current or prospective learners and clients about the training and assessment services, whether disseminated directly or through another party, complies with the requirements contained within the Marketing, Advertising and Recruitment Materials policy.

This information includes the following outlines:

- A) what the course is and what it leads to (i.e. accredited or non-accredited);
- B) where and how the course is being delivered and who is involved; and
- C) the fact that RAISE Training is the RTO and our National RTO Code is included.

As per this policy, the information made available to current or prospective learners and clients about the training and assessment services, is also checked on a regular basis to ensure that it does **NOT guarantee**:

- D) a learner will pass the course.
- E) anything that contradicts the information within the Training and Assessment Strategy.
- F) a learner will obtain a particular job outcome.

Further details relating to the above can be sourced from the Marketing, Advertising and Recruitment Materials policy.

RAISE Training ensures that learners are provided with information prior to commencement of services including any subcontracting arrangements affecting the delivery of training and/or assessment. The following information is confirmed to the learner once they have booked into a course or advised of their intention to enrol into a course:

- G) the name of the course
- H) the date(s) and times of the course
- I) the location (information on how a learner can access the training) including any address details and travel or parking arrangements required
- J) all relevant fee information
- K) any materials and equipment required of the learner
- L) any licensing or regulatory requirements; and
- M) any changes to the services.

Prior to enrolment or the commencement of training and assessment, whichever comes first, learners are advised of the following rights either in print or through referral to an electronic source:

- N) details of the Complaints and Appeals process
- O) details of the Fees and Refund process
- P) the support services available

The above information is to be disseminated to clients in the following ways (the amount of information included is detailed in the above lists):

Type of Media	Amount of Information	Item(s)
Emails	G - M	- All AQF Qualifications and/or VET Courses
Enrolment Packs	A, C - G, L, N - P	
Learner Handbook	A, C - G, L, N - P	
General Marketing Material (course brochures, website advertisements etc)	A - F	
RAISE Training website (www.raisetraining.com.au)	A - F	
	N - P	- General Policies and Procedures

Student Information on any course is made available to the learner prior to enrolment and discussed by the course facilitator at the first opportunity. Hard copies of this information are available to learners on request.

Relevant Fee Information

Learners are advised of any information relating to fees prior to enrolling into a course including payment terms and conditions as well as deposits and refunds.

Payment Terms and Conditions

The payment terms for tax invoices issued by RAISE Training is seven (7) days. Payments can be made by credit card, cheque, cash, money order or EFT transfer.

i) Credit Card Payments

Credit card payments do not incur any additional fees. Payments are made using a secure online credit card processing facility.

ii) Cheque or Money Order Payments

Cheques or Money Orders are to be made out to 'RAISE Training'.

iii) EFT Transfer Payments

EFT Transfer details including the account name, BSB number and account number are included on all tax invoices.

Deposits

Learners may at times be required to pay a deposit to make a booking into a course. This is usually required to protect against loss of income in case an individual cancels a booking without sufficient time to replace that booking with another participant.

If a learner cancels a course before a certain period before the scheduled start date of the course, they are entitled to a full refund but if they cancel within this timeframe, they may lose part or all the paid deposit.

These details may differ depending on the course and are always made clear to the learner prior to enrolment and before any fees are charged.

Refunds

Applying for refund

Any client applying for a refund must do so in writing to the RTO Manager stating the reasons for requesting a refund.

Assessment of refund

When a refund request is received, the RTO Manager will reach out to the person for more information and investigate to see if any part of the agreed service has been provided and what refund the person should receive.

Approval

After assessing the request, the RTO Manager will decide if it's approved. If approved, the individual will be withdrawn from the training program, and they'll receive either a full or partial refund accordingly.

All refunds are finalised within 14 days of receipt of the written request.

Consumer Protection

Cooling Off Period

Any client who enters into a contract agreement with RAISE Training has 10 business days to reconsider the contract (unsolicited consumer agreement). During this time the client may cancel the contract without penalty. This is called the 'cooling off' period.

If the agreement was negotiated over the phone, the cooling off period begins on the first business day after the client receives the contract.

If the agreement was not negotiated over the phone, the cooling off period begins on the first business day after the contract was made (signed by both parties to the contract).

During the 10 business day cooling off period, RAISE Training will not supply any goods or services or accept any payment from the client or will be considered unsolicited supplies.

Early Termination or Failure to Provide Service

If training and assessment services is not cancelled by the client/learner but is unable to be delivered for whatever reason, RAISE Training will take appropriate steps to either plan for another provider to deliver the service or ensure that the learner is provided with an appropriate refund.

However, if an alternative and appropriate service can be provided in reasonable time, then the learner is not entitled to a refund.