

Australian Consumer Law

Orange College maintains compliance with the ASQA Requirements and the NSW Quality Framework, NSW Smart and Skilled Consumer Protection Strategy and related NSW Smart and Skilled contracts.

OC has implemented this Consumer Protection Policy and aligned the Consumer Protection Strategy to protect the needs and interests of all clients.

A designated Consumer Protection Officer has also been implemented:

Orange College Consumer Protection Officer
Donna Laz (donna@orange.edu.au)

Guarantee

As a course services provider, OC 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.

OC 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.

OC does not provide any guarantee that:

- A student will complete a training product on its scope of registration; or
- A training product can be completed in a manner that does not meet the requirements of the Standards for RTOs 2015; or
- A student will obtain a particular employment outcome where this is outside the control of ORANGE COLLEGE.

Testimonials and Other References

Where OC refers to another person or organisation (such as testimonials or photos) in marketing or advertising material, it has gained consent from the person or organisation for the use of that reference. This includes references via text, statements, logos and photos. OC ensures all testimonials are true and correct before using them to endorse products.

All OC students provide consent to the use of photos and other images that are taken at OC learning activities and events through the relevant release clause in the Smart and Skilled Enrolment Application Form Usage in these instances is generally one-off, group images for general operational and promotional purposes.

Students can 'opt out' of this release if they wish in writing.

Various Orange College contractual arrangements with government stakeholders, enterprise clients and other third parties may routinely include consent for the use of information and images in marketing material, including the use of organisational logos and other trademarks.

For more specific advertising and marketing purposes, client consent is obtained and recorded using the Marketing Consent Form.

Consumer Protection Strategy

Orange College Obligations

OC 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 section of this manual 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.

Client's Rights and Obligations

OC clients 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 (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 [ORANGE COLLEGE]'s consumer protection complaints process.

Client's obligations include:

- Providing accurate information to ORANGE COLLEGE; and
- Behaving responsibly and ethically.

NSW Smart & Skilled

OC includes the Smart and Skilled website details and 1300 number on all NSW relevant public information, enrolment forms and client induction material so that all students are aware of their rights and options for making a complaint or providing feedback about their training.

www.smartandskilled.nsw.gov.au

Phone: 1300 77 21 04

Publicly Available

All OC consumer protection information and approaches are made available to all clients by being publicly published on the OC website and included within the relevant handbook for each stakeholder group.

Unsolicited Consumer Agreements

OC 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 OC premises.

OC representatives who make unsolicited contact with potential students to sell them course services comply with:

- Limited hours for contact;
- Disclosure requirements when agreeing;
- 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

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

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

Cooling Off Period

Specifically for unsolicited consumer agreements, clients have 10 business days to change their minds and cancel the course services agreement. During the cooling-off period, OC 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.

Statement of Fees

Orange College's Statement of Fees is transparent - expressed in plain language, legible and clear - and clearly states:

- The client's cooling-off and termination rights;
- The full terms of the agreement;
- The total fees payable, including fees for all additional items;

- OC's
 - Level 6, 416-420 Collins Street Melbourne, Victoria 3000
 - ABN : 15 167 063 596
 - info@orange.edu.au

Government Loan, Funding, Subsidy, or other Support

Where students would be accessing VET FEE-HELP or any other government loan or subsidy, OC provides details of these arrangements. Details include:

- Any costs associated (including interest or similar costs);
- Any debt that will be incurred; and
- Any loss of entitlement from the student undertaking a course at OC.

This includes the cases of limited entitlement schemes, where students are only able to access one course, or there are restrictions on what courses may be subsidised after completing their study at OC.

Consumer Protection Complaints

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

The complaints handling process is as follows:

- 1) The individual should make the complaint, including as much detail about the issue as possible, in writing to OC:
OC Consumer Protection Officer
Donna Laz (donna@orange.edu.au)
- 2) OC 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.
- 3) After considering this response, if the individual is still not satisfied, they may escalate their complaint directly to the relevant Consumer Protection Agency for investigation:

| Jurisdiction | Contact Details |
|-----------------|---|
| New South Wales | <p>NSW Office of Fair Trading</p> <p>13 32 20</p> <p>www.fairtrading.nsw.gov.au</p> <p>Smart & Skilled Subsidised Students</p> <p>Smart & Skilled Subsidised Students can also contact the Smart and Skilled customer support centre to seek assistance, ask for advice, make a complaint, or provide feedback.</p> <p>13 28 11 or 1300 77 21 04</p> <p>enquiries@smartandskilled.nsw.gov.au</p> <p>Applying online</p> <p>Support is also available in person at a State Training Services Centre:</p> <p>www.training.nsw.gov.au/about_us/sts_contacts.html</p> |

- 4) Training Services NSW will ask a consumer a series of questions to understand their complaint. A Training Services NSW officer will investigate the complaint and will attempt to resolve the matter through information and mediation. They may also provide the consumer with options about which other government agencies may be able to assist with their complaint.

The officer will contact the consumer's training provider and the consumer to help them to resolve the matter. They will try to get each party to understand and respect each other's different points of view, negotiate differences, and discuss possible solutions. These discussions and communications may take place through letters, emails, telephone conferences, video conferences or in-person meetings. The officer will decide what is most appropriate. A resolution of any complaint or dispute is not guaranteed. The officer will inform the consumer and provider when they believe Training Services NSW has done all it can to assist the parties. Then it is up to the parties to seek a more formal process to resolve their dispute.

- 5) Alternatively, a complaint may also be lodged with the ASQA complaints handling service for complaints against RTOs:

Australian Skills Quality Authority

www.asqa.gov.au

Phone: 1300 701 801