North Coast Community College: Consumer Protection Policy

Australian Consumer Law

North Coast Community College Inc RTO 90029 (NCCC) Consumer Protection Policy maintains compliance with the national ***Competition and Consumer Act 2010*** and associated ***Australian Consumer Law (ACL)*** requirements as specified in the Act(s) and enacted in various state legislation across Australia. The ACL protects clients and ensures fair trading in Australia. Under the ACL clients, customers and students have the same protections, and businesses have the same obligations and responsibilities, across Australia.

NCCC has implemented this *Consumer Protection Policy* and aligned *Consumer Protection Strategy* to protect the needs and interests of all clients, customers and students.

NCCC designated *Consumer Protection Officer* has also been appointed as follows.

Chloe McGarry
Chief Executive Officer
chloe.mcgarry@northcoastcc.edu.au

Guarantee

As a Registered Training Organisation and training services provider, NCCC supplies services and guarantees that these services shall be:

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

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

Consumer Protection Strategy

NCCC Obligations

NCCC 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 NCCC Student Handbook and NCCC Privacy & Disclaimer 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

NCCC 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 NCCC's consumer protection complaints process.

Clients' obligations include:

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

Cessation of Delivery

If NCCC, or a Third Party delivering training and assessment on NCCC's behalf, closes or ceases to deliver any part of the training product that a student is enrolled in, a number of options will be available to the student including:

- Refund of course fees paid; and/or
- Continued delivery of services with alternate NCCC services delivery personnel (where applicable); and/or
- Supported transfer of the student enrolment to an alternate RTO for completion of services delivery (where applicable).

Clients' obligations include:

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

NSW Smart & Skilled

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

Unsolicited Consumer Agreements

NCCC 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 NCCC premises.

NCCC staff/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

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

- On a Sunday or a public holiday;
- Before 9am or after 5pm 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 NCCC 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

NCCC's *Course Fees Agreement* 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;
- NCCC's,
  - Business address (not a post box number);
  - Australian Business Number (ABN) or Australian Company Number (ACN); and
  - Fax number and email address, where they have these.

Compulsory Text

The front page NCCC's *Course Fees Agreement* includes the required agreement text:

> *"Important Notice to the Consumer.*
>
> *You have a right to cancel the agreement within 10 business days from and including the day after you signed or received the agreement.*
>
> *Details about your additional rights to cancel the agreement are set out in the information attached to the agreement."*

The *Course Fees Agreement* front page is signed by the client and includes the date it was signed. The agreement is also provided with the *ACL Termination Notice* that the client can use to terminate the contract.

Provision of the Written Agreement

When an NCCC 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 NCCC 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 NCCC name and logo.

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

2. NCCC 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 Consumer Protection Agency in the relevant jurisdiction for investigation:

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

4. Alternatively, a complaint may also be lodged with the ASQA complaints handing service for complaints against RTOs:

   Australian Skills Quality Authority
   www.asqa.gov.au
   Phone: 1300 701 801