



<b>Policy Number</b>	5.09
<b>Version</b>	1
<b>Policy Name</b>	Consumer Protection Policy Smart & Skilled
<b>Policy Aim</b>	To protect the needs and interests of all clients in line with the <i>NSW Consumer Protection Strategy</i>
<b>Compliance Standard</b>	Smart & Skilled Guidelines
<b>Date Created</b>	1/1/2015
<b>Date Endorsed</b>	12/1/2015, 12/3/2018
<b>Revision Date</b>	1/7/2019
<b>Endorsed By</b>	Board of Directors
<b>Related Policies</b>	•
<b>Related Procedures</b>	•
<b>File Location</b>	

## Policy

### Australian Consumer Law

Tamworth Community College maintains compliance with the national Competition and Consumer Act 2010 (Cth) and associated Australian Consumer Law (ACL) requirements as specified in the Act and enacted in the Fair Trading Act 1987 & Fair Trading Regulations 2012 (NSW). 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.

Tamworth Community College has implemented this Consumer Protection Policy and aligned Consumer Protection Strategy to protect the needs and interests of all clients. These arrangements are in line with the NSW Consumer Protection Strategy:

[www.training.nsw.gov.au/forms\\_documents/smartandskilled/contract/consumer\\_protection\\_strategy.pdf](http://www.training.nsw.gov.au/forms_documents/smartandskilled/contract/consumer_protection_strategy.pdf)

A designated Consumer Protection Officer has also been implemented:

Tamworth Community College Consumer Protection Officer

Name: Jade Vermeer, Finance and Administration Manager

Contact Details: 0267 630 630

### Guarantee

As a course services provider, Tamworth Community College 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.

Tamworth Community College 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.

Tamworth Community College does not provide any guarantee that:

- A student will successfully complete a training product on its scope of registration; or
- A training product can be completed in a manner which 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 Tamworth Community College.

### **Testimonials and other References**

Where Tamworth Community College makes reference 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. Tamworth Community College ensures all testimonials are true and correct before using them to endorse products.

All Tamworth Community College (TCC) students provide consent to the use of photos and other images that are taken at TCC learning activities and events, through the relevant release clause in the TCC Enrolment Form. Usage in these instances is generally one off, group images for general operational and promotional purposes.

Students are able to 'opt out' of this release if they wish, with all 'opt-outs' recorded in the: Marketing/Advertising "opt out" register.

Various Tamworth Community 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 collateral, 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. Completed Marketing Consent Forms are stored at:

*L/Forms/Promotional Data Permission Form/Completed Forms.*

### **Consumer Protection Strategy**

#### **Tamworth Community College Obligations**

TCC 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.

#### **Clients Rights and Obligations**

TCC 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 TCC's consumer protection complaints process.

Clients' obligations include:

- Providing accurate information to TCC; and



- Behaving in a responsible and ethical manner.

#### NSW Smart & Skilled

TCC 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](http://www.smartandskilled.nsw.gov.au)

Phone: 1300 77 21 04

#### Publicly Available

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

#### Unsolicited Consumer Agreements

TCC 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 TCC premises.

TCC 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

TCC representatives maintain compliance with the permitted hours for telemarketing, regulated under the Do Not Call Register Act 2006 and associated telemarketing standards. TCC 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 services agreement. During the cooling-off period TCC 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.

#### Compulsory Text

For all unsolicited consumer agreements, the front page of TCC's Statement of Fees includes the required agreement text:

"Important Notice to the Consumer.



You have a right to cancel this agreement within 10 business days from and including the day after you signed or received this agreement.

Details about your additional rights to cancel this agreement are set out in the information attached to this agreement.”

The Statement of Fees 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 a TCC 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 TCC 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 TCC 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.

#### Statement of Fees

TCC’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;
- TCC’s Business address (not a post box number); Australian Business Number (ABN) or Australian Company Number (ACN); and fax number and email address.

#### Government Loan, Funding, Subsidy or other Support

Where students would be accessing VET FEE-HELP or any other government loan or subsidy, TCC 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 TCC.

This includes, in 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 TCC

#### Consumer Protection Complaints

If an individual feels that TCC 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 TCC 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 TCC:



## TCC Consumer Protection Officer

Name: Jade Vermeer, Finance and Administration Manager  
Contact Details: 175 Peel Street, Tamworth, NSW 2340  
Phone: 0267 630 630

2. TCC 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	NSW Office of Fair Trading ph13 32 20 <a href="http://www.fairtrading.nsw.gov.au">www.fairtrading.nsw.gov.au</a>

## Smart & Skilled Subsidised Students

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.

13 28 11 or 1300 77 21 04

[enquiries@smartandskilled.nsw.gov.au](mailto: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](http://www.training.nsw.gov.au/about_us/sts_contacts.html)

4. 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](http://www.asqa.gov.au)

Phone: 1300 701 801

## Promotional Methods

TCC internal and third party representatives maintain compliance with a range of regulatory requirements when undertaking promotional activities.

### Do Not Call Register

TCC representatives who make unsolicited contact with potential students in order to sell them course services comply with the Do Not Call Register Act 2006 and associated telemarketing standards.

### Third Party Representatives

TCC ensures that any third party agreements that include the making of telemarketing calls and marketing faxes require compliance with the Act.

### Telemarketing and Research Calls Industry Standard

The Telemarketing and Research Calls Industry Standard applies to all voice calls made to Australian numbers that:

- Offer, advertise or promote goods, services, land, interests in land, business opportunities or investment opportunities;
- Advertise or promote suppliers or prospective suppliers of such things;
- Solicit donations; and
- Conduct opinion polling or standard survey-based research.

The industry standard establishes minimum requirements for those making telemarketing and research calls.



## Permitted Contact Hours

TCC 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.

Except in cases where consent has been given by the call recipient in advance to receive the call during the prohibited calling hours.

## Provision of Information

TCC representatives making telemarketing calls, at the start of the call, provide their contact information, the name of the person or business that caused the call to be made and explain the purpose of the call.

On request, TCC representatives also provide:

- The source of the telephone number; and
- The name and contact details at TCC for dealing with consumer enquiries and complaints.

## Providing for the termination of calls

TCC representatives will immediately terminate the call in a range of circumstances, including where the call recipient asks for the call to be terminated or otherwise indicates that he or she does not want the call to continue.

## Requiring callers to enable calling line identification

TCC ensures that calling line identification is enabled at the time that the caller makes or attempts to make a call.

## Provision of Information During Calls

TCC provides individuals with certain information when calls are conducted. Exactly when the provision of information is needed differs, depending on whether it is a research call or other telemarketing call.

## Telemarketing Calls

Information that must be provided as soon as the call starts:

- The given name of the person calling;
- The purpose of the call; and
- If the telemarketing company is calling on behalf of another business, the name of that business.

Information that must be provided on request if applicable, but does not need to be provided if the consumer doesn't ask for it:

- The full name or staff ID of the person calling;
- If the person is making the call as an employee of a company or business, the name and contact details of the person's employer;
- If the person is not making the call as an employee of a company or business, their own full name or business name and contact details (details of a telephone number used principally for residential purposes are not required where the caller makes the calls from their residential address);
- If the telemarketing company or business is calling on behalf of another business, the contact details of that business;
- The name and contact details of the person responsible for dealing with inquiries and complaints about (as applicable):
  - The person making the call;
  - The telemarketing company or business they are calling from; and
  - The business on behalf of which the telemarketing company or business is calling.

Information that must be provided within a reasonable time frame (not exceeding 7 days) if the



consumer asks for it:

- Where the person calling obtained the telephone number, or that it was from a private individual;
- The name of the person the call was intended for (if applicable); and
- The name and contact details of any organisation that provided the information to the person calling (if applicable).

#### Research Calls

Information that must be provided as soon as the call starts:

- The given name of the person calling; and
- The purpose of the call.

Information that must be provided on request or, if the consumer doesn't request it, before the end of the call:

- If the research company is calling on behalf of another business, the name of that business.

Information that must be provided on request if applicable, but does not need to be provided if the consumer doesn't ask for it:

- The full name or staff ID of the person calling;
- If the person is making the call as an employee of a company or business, the name and contact details of the person's employer;
- If the person is not making the call as an employee of a company or business, their own full name or business name and contact details (details of a telephone number used principally for residential purposes are not required where the caller makes the calls from their residential address);
- If the research company or business is calling on behalf of another business, the contact details of that business;
- The name and contact details of the person responsible for dealing with inquiries and complaints about (as applicable):
  - The person making the call;
  - The research company or business they are calling from; and
  - The business on behalf of which the research company or business is calling.

#### Research Calls

Information that must be provided within a reasonable time frame (not exceeding 7 days) if the consumer asks for it:

- Where the person calling obtained the telephone number, or that it was from a private individual;
- The name of the person the call was intended for (if applicable); and
- The name and contact details of any organisation that provided the information to the person calling (if applicable).

#### Fax Marketing Industry Standard

The Fax Marketing Industry Standard 2011 sets rules about when and how fax marketing can occur. Specifically, it includes requirements for:

- When marketing faxes cannot be sent;
- Information that must be provided on a marketing fax;
- Providing an opt-out functionality; and
- Limiting the number of marketing faxes that can be sent to a number over a particular period.

The standard applies where fax marketing includes:



- Offer, advertise or promote goods or services, land or an interest in land, or a business or investment opportunity, or to promote a supplier or potential supplier of such goods or services;
- Solicit donations;
- Conduct opinion polling; or
- Carry out standard survey-based research.

Prohibited times for the sending of faxes

TCC does not send a marketing fax, or cause a marketing fax to be sent on:

- A weekday before 9.00 am or after 8.00 pm;
- A Saturday before 9.00 am or after 5.00 pm; or
- A Sunday or national public holiday.

The times set out above refer to the time of day at the fax recipient's usual residential address.

Information that must be provided on a marketing fax

A TCC marketing fax includes the following information:

- TCC name and Australian Business Number (ABN) of the relevant entity;
- Contact details;
- The destination number that the fax is intended to be sent to; and
- The details of how the recipient can send an opt-out message including:
  - A statement to the effect that the fax recipient may opt out of receiving any future faxes from TCC by conveying an opt-out message to an opt-out address and
  - An opt-out address to which fax recipients can communicate an opt-out message.

The information required must be:

- Displayed in a clear and conspicuous manner;
- Included on the first page of the fax at a minimum; and
- Displayed using a minimum size 10 font.

Opt-out facility

A person can send to, leave at, or otherwise communicate an opt-out message to the opt-out address.

TCC has in place processes to ensure that:

- The opt-out address provided in the fax is capable of receiving opt-out messages at all times; and
- It removes the fax recipients numbers from any list of Australian numbers used as soon as possible, and no later than seven days, after receiving an opt-out message.

Limit on number of faxes to be sent to a recipient in a period

TCC representatives make reasonable efforts to ensure that no more than ten (10) faxes that are authorised to be sent by the same fax advertiser is sent to a particular Australian number in any single 24 hour period.

Managing Call Lists

TCC submits calling lists to the register for washing through the Telemarketer Access Portal:

<https://www.donotcall.gov.au/dncrtelem/index.cfm>

Washed lists identify which numbers are:

- Registered, and therefore should not be called; and
- Not registered, and therefore may be called.

TCC relies on the validity of washing results for thirty (30) days from the date the register returns the washed list. Calling lists are kept in a valid 'washed' state by monitoring when the 30 day validity period of each list is about to lapse, and making sure that any numbers intended to be called after the end of the validity period are re-washed before the validity period ends.

TCC has clearly documented steps taken to ensure that numbers identified as being on the register are not called unlawfully, and that numbers identified as not being on the register are not called outside the



30 day validity period. Work instructions include:

- The process for preparing and washing lists;
- The timeframes within which key steps are to occur; and
- The process for rewashing unused numbers before the 30 day period expires.

The TCC Executive Officer is responsible for the ongoing monitoring and maintenance of work instructions with all TCC representatives.

#### Campaign Records

TCC representatives maintain the following records for at least twelve (12) months:

##### Call Lists

- Washing receipts provided by the register operator for each washed list (among other things, the receipts include a unique transaction ID, time and date stamps, and a summary of the quantity of numbers submitted and returned); and
- Copies of all files submitted for washing (in the format in which they were submitted) and all files as returned by the register operator.

##### Call Records

For each telemarketing call made or attempted, TCC representatives record:

- The telephone number called;
- The date and time of the call;
- The length of the call;
- The outcome of the call (for example, answered or unanswered);
- The client, campaign or service (as appropriate) for which the call was made.

These records are maintained for all calls and attempted calls (that is, not just calls that give rise to an outcome, or the final attempt to a number before it is abandoned).

##### Campaign Records

For each campaign, TCC representatives record:

- Details of the services marketed by telemarketing calls (for example, call scripts, brochures, information sheets)
- The names, addresses, contact details and roles of all parties who were involved in making the calls or causing them to be made;
- The carriage service providers who provided the outbound telephone service through which the calls were made
- If another person such as a contracted call centre or reseller made telemarketing calls under a telemarketing agreement, copies of all contracts and agreements relating to the making of telemarketing calls.

Records are stored at:

Tamworth Community College, 175 Peel Street Tamworth NSW 2340

#### Electronic Marketing

The Spam Act 2003 prohibits the sending of unsolicited commercial electronic messages—known as spam—with an Australian link. A message has an Australian link if it originates or was commissioned in Australia, or originates overseas but was sent to an address accessed in Australia.

The Spam Act 2003 defines a commercial electronic message as:

- Offers, advertises or promotes the supply of goods, services, land or business or investment opportunities;
- Advertises or promotes a supplier of goods, services, land or a provider of business or investment opportunities; or
- Helps a person dishonestly obtain property, commercial advantage or other gain from another



person.

The Act classifies an electronic message as 'commercial' by considering:

- The content of the message;
- The way the message is presented; and
- Any links, phone numbers or contact information in the message that leads to content with a commercial purpose—as these may also lead the message to be defined as 'commercial' in nature.

Messages sent without consent

As an educational institution, TCC representatives can send messages to past and current students without their consent, but only if the messages relate to goods or services supplied by TCC.

Identification

All commercial electronic messages sent by TCC representatives accurately identify TCC as the organisation that authorised the sending of the message. Information provided includes:

- Clear and accurate information on TCC that authorised the sending of the message — including the correct legal name of the organisation and an Australian Business Number; and
- Accurate information about how the recipient can contact TCC.

TCC ensures that this information remains correct and valid for at least 30 days after the message is sent.

Prospective Client Expressions of Interest & Registrations

All TCC promotional activities conducted by internal and third party representatives are aimed at providing initial general purpose information to prospective clients, in order to secure initial interest and/or a registration for further information.

**\*\* Document control management – Uncontrolled when printed**