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Purpose

The purpose of this policy and procedure is to outline Railtrain’s approach to the Consumer Protection requirements of the Standards for Registered Training Organisations (RTOs) 2015, which includes ensuring prior to enrolment or the commencement of training and assessment, the RTO provides advice to the prospective learner about the training product appropriate to meeting the learner’s needs, taking into account the individual’s existing skills and competencies, and enabling the learner to make informed decisions about undertaking training with the RTO.

Definitions

Australian Skills Quality Authority (ASQA)

The agency established in 2011 to support the National VET Regulator in their decision-making.

Policy

Railtrain will ensure that:

- All learners are provided clear and accurate information to students before enrolment to allow students to make informed choices, and decide if Railtrain and our course are suitable for them, based on their existing skills and knowledge and any specific needs.
- Identify any support an individual student needs through pre-enrolment or pre-training checks.
- Ensure Railtrain is solely responsible for all advertising, marketing and recruitment done on its behalf—regardless of the channel or method used.
- Before enrolment or commencement of training or assessment activities (Note that in this context, assessment includes the collection or analysis of evidence for recognition of prior learning (RPL) activities), you must provide clear information to students about the following matters:
 - Full course code and title,
 - Third-party arrangements,
 - Venue, length and modes of delivery and/or assessment,
 - Entry requirements,
 - Support services,
 - Fee information,
 - Funding entitlements,
 - Consumer rights, &
 - Information about the USI.
- Railtrain accepts and provides credit to learners for units of competency and/or modules (unless licensing or regulatory requirements prevent this) where these are evidenced by AQF certification documentation issued by any other RTO or AQF authorised issuing organisation, or authenticated VET transcripts issued by the Registrar.
- Railtrain meet the requirements set out in the Requirements for Fee Protection where fees are in excess of a total of \$1500 (being the threshold prepaid fee amount).

Standards for Registered Training Organisations (RTOs) 2015

Clause 3.5—Accept and provide credit to learners

Clause 4.1—Provide accurate and accessible information to prospective and current students

Clauses 5.1 to 5.3—Informing and protecting students

Clause 7.3—Protecting pre-paid fees by students

Procedure	Responsibility
<p>Marketing</p> <ul style="list-style-type: none"> • Information, whether disseminated directly by the RTO or on its behalf is compliant with Marketing & Advertising Policy & Procedure, and the RTO Manager has completed the Marketing & Advertising Approval Checklist and the document is listed in the Approved Register of Marketing Material • Completion of this process will ensure it: <ul style="list-style-type: none"> ○ Is both accurate and factual. ○ Accurately represents the services it provides and the training products on its scope of registration. ○ Includes the RTO code. ○ Refers to another person or organisation in its marketing material only if the consent of that person or organisation has been obtained. ○ Uses the Nationally Recognised Training logo only in accordance with the conditions of use specified. ○ Makes clear where a third party is recruiting prospective learners for the RTO on its behalf. ○ Distinguishes where it is delivering training and assessment on behalf of another RTO or where training and assessment is being delivered on its behalf by a third party. ○ Distinguishes between nationally recognised training and assessment leading to the issuance of Australian Qualifications Framework certification documentation from any other training or assessment delivered by the RTO. ○ Includes the title and code of any training product. ○ Only advertises or markets a non-current training product while it remains on the RTO’s scope of registration. ○ Only advertises or markets that a training product it delivers will enable learners to obtain a licensed or regulated outcome where this has been confirmed by the industry regulator in the jurisdiction in which it is being advertised. ○ Includes details about any Vocational Education and Training FEE-HELP, government-funded subsidy or other financial support arrangements associated with the RTO’s provision of training and assessment. ○ Does not guarantee that: <ul style="list-style-type: none"> ▪ A learner 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 clause 1.1 and 1.2, or ▪ A learner will obtain a particular employment outcome where this is outside the control of the RTO. <p>Enrolment</p>	<p>RTO Manager</p>

Procedure	Responsibility
<ul style="list-style-type: none"> • Prior to enrolment or the commencement of training and assessment, Railtrain provides, in print or through referral to an electronic copy, current and accurate information in the Student Handbook that enables the learner to make informed decisions about undertaking training with the RTO and at a minimum includes the following content: <ul style="list-style-type: none"> ○ The code, title and currency of the training product to which the learner is to be enrolled, as published on the national register ○ The training and assessment, and related educational and support services Railtrain provides to the learner including the: <ul style="list-style-type: none"> ▪ Estimated duration, ▪ Expected locations at which it will be provided, ▪ Expected modes of delivery, ▪ Name and contact details of any third party that will provide training and/or assessment, and related educational and support services to the learner on the RTO’s behalf, and ▪ Any work placement arrangements. ○ The learner’s rights, including: <ul style="list-style-type: none"> ▪ Details of the RTO’s complaints and appeals process required by Standard 6 ▪ If the RTO, or a third party delivering training and assessment on its behalf, closes or ceases to deliver any part of the training product that the learner is enrolled in. ○ The learner’s obligations: <ul style="list-style-type: none"> ▪ Any requirements the RTO requires the learner to meet to enter and successfully complete their chosen training product. ▪ Any materials and equipment that the learner must provide. • Railtrain will maintain evidence by keeping a signed copy of the student acknowledgement provided to each student with the student file, including the date such information was provided and confirmation that each student has read and understood the information. <p>Credit Transfer</p> <ul style="list-style-type: none"> • If a student provides suitable evidence they have successfully completed a unit or module at any RTO, students must not be required to repeat any unit or module in which they have already been assessed as competent, unless a regulatory requirement or licence condition (including an industry licensing scheme) requires this. • In the case of any non-equivalent units of competency, Railtrain will complete an analysis to determine the equivalence of the study completed with the relevant units or modules before granting any credit. • Before providing credit on the basis of a qualification, statement of attainment or record of results, you should either authenticate the information by directly accessing the USI transcript online (see tips for compliance later in this section) or by contacting the organisation that issued the document to confirm the content is valid. • Your RTO is not obliged to issue a qualification or statement of attainment that is achieved wholly through recognition of units and/ or modules completed at another RTO or RTOs. • Note that providing credit for previous studies is not recognition of prior learning. RPL is an assessment-only pathway of determining the competence of a person, while 	

Procedure	Responsibility
<p>providing credit is recognising the equivalence in content and learning outcomes between different types of learning and/or qualifications previously undertaken and completed successfully.</p> <p>Fees</p> <ul style="list-style-type: none"> • Where the RTO collects fees from the individual learner, either directly or through a third party, the RTO provides or directs the learner to information prior to enrolment or the commencement of training and assessment, whichever comes first, specifying: <ul style="list-style-type: none"> ○ All relevant fee information including: <ul style="list-style-type: none"> ▪ Fees that must be paid to the RTO. ▪ Payment terms and conditions including deposits and refunds. ▪ The learner’s rights as a consumer, including but not limited to any statutory cooling-off period, if one applies. ○ The learner’s right to obtain a refund for services not provided by the RTO in the event the: <ul style="list-style-type: none"> ▪ Arrangement is terminated early. ▪ The RTO fails to provide the agreed services. • ‘Prepaid fees’ (sometimes referred to as ‘fees collected in advance’) means fees that are collected before the relevant services have been provided. These include payments made at any time before, during or after the student enrolls. <ul style="list-style-type: none"> ○ Any payment received before a service is delivered is unearned revenue and is a liability that must be paid back, either through service delivery or as a refund. If an RTO or an agent operating on its behalf collects more than \$1500 in prepaid fees from a prospective or current student any prepaid fees over \$1500 must be covered by at least one of the measures available in Schedule 6. ○ The Fee Protection Policy is to be referred to if this situation occurs. 	

NSW Smart & Skilled (as applicable)

Refer [Smart & Skilled Operating Guidelines 2022-2023 Activity Period](#)

Procedure	Responsibility
<ul style="list-style-type: none"> • Prior to enrolment or the commencement of training and assessment, Railtrain provides, in print or through referral to an electronic copy, current and accurate information in the Student Handbook that includes: <ul style="list-style-type: none"> ○ Consumer feedback and complaints handling policies, procedures & systems. ○ Is in line with ASQA requirements, NSW quality Framework, the Consumer Protection Strategy, and the Contract. ○ Is clear and accessible. ○ Set out the Student rights relevant to consumer protection. ○ Guidance on queries, complaints, or allegations, including timeliness of investigation & response. ○ Identify a dedicated consumer protection officer and make their details available. ○ Outlines the Provider Consumer Protection Policy & Consumer Protection Strategy, and ○ Provides Contact details for the Departments Customer Support Centre ○ USI process 	RTO Manager

Procedure	Responsibility
<ul style="list-style-type: none"> ○ Fee Admin Policy ○ RPL, Credit Transfer, deferring or discontinuing including impact on fees ○ VET Student Loans ○ Consumer Protection Policy ○ Third Party Information ○ Defer or discontinue training process ○ Accessing support & assistance ○ Contact details for support services (LLN, interpreter, etc) 	

QLD Skills Assure Supplier *(as applicable)*

Refer Skills Assure Supplier Policy 2021-2023

[Skills Assure supplier policy 2021-23 for Queensland VET Investment programs \(desbt.qld.gov.au\)](https://desbt.qld.gov.au)

Procedure	Responsibility
<ul style="list-style-type: none"> ● Prior to enrolment or the commencement of training and assessment, Railtrain provides, in print or through referral to an electronic copy, current and accurate information in the Student Handbook that includes: <ul style="list-style-type: none"> ○ The total co-contribution fees (concessional and non-concessional) to be charged to an enrolled student for each qualification or skill set it is approved to deliver under a program (see Appendix 1). ○ Provide a prospective student with notice of the co-contribution fee relevant to the student’s circumstances prior to enrolment in the qualification or approved skill set. ○ Refund policy prior to enrolment. ○ Expectations and rules regarding accessing a government subsidised training place under the relevant program. <ul style="list-style-type: none"> ▪ This notification must include advice that the student will no longer be eligible for a government subsidised training place under a program once they complete the qualification level targeted through the program. ▪ SAS must be able to show evidence of the student’s acknowledgement of program rules — see the Department’s Audit Evidence Requirements (VET Investment Programs). ○ Refer the prospective student to any applicable student fact sheet for the relevant program published on the department’s website, so they have access to independent information and a point of contact with the department. ○ Notify the student that they may receive a survey from the Department seeking information on their training experience. ○ Where some or all of the training and/or assessment services are to be subcontracted to a third party, notify the prospective student of the full name of the third party and the training and/or assessment services to be provided by the third party. ○ Act honestly and fairly when conducting RTO business, and not behave in a manner which may, or has the potential to, discredit or negatively impact on the Queensland Government or its programs. 	

Procedure	Responsibility
<ul style="list-style-type: none"> ○ Only represent itself to the marketplace as a SAS for a program, or as a SAS for a specific qualification or skill set under a program, on or after the start date approved in writing by the department to deliver the qualification or skill set. ○ Hold SAS approval with the department for the qualification or skill set under the specific program at the time the training and assessment services are delivered, and at the time funding is claimed in relation to that delivery. ○ Comply with all department policies and directives in relation to the proper marketing of a program. This includes not advertising, marketing or promoting to consumers any gifts or inducements an enrolled student would be eligible to receive upon enrolment in training offered by the SAS under a program. ○ Ensure appropriate avenues exist for students (and/or employers where applicable) to make complaints and that business processes are in place to resolve any complaints in a timely and fair manner as per Complaints Policy & Procedure. Implement effective inclusive practice strategies for students consistent with the Queensland VET Inclusive Learning Framework — Inclusive Learning: A way forward. 	