

Learner Protection

POLICY NUMBER:	RC-DSNR-PO-0005	VERSION:	1
DATE ADOPTED/APPROVED:	12.08.2015	DATE LAST REVIEWED:	12.08.2015
DATE OF NEXT REVIEW:	12.08.2017	REVIEW FREQUENCY:	2 YEARS
AUTHORISED BY:	David Donovan	REVIEWED BY:	Robyn Dupuis
POLICY OWNER:	Training Manager		
REVIEW PROCESS:	Training Manager, Compliance Coordinator, Accounts Manager, Sales Manager		
DOCUMENT MANAGEMENT:	K:\RDC\Training\RTO\Compliance\ASQA\SNR 5		
COMMUNICATION:	Relevant staff will be notified by email when the policy has been authorised.		
POLICY CONTEXT: This policy relates to:			
NVR STANDARDS:	SNR 5		
LEGISLATION OR OTHER REQUIREMENTS	<ul style="list-style-type: none"> • National Vocational Education and Training Regulator Act 2011 • VET Quality Framework 		
OTHER POLICIES	All DTEC Overarching and Supplementary Policies		
FORMS AND OTHER DOCUMENTS	<ul style="list-style-type: none"> • DTEC Learner Agreement • Enrolment Process & Form • Training and Assessment Strategy • Payment Policy & Process • Discipline Policy • Complaints and Appeals Policy • RPL Policy 		
DEFINITIONS	VET Quality Framework Training.gov.au AQF		
POLICY INFORMATION			
POLICY	i) Prior to enrolment or the commencement of training and assessment, whichever, comes first, DTEC 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.		

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	<p>ii) Prior to enrolment or the commencement of training and assessment, whichever comes first, DTEC provides current and accurate information that enables the learner to make informed decisions about undertaking training with DTEC through referral to an electronic copy on the DTEC website.</p> <p>a) The code, title and currency of the training product to which the learner is to be enrolled, as published on the National Register</p> <p>b) The training and assessment, and related educational and support services DTEC will provide to the learner including the:</p> <ol style="list-style-type: none"> 1) Estimated duration 2) Expected locations at which it will be provided; 3) Expected modes of delivery 4) 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 DTEC's behalf 5) Any workplace arrangements. <p>c) DTEC's obligations to the learner, including our responsibility for the quality of the training and assessment in compliance with these SNR, and for the issuance of the AQF certification.</p> <p>d) The learner's rights, including:</p> <ol style="list-style-type: none"> 1) Details of DTEC's complaints and appeals process required by Standard 6; and 2) 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; <p>e) The learner's obligations:</p> <ol style="list-style-type: none"> 1) In relation to the repayment of any debt to be incurred under the VET FEE-HELP scheme arising from the provision of services; 2) Any requirements DTEC has of the learner to enter and successfully complete their chosen training product; and 3) Any materials and equipment that the learner must provide; and <p>f) Information on the implications for the learner of government training entitlements and subsidy arrangements in relation to the delivery of the services.</p> <p>iii) Where DTEC collects fees from individual learners, either indirectly or through a third party, DTEC will provide or direct the learner to information prior to enrolment or the commencement of training and assessment, whichever comes first, specifying:</p> <p>a) all relevant fee information including:</p> <ol style="list-style-type: none"> 1) fees that must be paid to DTEC; and 2) payment terms and conditions including deposits and
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	<p>refunds;</p> <p>b) the learner’s rights as a consumer, including but not limited to any statutory cooling-off period, if one applies;</p> <p>c) the learner’s rights to obtain a refund for services not provided by DTEC in the event the:</p> <ol style="list-style-type: none"> 1) arrangement is terminated early; or 2) DTEC fails to provide the agreed services <p>iv) Where there are any changes to agreed services, DTEC advises the learner as soon as practicable, including in relation to any new third party arrangements or a change in ownership or changes to existing third party arrangements.</p>
SCOPE	This policy applies to all DTEC staff and participants.
PROCEDURES	<p>DTEC will achieve this policy by:</p> <ul style="list-style-type: none"> • Supplying the Learner and RTO responsibilities on the DTEC website for access prior to enrolment • Ensuring that information is provided to assist the participants in choosing the most appropriate course(s) via information on the website or over the telephone. • Ensuring that the DTEC Learner Agreement is accepted by the student prior to, or concurrently with the acceptance of payment for the course. • Ensuring our enrolment form is easy to understand and complete. • Ensuring that the qualification/unit of competency code and title, length of the course, training location, fees (including payment terms and conditions, deposits and refund policies), learner requirements and any third party provider names are clearly outlined on the course web page. • Providing the students with options for Recognition of Prior learning upon request. • Outlining DTEC’s obligations to the learner in the DTEC Learner Agreement. • Maintaining a current Complaints and Appeals process which is clearly available to the participants via the website or direct email request. • Ensuring processes are in place to deliver training in the event that a scheduled third party becomes unable to deliver. • Having arrangements for refunds in the event that DTEC is unable to provide the agreed services or terminated the arrangement early. • DTEC will advise learners of any changes to agreed upon services, as soon as is practicable.