

# Consumer Protection Policy

*Fluid First Aid* is aware of its obligations to provide consumer protection for all learners as designated in the Competition and Consumer Act 2010, relevant State Legislation, and the NVR Standards for RTO's 2015.

*Fluid First Aid* is committed to ethical marketing practices; we will not undertake marketing that is misleading, deceptive or unconscionable conduct and will take extra care when marketing to vulnerable consumers who may be less able to understand what they are signing up for.

We understand that Australian Consumer Law applies to all education and training services, including:

- advertising, marketing and promotion
- soliciting and taking enrolments
- training delivery
- learner assessment
- handling of complaints by training providers
- requests to cancel a learner's enrolment.

The Australian Consumer Law also applies when these services are provided by third parties on our behalf.

The Consumer Protection Policy complements our Marketing Policy.

## Procedure

- A Quality Assurance Statement will be published that ensures training and assessment services will meet the legislative requirements of a Registered Training Organisation, be fit for purpose and delivered in the advertised time-frame.
- All information provided about training products and services will be accurate and factual.
- We will not offer any incentives of any kind to encourage enrolment in a training product.
- Information about any Third Party Arrangements with regard to recruitment and training and



assessment will be provided.

- We will monitor any marketing made on our behalf by Third Parties in accordance with our Third Party Partnership Policy.
- We will not make any guarantees to the effect that learners will successfully complete their training program, obtain employment on completion or that a training product will be delivered in a manner that does not meet the Standards for RTO's 2015.
- We will inform learners before they enrol of any entry requirements. These will be published in our course brochures/information and on our website and may include English language proficiency or meeting particular licensing requirements.
- We will establish that learners meet entry requirements before they can be enrolled and we will not knowingly enrol a person who is unlikely to successfully complete the training program. Circumstances that may limit a person's ability to complete training include, but are not limited to, disabilities, chronic illness, LLN or English as a Second Language (ESL) issues, lack of internet connection when online access is required to complete training or the inability to meet any licensing requirements.
- We will not enrol anyone in a course without seeking and receiving their informed and explicit consent.
- Marketing by email will meet the legal obligations of the Spam Act 2003, namely:
  - it is only directed to previous learners or people who have given express consent or where inferred consent can be established,
  - it clearly and accurately identifies the sender of the message and provides information on how they can be contacted,
  - there is an unsubscribe option.
- All unsolicited marketing such as telemarketing or direct marketing at a location other than our premises (including door to door sales), will meet the requirements of the Australian Consumer Law including the requirement for cooling off periods as follows:
  - We will provide a 10 business day cooling-off period (which begins the first day after the contract is received and signed by the learner) during which the contract can be cancelled without payment or penalty.
  - We will only conduct marketing during the following hours

Telemarketing: Weekdays: 9am - 8pm, Saturdays: 9am – 5pm

Visits: Weekdays: 9am - 6pm, Saturdays: 9am – 5pm.

- All salespeople will present identification and give the consumer a truthful explanation of their rights.
- All salespeople will leave the premises or cease contact if asked to do so by the consumer or if a 'Do Not Knock' sign is displayed.
- We will provide the consumer with a copy of the complete agreement, at the time of any face-to-face sale, or within five days following a telephone sale.
- Learners will be informed of any limited entitlement schemes that may impact them by enrolling in a training product. This includes where learners can only access one course in a limited time frame and where they may be excluded from funding for other training.
- Learners will be provided with the following information prior to enrolment:
  - The Complaints and Appeals Process
  - Information regarding fees, charges and refunds as in the Student Handbook
  - Their Rights and Responsibilities
  - Arrangements if training and assessment services in which they are enrolled can no longer be provided.
- We will advise learners as soon as practicable of any changes to agreed services, including in relation to any changes to relevant legislation, existing third party arrangements, new third party arrangements or a change in ownership.
- Any complaint will be treated as an opportunity to review and improve our service and will be included as part of our Continuous Improvement Process.
- Written consent will be obtained from anyone whose photograph, testimonial, logo or work is used in any form of marketing or promotion.
- All personal information will be recorded and stored in line with the National Privacy Principles.