

CONSUMER PROTECTION POLICY

Department Responsible for Policy	Multiple Departments: Management, Academic, Finance, IT, Admissions and Quality & Compliance
Contact Persons for Policy	Chief Executive Officer, Head, Hospitality, Cookery and Events, Finance Manager, IT Manager, Registrar and Quality Manager
Approving Authority	Finance Audit and Risk Committee
Date last Approved	28/04/2020
Next Review Date (Evaluation)	Three years after release
Related Documents	<p>Guidelines</p> <ul style="list-style-type: none"> • <i>AS/NZS ISO 31000:2009 Risk Management – Principles and guidelines</i> • <i>Anti-discrimination Act 1977 (NSW)</i> • <i>Australian Qualifications Framework (AQF)</i> • <i>Australian Skills Quality Authority (ASQA) Standards for NVR Registered Training Organisations 2015</i> • <i>Commission for Children and Young Peoples Act 1998</i> • <i>Do Not Call Register Act 2006</i> • <i>Disability Standards for Education</i> • <i>Education Services for Overseas Students Regulations 2019</i> • <i>Education Services for Overseas Students Act 2000 (ESOS)</i> • <i>Higher Education Support Act 2003</i> • <i>Independent Commission Against Corruption Act 1988 (NSW)</i> • <i>Information Privacy Principles</i> • <i>National Competition and Consumer Act 2010</i> • <i>National Vocational Education and Training Regulator Amendment Act 2015</i> • <i>Ombudsman Act 1974 (NSW)</i> • <i>Protected Disclosures Act 1994 (NSW)</i> • <i>Privacy Act 1988</i> • <i>Privacy Amendment (Notifiable Data Breaches) Act 2017</i> • <i>Privacy and Personal Information Protection Act 1998 (NSW)</i> • <i>Privacy Amendment (Private Sector) Act 2000</i> • <i>Standards for Registered Training Organisations (RTOs) 2015</i> • <i>Student Identifiers Act 2014</i> • <i>Student Identifiers Regulation 2014</i> • <i>The National Code 2018</i> • <i>The Tertiary Education Quality Standards Agency (TEQSA) Higher Education Standards Framework 2015</i> <p>Policies</p> <ul style="list-style-type: none"> • <i>1-01-001 Student Code of Conduct</i> • <i>1-01-002 Academic & Research Integrity and Misconduct Policy</i> • <i>1-01-006 Assessment Management, Validation and Moderation</i>

	<i>Policy</i>
	<ul style="list-style-type: none"> • 1-01-009 Academic Freedom Policy • 2-01-001 Admissions Policy • 5-01-006 Staff Code of Conduct • 5-01-013 General Misconduct and Discipline Policy • 7-01-002 IT Security Policy • 8-01-003 Mission, Vision and Values Statement • 8-01-008 Privacy Policy • 8-01-011 Risk Management Policy • 08-01-028 Privacy Fact Sheet-national privacy principles • 8-01-034 Business Continuity Policy • 10-01-021 Complaints and Appeals Policy (Students) • 10-01-022 Overseas Student Transfer Request Policy
	Manuals
	<ul style="list-style-type: none"> • 1-02-009 Academic Manual • 1-03-001 Student Handbook • 4-02-001 Finance Manual • 8-02-004 Risk Management Plan • 8-02-009 Business Continuity Plan
	Documents
	<ul style="list-style-type: none"> • 1-03-004 Recognition of Prior Learning (RPL) Application Form • 1-03-007 Special Consideration Form • 1-03-038 Permission of Leave Request Form • 10-03-007 Student Complaints and Appeals Register • 10-03-008 Student Complaints and Appeals Form
Document Number	10-01-024

Policy History

Policy Version	Main Changes	Date Amended
1.0	New Policy	10/03/2020
2.0	Update to job titles	28/04/2020

1. Definitions

The Australian Skills Quality Authority (ASQA)

The national regulator for Australia's vocational education and training sector. ASQA regulates courses and training providers to ensure nationally approved quality standards are met.

Australian Qualifications Framework (AQF)

First introduced in 1995, it is the national policy for regulated qualifications in Australian education and training. It incorporates the qualifications from each education and training sector into a single comprehensive national qualifications framework.

Australian Quality Training Framework (AQTF)

The national set of standards which assures nationally consistent, high-quality training and assessment services for the clients of Australia's vocational education and training (VET) system. Initially established in 2001 for implementation in 2002, it is approved by the Ministerial Council for Tertiary Education and Employment (MCTEE), which includes all Ministers for VET in Australia.

The components of AQTF are: AQTF Essential Conditions and Standards for Initial and Continuing Registration; The Quality Indicators; AQTF Standards for State and Territory Registering Bodies; AQTF Excellence Criteria; AQTF Standards for Accredited Courses; AQTF Standards for State and Territory Course Accrediting Bodies. (AQTF, 2010, 6)

College

Kenvale College of Hospitality, Cookery and Events.

Consumer

A person who purchases goods and services (education)

Consumer Protection

Consumer protection aims to protect the rights of students studying at Kenvale College.

Credit Transfer

Credit transfer means credit towards a qualification granted to students on the basis of outcomes gained by a student through participation in courses or National Training package qualifications with another Registered Training Provider.

Education Services for Overseas Students Act 2000

(ESOS Act), establishes legislative requirements and standards for the quality assurance of education and training institutions offering courses to international students who are in Australia on a student visa. ESOS also provides tuition fee protection for international students.

Foundation for Education and Training (FFET)

The College is a project of the Foundation For Education and Training Limited (FFET), a non-profit company limited by guarantee.

Higher Education (HE) Provider

A body that is established or recognised by the Commonwealth or a state or territory government to issue qualifications in the HE sector.

Mentoring

Is a support mechanism the College uses in order to enhance and maintain the student's learning experience

Personal Information

Personal Information is defined under the *Privacy Act 1988* as "information or an opinion (including information or an opinion forming part of a data base and whether or not recorded in a material form) about an individual whose identity is apparent or can reasonably be ascertained from the information or opinion". This includes an individual's name, address, student number, video recordings and photographs of an individual, body samples and electronic records. The person's identity does not have to be expressly

indicated by the information, it is only necessary that it “can reasonably be ascertained from the information”.

Reasonable Adjustments

Reasonable Adjustments are measures or actions taken in order to provide substantive equality for students with a disability.

Registered Training Organisation (RTO)

A vocational education and training organisation registered by a state or territory registering body in accordance with ASQA..

Recognition of Prior Learning (RPL) is an evidence-based, equitable, and transparent process that assesses prior learning and/or experience, resulting in course credit, which exempts a student from enrolment in a particular subject.

Strategic Boards

All boards, committees and advisory panels set up by the FFET Board for the purpose of managing the affairs of the College. Refer to *8-01-002 Delegations Register* for more detailed information

The National Code of Practice for Providers of Education and Training to Overseas Students 2018

(National Code 2018) sets nationally consistent standards for the delivery of courses to overseas students. The National Code 2018 commenced on 1 January 2018.

The Tertiary Education Quality Standards Agency (TEQSA)

TEQSA registers and evaluates the performance of higher education providers against the Higher Education Standards Framework - specifically, the Threshold Standards, which all providers must meet in order to enter and remain within Australia’s higher education system.

Unit of Competency (UoC)

A single component of a qualification, or a stand-alone unit, that has been accredited by the same process as for a whole AQF qualification. (AQF, 2013).

Unit of Study (UoS)

A unit of study is a term used by our student management system to refer to subjects offered in our course curriculum. These subjects can comprise of one or a number of competency units, selected from a training package. Competencies are grouped together according to similar or complementary content material, creating subjects with the correct amount of content achievable in the designated hours allocated.

Unique Student Identifier (USI) Unique Student Identifier (USI)

The USI is a reference number that will link to the National Vocational Education and Training (VET) Data Collection allowing an individual to view all of their training results from all providers including all completed training units and qualifications.

Vocational Education and Training (VET)

A type of tertiary education under the Australian Qualifications Framework (AQF), which enables students to gain qualifications for all types of employment, and specific skills to help them in the workplace.

2. Aim

This Policy ensures that students are provided with information regarding their rights, course fees, payments and refunds, complaints and assessment appeals, training and delivery expectations, additional student support and feedback processes according to the National VET Regulator Standards and Funded Training Contract conditions.

2.1. Scope

This policy does not detail the procedures associated with any of the following Departments:

- Academic
- Admissions
- Finance
- IT
- Marketing, or
- Quality & Compliance.

For all procedural information, please refer to the specific supporting manuals.

This policy does not contain content that would overlap with any of the policies listed on page 1 and 2 of this policy and should be used in conjunction with the policies and manuals listed on the front cover.

3. Student Rights and Responsibilities

3.1. Kenvale College recognises that students have the right to:

- expect the College to provide training of a high quality that recognises and appreciates their individual learning styles and needs in order to achieve competency
- have access to the College's services
- have their prior learning, acquired competencies, and experience appropriately recognised in determining their requirements for training and assessment
- be advised of the learning and prescribed assessment tasks for the training program their choice, prior to its commencement
- appeal for a review of results of an assessment
- expect to achieve the published learning from their training program, if they, in turn, devote the necessary time and diligence to it
- expect a clear and accessible feedback and consumer protection system, including a designated and identified consumer protection officer;
- have access to procedures for protecting consumers' personal information – please refer to the Privacy section of this policy for further information;
- have access to established, documented and accessible consumer feedback and complaints handling policies and procedures;
- be made aware of these pathways for resolving or escalating complaints.
- expect that the quality of the training meets the standards, regulations and requirements set down by the Australian Skills Quality Authority (ASQA)
- be informed about the collection of personal information and be able to review and correct that information;

- learn from fully qualified, competent and diligent Trainers whose responsibility is to address students' learning needs, assist them to achieve the course and assess their students' work fairly
- learn in an appropriately appointed, safe learning environment, free from harassment and discrimination
- be treated with dignity and fairness
- expect that the College will be ethical in their dealings, their communications and their advertising
- expect that the College will honour their duty of care
- efficient handling of administrative matters and in the processing of fees, concessions, refunds etc.
- privacy and confidentiality, and secure storage of student records in accordance with College policies, to the extent permitted by law

The College Consumer Protection Officer is:

Patricia Grant

Registrar

Kenvale College

38 High Street

Randwick NSW 2031

grantp@kenvale.edu.au

61 2 9314 6213

3.2. Students are responsible for:

- understanding and accepting the enrolment conditions for the courses they undertake
- providing accurate information about themselves at time of enrolment, and to advise the College of any changes to their address or phone numbers within 7 days
- paying of all fees and charges associated with their course and providing their own course requirements where notified
- recognising the rights of staff and other students to be treated with dignity and fairness, and behaving in an appropriate and acceptable manner towards them
- regular and punctual attendance
- the security of their personal possessions while attending a course
- promptly reporting all incidents of harassment or injury to the Student Complaints Officer
- respecting the College property and observing guidelines and instructions for the use of equipment
- seeking clarification of their rights and responsibilities when in doubt
- abstaining from bullying, harassing, and any other unlawful activity or behaviour whilst on the College property or engaged in a College controlled or sponsored activity
- behaving in a responsible and ethical manner
- upholding the College 8-01-003 Mission, Vision and Values Statement
- observing any College policy, process or guideline to which all staff or students are subject

4. Unsolicited Consumer Agreements

The College 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 the College premises eg Career Markets.

The College 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.

4.1 Permitted Contact Hours

The College representatives maintain compliance with the permitted hours for telemarketing, regulated under the *Do Not Call Register Act 2006* and associated telemarketing standards. The College will 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.

4.2 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 the College 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.

5. Course Fees Agreement

5.1 Letter of Offer

The College's Letter of Offer 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;
- The College's:

- RTO and CRICOS identifiers
- Business address; and
- Fax number and email address.

5.2 Provision of the Written Agreement

When a College 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 the College in writing and is:

- Attached to the agreement,
- is transparent – expressed in plain language, legible and clear, and
- the most prominent text in the document, other than the text setting out the College 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.

6. Student Fees, Payments and Refunds

Fees are levied on all courses, details of which are contained in the relevant course information on the website. The Finance Department is responsible for ensuring that fees paid in advance are accounted for in a separate financial control centre, and are clearly identified within the student record management system.

All fees for short courses costing up to \$1,000 are paid at the time of enrolment. Students enrolling in full courses are requested to pay \$1,000 at the commencement and further payments of amounts and at times arranged as set out in individual payment plan, until full course has been paid.

The College *4-01-001 Fees and Refund Policy* (available on the website) is fair and equitable and in accordance with policy and procedures as set out in the College's Quality Management System.

6.1 Refunds are issued when:

- A student provides written notice of withdrawal more than 48 hours prior to commencement of course
- Review of Credit Transfer indicates that the student does not have to undertake the

course / part course

- A student is unable to attend due to extended hospitalization / illness, and/or pregnancy/childbirth

6.2 Refunds are not issued when:

- changes occur in student work hours
- it becomes inconvenient for a student to travel to class
- a student moves interstate
- a student leaves before finishing course / unit of competency
- a student is expelled from the college for a serious breach of discipline

If a student withdraws from a course and supplies the College with written notification of more than 28 days before the course commencement date, course fees less the non-refundable deposit will be paid.

Students have the right to take further action under Australia's consumer protection laws.

As a general rule, no refunds will be payable after the commencement of a course, however, exceptions will be considered on a case-by-case basis. Requests for refunds must be made using *4-03-013 Domestic Students Refund Form* available on the College website.

The College will make payment of all refunds within 4 weeks of receipt of a written application for refund. Refunds will be made to the person who entered into the contract with The College.

6.3 Refunds paid if the College defaults:

If the College or a contracted third party closes/ceases trading or cannot deliver the agreed training and/or assessment for whatever reason all monies owed to a student will be refunded in full. The College will also produce and issue any outstanding Statements of Attainment for the student. This agreement does not remove the right to take further action under Australia's consumer protection laws.

7. Credit Transfer policy

Credit Transfer is available to all students enrolling in any of our courses on our scope of registration.

Credit Transfer - means credit towards a qualification granted to students on the basis of outcomes gained by a student through participation in courses or National Training package qualifications with another Registered Training Provider.

All AQF qualifications and statements of attainment issued by other registered training organisations will be fully recognised by the College.

8. Recognition of Prior Learning

The College recognises the value of prior learning and experience and is committed to implementing seamless and transparent pathways for students to progress into and

between AQF qualifications, and to recognising students' prior learning.

All students who attend the College are entitled to apply for RPL for the course in which they are enrolled. All applications will be assessed equitably and fairly by the College.

Applications must be lodged at least 1 week before the Census Date for that academic period or they cannot be processed for the current trimester. It is therefore in a student's best interest to submit the completed application as early as possible. The application for 1-03-004 is available on the College website.

RPL Qualification fee is \$2000. Please note that once a student pays the applicable fees, there are no refunds available (regardless of the outcome). All fees must be paid PRIOR to any actions being taken or applications will not be considered.

9. Assessment

All assessments conducted by the College will be guided by the following directives as listed in the Competency Standards for Assessment outlined in The Training and Assessment Training Package (TAE40116).

- Competency - Assessment will be undertaken in accordance with the College's competency based assessment
- Validity - Assessment methods will be valid, that is, they will assess what they claim to assess
- Reliability - Assessment procedures must be reliable, that is, they must result in consistent interpretation of evidence from the learner and from context to context
- Fairness - Assessment procedures will be fair, so as not to disadvantage any learners. Assessment procedures will:
 - be equitable, culturally and linguistically appropriate
 - involve procedures in which criteria for judging performance are made clear to all participants
 - employ a participatory approach
 - provide for students to undertake assessments at appropriate times and where required in appropriate locations
 - Flexibility - Assessment procedures must be flexible, that is, they should involve a variety of methods that depend on the circumstances surrounding the assessment

9.1 Assessment Appeals Policy

If a student is not satisfied with the outcome of an assessment they may appeal the decision and request a review of the decision within 20 days of receiving the assessment outcome. The appeals procedure is as follows:

1. The Head, Hospitality, Cookery and Events receives the appeal from the student in writing (*1-03-007 Special Consideration Form*)
2. The Chief Executive Officer (or representative) will acknowledge the complaint within 3 days, and processing of the complaint will commence
3. The Head, Hospitality, Cookery and Events will speak to the assessor to request a review of the evidence based on the student's request.

4. In consultation with the Management Team and any other relevant stakeholder, the Chief Executive Officer will consider the issue based on the evidence provided and any evidence or statements from staff members or others involved in the issue.
5. Students appealing an assessment outcome are welcome to bring a third party to any interview or discussion relating to the appeal.
6. If the issue cannot be resolved within this timeframe the Student Support Officer will update the complainant within 10 working days of the status of the complaints process and advise an estimated date for resolution.

At all times the Head, Hospitality, Cookery and Events will securely maintain the security of the records of all appeals and their outcomes. Corrective action will be undertaken to identify systemic causes of the complaints and appeals to eliminate or mitigate the chance of reoccurrence.

9.2 Reasonable Adjustment

Assessment tasks may be subject to Reasonable Adjustment where a student has a specific disability or special need. Adjustments are measures or actions taken in order to provide substantive equality for students with a disability. The obligation on the College to implement any adjustments is subject to provision by the student, of timely and relevant advice of the student's individual requirements. In determining the reasonableness of an adjustment to assessment, the vocational and professional outcomes of the course must be considered in order to ensure assessment decisions are appropriate.

9.3 Extensions

It is the student's responsibility to ensure that assignments are submitted to the respective lecturers in class, when that is required, and to ensure that the lecturer has received the assessment. In the case of absenteeism due to sickness or misfortune, it is the student's responsibility to ensure that the assessment reaches the College.

When submitting an assessment electronically, students must also submit the original assignment within one week.

Students will have to pay an additional fee if a late assessment submission after results have been issued is required. Please refer to Kenvale's website for more details about additional fees <http://kenvale.edu.au/apply/fees/australian-new-zealander/>.

9.4 Disadvantaged Students

Disadvantaged students may include those people who are eligible for a Needs Loading including Australian Aboriginal or Torres Strait Islander people, people with a disability and individuals who are long term unemployed. However, the College may identify other students who are also disadvantaged for a variety of reasons.

The College will make all reasonable effort to make adjustments to support the special needs of disadvantaged students and will keep the student informed as to how we will plan, deliver and assess training to take into account these special needs.

If the College does not have the resources to offer a student with special needs the support they require, The College will:

- make adjustments to accommodate the special needs; or

- assist the student in locating another Provider who can offer Subsidised Training that has the necessary resources.

At all times we will comply with the Disability Standards for Education found at <https://education.gov.au/disability-standards-education>.

9.5 Additional Student Support

The College wishes to ensure that all students are supported in their studies to the fullest extent possible

9.5.1 Mentors

Mentoring is a support mechanism the College uses in order to enhance and maintain the student's learning experience. The aim of the mentoring system is to assist the students to reach their full potential and to perform to the best of their ability in all areas: academic, professional and personal. The mentoring sessions aim at enhancing the development of graduate attributes. Each student is assigned a mentor whose aim is to guide and facilitate the self-direction of the student in a setting of trust and confidence.

9.5.2 Chaplaincy

Chaplaincy services provide a support mechanism which can enhance and maintain the students learning experience. All activities of a spiritual nature are elective. Participation in these activities does not lead to any form of merit or lead to academic outcomes. The activities of a spiritual nature have been entrusted to Opus Dei, a personal Prelature of the Catholic Church. Opus Dei aims to help people lead a full Christian life in their daily work, study, family and social commitments. The College Chaplain is an Opus Dei priest.

10. Language, Literacy and Numeracy (LLN)

The College aims at all times to provide a positive and rewarding learning experience for all of its students. The enrolment form requests provision of information regarding each student's LL&N requirements or any other special learning needs. The College will assess students at interview to ascertain suitability for enrolment into a course.

In the event of LL&N becoming an issue, the Head, Hospitality, Cookery and Events will contact the student to discuss their requirements. Students must ensure that they have discussed with the Head, Hospitality, Cookery and Events any concerns they may have about their capacity to participate because of any Language, Literacy or Numeracy difficulties.

The College will make every effort to ensure that each participant is adequately supported to enable them to complete their training. Some examples of the type of support that the College can offer include:

10.1 Literacy

- Providing students only essential writing tasks
- Consideration of the use of group exercises so that the responsibility for writing rests with more than one person
- Provision of examples and models of completed tasks
- Ensure that documents and forms are written and formatted in plain English

- Use of clear headings, highlighted certain key words or phrases and provided explanations of all technical terms used
- Assessments can be conducted using the interview technique where required

10.2 Language

- Present information in small chunks
- Speak clearly, concisely and not too quickly
- Give clear instructions in a logical sequence
- Give lots of practical examples
- Encourage students to ask questions
- Ask all questions to ensure students understand

10.3 Numeracy

- Ask students to identify in words, what the exact problem is and how they might solve it
- Show students how to do the calculations through step by step instructions and through examples of completed calculations
- Help students to work out what maths/calculations/measurements are required to complete the task
- Encourage the use of calculators (if applicable) and demonstrate how to use them.

11. Withdrawals

If a student desires to withdraw from a course prior to completion of the normal expected training period offered, notice must be given in writing. As a general rule, no refund will be payable after the course has commenced, however, exceptions will be considered on a case-by-case basis.

Further Information is available in *4-01-001 Fees and Refund Policy*.

Students will be issued with a nationally recognised Statement of Attainment for any units in which the student has been assessed as competent as recognition of completion of those units of study.

12. Transfers

If a student desires to transfer from a course prior to another RTO request must be given in writing in accordance with *10-01-022 Overseas student transfer request Policy*.

If the reason for transfer is related to the College's ability of training and delivery, the College will endeavour to resolve any perceived issue

If the transfer request is for another reason the College will assist the student to find another suitable RTO or refer the student to State Training Services

The student will be issued with a nationally recognised Statement of Attainment for any units in which the student has been assessed as competent as recognition of completion of those units of study and return all completed assessments and give the student a

copy of the updated training plan

The College will ensure that the student is aware of the implications of student fees including the College refund policy.

13. Deferral

If a student desires a deferral from a course the request must be given in writing, on the *1-03-038 Permission of Leave Request Form (International Students)* and *1-03-007 Special Consideration Form (Domestic Students)* must be completed.

The student will be issued with a nationally recognised Statement of Attainment for any units in which the student has been assessed as competent as recognition of completion of those units of study and return all completed assessments and give the student a copy of the updated training plan

The College will ensure that the student is aware of the implications of payments of the student fees.

14. Complaints & Appeals

Kenvale College will deal with any complaints ensuring the principles of natural justice and procedural fairness are adopted at every stage of the complaint and appeal process. Complaints are handled in a constructive, timely, fair and equitable manner which is easily accessible, transparent and offered to complainants at no charge.

All students are encouraged to resolve their complaint informally as the first step. However, should the student deem that informal resolution is not possible, appropriate nor satisfactory they may submit a formal complaint to studentcomplaints@kenvale.edu.au using *10-03-008 Student Complaints and Appeals Form*.

If, after the formal complaint process the student is not satisfied with the decision/outcome they have the opportunity to appeal. If, after the formal appeal process the student is not satisfied with the decision/outcome they have the opportunity to an external appeal.

During all stages of this procedure, the College will ensure that the student and respondent will not be victimised or discriminated against. All complaints will be reviewed by the Chief Executive Officer and be subject to our complaints resolution procedures, and also form part of our continuous improvements process.

Complaints forms are available *10-03-008 Complaints and Appeals Form*.

It is the responsibility of the Student Support Officer to follow up the progress of the complaint.

Formal Complaint

Students dissatisfied with the response to the informal feedback or complaint may initiate a formal complaint in writing.

Written complaints should be issued to the Student Support Officer through an email to studentcomplaints@kenvale.edu.au within 7 days of the incident using the *10-03-008 Student Complaints and Appeals Form*. Relevant supporting evidence needs to be attached or included to substantiate the claim.

All students who make a complaint and are not satisfied with the outcome, have a right to

apply for an appeal.

Academic Appeals will be referred to the Chair of the Academic Board and Non-Academic Appeals will be referred to Kenvale College Finance Audit & Risk Committee (FARC), who will determine if due process has been followed when determining the outcome of the Appeal. Due to the sitting schedule of the FARC, these will usually be determined out of session.

External Review

If, at the conclusion of all College-based complaint and appeal processes, the student remains dissatisfied with the complaint resolution, they may lodge a request for an external review with Resolution Institute which provides independent reviews of decisions and processes undertaken by the College.

In this case, students will be referred to Resolution Institute Level 1 and 2 13-15 Bridge Street SYDNEY NSW 2000 Free call: 1800 651 650 <http://www.resolution.institute/> by the Chief Executive Officer.

15. Privacy

The College is committed to protecting other people's personal information, in accordance with the *Information Privacy Principles, Privacy Act 1988, the Higher Education Support Act 2003, the Privacy and Personal Information Protection Act 1998 (NSW) and the Privacy Amendment (Private Sector) Act 2000 and 08-01-028 Privacy Fact Sheet-national privacy principles*

The College as part of its normal operations collects personal information from staff and students.

All students, lecturers and staff are permitted access to view their personal information if requested, free of charge. Students who request a copy of their record may be charged a nominal fee.

Personal information, including contact details, course enrolment details and changes, and the circumstances of any suspected breach of a student visa condition(s), can be disclosed without student consent where authorised or required by law to the Department of Home Affairs, other Australian Government and designated authorities, the Tuition Assurance Scheme, Tuition Protection Scheme and ESOS Assurance Fund Manager, an external review service and the students' Industry Partners, if deemed appropriate by the Management Team. This information is included in the Letters of Offer and students give informed consent when signing their letter.

Further information on how the College uses and protects information can be found in *8-01-008 Privacy Policy* and *7-01-002 IT Security Policy*.

16. Quality and Compliance

16.1 The College's Chief Executive Officer, Head, Hospitality, Cookery and Events, Finance Manager, IT Manager, Registrar and Quality Manager are responsible for the application of this policy.

16.2 The College's approach to Consumer Protection technically covers the requirements

under the Smart and Skilled Contract as advised by a representative of Training Services NSW.

16.3 This policy will be reviewed and updated every three years by the Quality Manager, Chief Executive Officer and Registrar to ensure the quality and relevance of its content and to maximise the effectiveness of its application to both the students and the needs of the industry.

16.4 The following legislation and compliance regulations apply to this policy:

Standards for Registered Training Organisations (RTOs) 2015	
Standard 1	<p>"The RTO's training and assessment strategies and practices are responsive to industry and learner needs and meet the requirements of training packages and VET accredited courses</p> <p>To be compliant with Standard 1 the RTO must meet the following:</p> <p>1.1. The RTO's training and assessment strategies and practices, including the amount of training they provide, are consistent with the requirements of training packages and VET accredited courses and enable each learner to meet the requirements for each unit of competency or module in which they are enrolled.</p> <p>1.2. For the purposes of Clause 1.1, the RTO determines the amount of training they provide to each learner with regard to:</p> <ul style="list-style-type: none"> a) the existing skills, knowledge and the experience of the learner; b) the mode of delivery; and c) where a full qualification is not being delivered, the number of units and/or modules being delivered as a proportion of the full qualification. <p>1.3. The RTO has, for all of its scope of registration, and consistent with its training and assessment strategies, sufficient:</p> <ul style="list-style-type: none"> a) trainers and assessors to deliver the training and assessment; b) educational and support services to meet the needs of the learner cohort/s undertaking the training and assessment; c) learning resources to enable learners to meet the requirements for each unit of competency, and which are accessible to the learner regardless of location or mode of delivery; and d) facilities, whether physical or virtual, and equipment to accommodate and support the number of learners undertaking the training and assessment. <p>1.4. The RTO meets all requirements specified in the relevant training package or VET accredited course.</p> <p>Industry relevance</p> <p>1.5. The RTO's training and assessment practices are relevant to the needs of industry and informed by industry engagement.</p> <p>1.6. The RTO implements a range of strategies for industry engagement and systematically uses the outcome of that industry engagement to ensure the industry relevance of:</p>

- a) its training and assessment strategies, practices and resources; and
- b) the current industry skills of its trainers and assessors.

Learner support

1.7. The RTO determines the support needs of individual learners and provides access to the educational and support services necessary for the individual learner to meet the requirements of the training product as specified in training packages or VET accredited courses.

Assessment

1.8. The RTO implements an assessment system that ensures that assessment (including recognition of prior learning):

- a) complies with the assessment requirements of the relevant training package or VET accredited course; and
- b) is conducted in accordance with the Principles of Assessment contained in Table 1.8-1 and the Rules of Evidence contained in Table 1.8-2.

1.9. The RTO implements a plan for ongoing systematic validation of assessment practices and judgements that includes for each training product on the RTO's scope of registration:

- a) when assessment validation will occur;
- b) which training products will be the focus of the validation;
- c) who will lead and participate in validation activities; and
- d) how the outcomes of these activities will be documented and acted upon.

1.10. For the purposes of Clause 1.9, each training product is validated at least once every five years, with at least 50% of products validated within the first three years of each five year cycle, taking into account the relative risks of all of the training products on the RTO's scope of registration, including those risks identified by the VET Regulator.

1.11. For the purposes of Clause 1.9, systematic validation of an RTO's assessment practices and judgements is undertaken by one or more persons who are not directly involved in the particular instance of delivery and assessment of the training product being validated, and who collectively have:

- a) vocational competencies and current industry skills relevant to the assessment being validated;
- b) current knowledge and skills in vocational teaching and learning; and
- c) the training and assessment qualification or assessor skill set referred to in Item 1 or 3 of Schedule 1.

Industry experts may be involved in validation to ensure there is the combination of expertise set out in (a) to (c) above.

1.12. The RTO offers recognition of prior learning to individual learners.

Trainers and assessors

1.13. In addition to the requirements specified in Clause 1.14 and Clause 1.15, the RTO's training and assessment is delivered only by persons who have:

- a) vocational competencies at least to the level being delivered and assessed;

b) current industry skills directly relevant to the training and assessment being provided; and

c) current knowledge and skills in vocational training and learning that informs their training and assessment.

Industry experts may also be involved in the assessment judgement, working alongside the trainer and/or assessor to conduct the assessment.

1.14. The RTO's training and assessment is delivered only by persons who have:

a) prior to 1 January 2016, the training and assessment qualification specified in Item 1 or Item 2 of Schedule 1, or demonstrated equivalence of competencies; and

b) from 1 January 2016, the training and assessment qualification specified in Item 1 or Item 2 of Schedule 1.

1.15. Where a person conducts assessment only, the RTO ensures that the person has:

a) prior to 1 January 2016, the training and assessment qualification specified in Item 1 or Item 2 or Item 3 of Schedule 1, or demonstrated equivalence of competencies; and

b) from 1 January 2016, Item 1 or Item 2 or Item 3 of Schedule 1.

1.16. The RTO ensures that all trainers and assessors undertake professional development in the fields of the knowledge and practice of vocational training, learning and assessment including competency based training and assessment.

Individuals working under the supervision of a trainer

1.17. Where the RTO, in delivering training and assessment, engages an individual who is not a trainer or assessor, the individual works under the supervision of a trainer and does not determine assessment outcomes.

1.18. The RTO ensures that any individual working under the supervision of a trainer under Clause 1.17:

a) holds the skill set defined in Item 4 of Schedule 1 or, prior to 1 January 2016, is able to demonstrate equivalence of competencies;

b) has vocational competencies at least to the level being delivered and assessed; and

c) has current industry skills directly relevant to the training and assessment being provided.

1.19. Where the RTO engages an individual under Clause 1.17, it ensures that the training and assessment complies with Standard 1.

1.20. Without limiting Clauses 1.17 - 1.19, the RTO:

a) determines and puts in place:

i) the level of the supervision required; and

ii) any requirements, conditions or restrictions considered necessary on the individual's involvement in the provision of training and collection of assessment evidence; and

b) ensures that trainers providing supervision monitor and are accountable for all training provision and collection of assessment evidence by the individual under their supervision.

Delivery of the training and assessment qualifications for trainers and assessors

1.21. Prior to 1 January 2016, to deliver any AQF qualification or skill set from the Training and Education Training Package (or its successor) the RTO must ensure all trainers and assessors delivering the training and assessment:

- a) hold the training and assessment qualification at least to the level being delivered; or
- b) have demonstrated equivalence of competencies.

1.22. From 1 January 2016, to deliver any AQF qualification or skill set from the Training and Education Training Package (or its successor) the RTO must ensure all trainers and assessors delivering the training and assessment hold the training and assessment qualification at least to the level being delivered.

1.23. From 1 January 2017, to deliver the training and assessment qualification specified in Item 1 of Schedule 1, or any assessor skill set from the Training and Education Training Package (or its successor), the RTO must ensure all trainers and assessors delivering the training and assessment:

- a) hold the qualification specified in Item 5 of Schedule 1; or
- b) work under the supervision of a trainer that meets the requirement set out in (a) above.

1.24. The RTO must ensure that any individual working under supervision under Clause 1.23.b) holds the qualification specified in Item 1 of Schedule 1 and does not determine assessment outcomes.

Note: from 1 January 2017, the requirements set out in Clause 1.22 continue to apply to any other AQF qualification or skill set from the Training and Education Training Package (or its successor).

Independent validation of training and assessment qualifications

1.25. From 1 January 2016, to deliver any AQF qualification or assessor skill set from the Training and Education Training Package (or its successor), the RTO must have undergone an independent validation of its assessment system, tools, processes and outcomes in accordance with the requirements contained in Schedule 2 (and the definitions of independent validation and validation).

Transition of training products

1.26. Subject to Clause 1.27 and unless otherwise approved by the VET Regulator, the RTO ensures that:

- a) where a training product on its scope of registration is superseded, all learners' training and assessment is completed and the relevant AQF certification documentation is issued or learners are transferred into its replacement, within a period of one year from the date the replacement training product was released on the National Register;
- b) where an AQF qualification is no longer current and has not been superseded, all learners' training and assessment is completed and the relevant AQF certification documentation issued within a period of two years from the date the AQF qualification was removed or deleted from the National Register;
- c) where a skill set, unit of competency, accredited short course or module is no longer current and has not been superseded, all learners' training and assessment is completed and the relevant AQF certification documentation issued within a period of one year from the date the skill set, unit of competency, accredited short

	<p>course or module was removed or deleted from the National Register; and</p> <p>d) a new learner does not commence training and assessment in a training product that has been removed or deleted from the National Register.</p> <p>1.27. The requirements specified in Clause 1.26 (a) do not apply where a training package requires the delivery of a superseded unit of competency."</p>
<p>Standard 2</p>	<p>"The operations of the RTO are quality assured.</p> <p>To be compliant with Standard 2 the RTO must meet the following:</p> <p>2.1. The RTO ensures it complies with these Standards at all times, including where services are being delivered on its behalf. This applies to all operations of an RTO within its scope of registration.</p> <p>2.2. The RTO:</p> <p>a) systematically monitors the RTO's training and assessment strategies and practices to ensure ongoing compliance with Standard 1; and</p> <p>b) systematically evaluates and uses the outcomes of the evaluations to continually improve the RTO's training and assessment strategies and practices. Evaluation information includes but is not limited to quality/performance indicator data collected under Clause 7.5, validation outcomes, client, trainer and assessor feedback and complaints and appeals.</p> <p>2.3. The RTO ensures that where services are provided on its behalf by a third party the provision of those services is the subject of a written agreement.</p> <p>2.4. The RTO has sufficient strategies and resources to systematically monitor any services delivered on its behalf, and uses these to ensure that the services delivered comply with these Standards at all times."</p>
<p>Standard 3</p>	<p>"The RTO issues, maintains and accepts AQF certification documentation in accordance with these Standards and provides access to learner records.</p> <p>To be compliant with Standard 3 the RTO must meet the following:</p> <p>3.1. The RTO issues AQF certification documentation only to a learner whom it has assessed as meeting the requirements of the training product as specified in the relevant training package or VET accredited course.</p> <p>3.2. All AQF certification documentation issued by an RTO meets the requirements of Schedule 5.</p> <p>3.3. AQF certification documentation is issued to a learner within 30 calendar days of the learner being assessed as meeting the requirements of the training product if the training program in which the learner is enrolled is complete, and providing all agreed fees the learner owes to the RTO have been paid.</p> <p>3.4. Records of learner AQF certification documentation are maintained by the RTO in accordance with the requirements of Schedule 5 and are accessible to current and past learners.</p> <p>3.5. The RTO 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:</p> <p>a) AQF certification documentation issued by any other RTO or AQF authorised</p>

	<p>issuing organisation; or</p> <p>b) authenticated VET transcripts issued by the Registrar.</p> <p>3.6. The RTO meets the requirements of the Student Identifier scheme, including:</p> <p>a) verifying with the Registrar, a Student Identifier provided to it by an individual before using that Student Identifier for any purpose;</p> <p>b) ensuring that it will not issue AQF certification documentation to an individual without being in receipt of a verified Student Identifier for that individual, unless an exemption applies under the Student Identifiers Act 2014;</p> <p>c) ensuring that where an exemption described in Clause 3.6 (b) applies, it will inform the student prior to either the completion of the enrolment or commencement of training and assessment, whichever occurs first, that the results of the training will not be accessible through the Commonwealth and will not appear on any authenticated VET transcript prepared by the Registrar; and</p> <p>d) ensuring the security of Student Identifiers and all related documentation under its control, including information stored in its student management systems."</p>
<p>Standard 4</p>	<p>"Accurate and accessible information about an RTO, its services and performance is available to inform prospective and current learners and clients</p> <p>To be compliant with Standard 4 the RTO must meet the following:</p> <p>4.1. Information, whether disseminated directly by the RTO or on its behalf, is both accurate and factual, and:</p> <p>a) accurately represents the services it provides and the training products on its scope of registration;</p> <p>b) includes its RTO Code;</p> <p>c) refers to another person or organisation in its marketing material only if the consent of that person or organisation has been obtained;</p> <p>d) uses the NRT Logo only in accordance with the conditions of use specified in Schedule 4;</p> <p>e) makes clear where a third party is recruiting prospective learners for the RTO on its behalf;</p> <p>f) 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;</p> <p>g) distinguishes between nationally recognised training and assessment leading to the issuance of AQF certification documentation from any other training or assessment delivered by the RTO;</p> <p>h) includes the code and title of any training product, as published on the National Register, referred to in that information;</p> <p>i) only advertises or markets a non-current training product while it remains on the RTO's scope of registration;</p> <p>j) 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;</p> <p>k) includes details about any VET FEE-HELP, government funded subsidy or</p>

	<p>other financial support arrangements associated with the RTO's provision of training and assessment; and</p> <p>l) does not guarantee that:</p> <p>i) a learner will successfully complete a training product on its scope of registration; or</p> <p>ii) a training product can be completed in a manner which does not meet the requirements of Clause 1.1 and 1.2; or</p> <p>iii) a learner will obtain a particular employment outcome where this is outside the control of the RTO."</p>
Standard 5	<p>"Each learner is properly informed and protected.</p> <p>To be compliant with Standard 5 the RTO must meet the following:</p> <p>5.1. Prior to enrolment or the commencement of training and assessment, whichever comes first, 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.</p> <p>5.2. Prior to enrolment or the commencement of training and assessment, whichever comes first, the RTO provides, in print or through referral to an electronic copy, current and accurate information that enables the learner to make informed decisions about undertaking training with the RTO and at a minimum includes the following content:</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 the RTO will provide to the learner including the:</p> <p>i) estimated duration;</p> <p>ii) expected locations at which it will be provided;</p> <p>iii) expected modes of delivery;</p> <p>iv) 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</p> <p>v) any work placement arrangements.</p> <p>c) the RTO's obligations to the learner, including that the RTO is responsible for the quality of the training and assessment in compliance with these Standards, and for the issuance of the AQF certification documentation.</p> <p>d) the learner's rights, including:</p> <p>i) details of the RTO's complaints and appeals process required by Standard 6; and</p> <p>ii) 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> <p>e) the learner's obligations:</p> <p>i) in relation to the repayment of any debt to be incurred under the VET FEE-</p>

	<p>HELP scheme arising from the provision of services;</p> <ul style="list-style-type: none"> ii) any requirements the RTO requires the learner to meet to enter and successfully complete their chosen training product; and iii) any materials and equipment that the learner must provide; and f) information on the implications for the learner of government training entitlements and subsidy arrangements in relation to the delivery of the services. <p>5.3. 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:</p> <ul style="list-style-type: none"> a) all relevant fee information including: <ul style="list-style-type: none"> i) fees that must be paid to the RTO; and ii) payment terms and conditions including deposits and refunds; b) the learner's rights as a consumer, including but not limited to any statutory cooling-off period, if one applies; c) 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"> i) arrangement is terminated early; or ii) the RTO fails to provide the agreed services. <p>5.4. Where there are any changes to agreed services, the RTO 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>
<p>Standard 6</p>	<p>"Complaints and appeals are recorded, acknowledged and dealt with fairly, efficiently and effectively.</p> <p>Subject to Clause 6.6, to be compliant with Standard 6 the RTO must meet the following:</p> <p>6.1. The RTO has a complaints policy to manage and respond to allegations involving the conduct of:</p> <ul style="list-style-type: none"> a) the RTO, its trainers, assessors or other staff; b) a third party providing services on the RTO's behalf, its trainers, assessors or other staff; or c) a learner of the RTO. <p>6.2. The RTO has an appeals policy to manage requests for a review of decisions, including assessment decisions, made by the RTO or a third party providing services on the RTO's behalf.</p> <p>6.3. The RTO's complaints policy and appeals policy:</p> <ul style="list-style-type: none"> a) ensure the principles of natural justice and procedural fairness are adopted at every stage of the complaint and appeal process; b) are publicly available; c) set out the procedure for making a complaint or requesting an appeal;

	<p>d) ensure complaints and requests for an appeal are acknowledged in writing and finalised as soon as practicable; and</p> <p>e) provide for review by an appropriate party independent of the RTO and the complainant or appellant, at the request of the individual making the complaint or appeal, if the processes fail to resolve the complaint or appeal.</p> <p>6.4. Where the RTO considers more than 60 calendar days are required to process and finalise the complaint or appeal, the RTO:</p> <p>a) informs the complainant or appellant in writing, including reasons why more than 60 calendar days are required; and</p> <p>b) regularly updates the complainant or appellant on the progress of the matter.</p> <p>6.5. The RTO:</p> <p>a) securely maintains records of all complaints and appeals and their outcomes; and</p> <p>b) identifies potential causes of complaints and appeals and takes appropriate corrective action to eliminate or mitigate the likelihood of reoccurrence.</p> <p>6.6. Where the RTO is an employer or a volunteer organisation whose learners solely consist of its employees or members, does not charge fees for the training and/or assessment, and does not have in place a specific complaints and appeals policy in accordance with Clauses 6.1 & 6.2, the organisation has a complaints and appeals policy which is sufficiently broad to cover the services provided by the RTO."</p>
<p>Standard 7</p>	<p>"The RTO has effective governance and administration arrangements in place. To be compliant with Standard 7 the RTO must meet the following:</p> <p>7.1. The RTO ensures that its executive officers or high managerial agent:</p> <p>a) are vested with sufficient authority to ensure the RTO complies with the RTO Standards at all times; and</p> <p>b) meet each of the relevant criteria specified in the Fit and Proper Person Requirements in Schedule 3.</p> <p>7.2. The RTO satisfies the Financial Viability Risk Assessment Requirements.</p> <p>7.3. Where the RTO requires, either directly or through a third party, a prospective or current learner to prepay fees in excess of a total of \$1500 (being the threshold prepaid fee amount), the RTO must meet the requirements set out in the Requirements for Fee Protection in Schedule 6.</p> <p>7.4. The RTO holds public liability insurance that covers the scope of its operations throughout its registration period.</p> <p>7.5. The RTO provides accurate and current information as required by the Data Provision Requirements as updated from time to time."</p>
<p>Standard 8</p>	<p>"The RTO cooperates with the VET Regulator and is legally compliant at all times. To be compliant with Standard 8 the RTO must meet the following:</p> <p>8.1. The RTO cooperates with the VET Regulator:</p> <p>a) by providing accurate and truthful responses to information requests from the</p>

	<p>VET Regulator relevant to the RTO's registration;</p> <ul style="list-style-type: none"> b) in the conduct of audits and the monitoring of its operations; c) by providing quality/performance indicator data; d) by providing information about substantial changes to its operations or any event that would significantly affect the RTO's ability to comply with these standards within 90 calendar days of the change occurring; e) by providing information about significant changes to its ownership within 90 calendar days of the change occurring; and f) in the retention, archiving, retrieval and transfer of records. <p>8.2. The RTO ensures that any third party delivering services on its behalf is required under written agreement to cooperate with the VET Regulator:</p> <ul style="list-style-type: none"> a) by providing accurate and factual responses to information requests from the VET Regulator relevant to the delivery of services; and b) in the conduct of audits and the monitoring of its operations. <p>8.3. The RTO notifies the Regulator:</p> <ul style="list-style-type: none"> a) of any written agreement entered into under Clause 2.3 for the delivery of services on its behalf within 30 calendar days of that agreement being entered into or prior to the obligations under the agreement taking effect, whichever occurs first; and b) within 30 calendar days of the agreement coming to an end. <p>8.4. The RTO provides an annual declaration on compliance with these Standards to the VET Regulator and in particular whether it:</p> <ul style="list-style-type: none"> a) currently meets the requirements of the Standards across all its scope of registration and has met the requirements of the Standards for all AQF certification documentation it has issued in the previous 12 months; and b) has training and assessment strategies and practices in place that ensure that all current and prospective learners will be trained and assessed in accordance with the requirements of the Standards. <p>8.5. The RTO complies with Commonwealth, State and Territory legislation and regulatory requirements relevant to its operations.</p> <p>8.6. The RTO ensures its staff and clients are informed of any changes to legislative and regulatory requirements that affect the services delivered."</p>
Higher Education Standards Framework 2015	
<p>Standard 2</p>	<p>2.4 Student Grievances and Complaints</p> <ol style="list-style-type: none"> 1. Current and prospective students have access to mechanisms that are capable of resolving grievances about any aspect of their experience with the higher education provider, its agents or related parties. 2. There are policies and processes that deliver timely resolution of formal complaints and appeals against academic and administrative decisions without charge or at reasonable cost to students, and these are applied consistently, fairly and without reprisal.

	<p>3. Institutional complaints-handling and appeals processes for formal complaints include provision for confidentiality, independent professional advice, advocacy and other support for the complainant or appellant, and provision for review by an appropriate independent third party if internal processes fail to resolve a grievance.</p> <p>4. Decisions about formal complaints and appeals are recorded and the student concerned is informed in writing of the outcome and the reasons, and of further avenues of appeal where they exist and where the student could benefit.</p> <p>5. If a formal complaint or appeal is upheld, any action required is initiated promptly</p>
<p>Standard 5</p>	<p>5.3 Monitoring, Review and Improvement</p> <p>1. All accredited courses of study are subject to periodic (at least every seven years) comprehensive reviews that are overseen by peak academic governance processes and include external referencing or other benchmarking activities.</p> <p>2. A comprehensive review includes the design and content of each course of study, the expected learning outcomes, the methods for assessment of those outcomes, the extent of students' achievement of learning outcomes, and also takes account of emerging developments in the field of education, modes of delivery, the changing needs of students and identified risks to the quality of the course of study.</p> <p>3. Comprehensive reviews of courses of study are informed and supported by regular interim monitoring, of the quality of teaching and supervision of research students, student progress and the overall delivery of units within each course of study.</p> <p>4. Review and improvement activities include regular external referencing of the success of student cohorts against comparable courses of study, including:</p> <ul style="list-style-type: none"> a. analyses of progression rates, attrition rates, completion times and rates and, where applicable, comparing different locations of delivery, and b. the assessment methods and grading of students' achievement of learning outcomes for selected units of study within courses of study. <p>5. All students have opportunities to provide feedback on their educational experiences and student feedback informs institutional monitoring, review and improvement activities.</p> <p>6. All teachers and supervisors have opportunities to review feedback on their teaching and research supervision and are supported in enhancing these activities.</p> <p>7. The results of regular interim monitoring, comprehensive reviews, external referencing and student feedback are used to mitigate future risks to the quality of the education provided and to guide and evaluate improvements, including the use of data on student progress and success to inform admission criteria and approaches to course design, teaching, supervision, learning and academic</p>

	support.
Standard 6	<p>6.2 Corporate Monitoring and Accountability</p> <p>1. The provider is able to demonstrate, and the corporate governing body assures itself, that the provider is operating effectively and sustainably, including:</p> <p>a. the governing body and the entity comply with the requirements of the legislation under which the provider is established, recognised or incorporated, any other legislative requirements and the entity's constitution or equivalent</p> <p>b. the provider's future directions in higher education have been determined, realistic performance targets have been established, progress against targets is monitored and action is taken to correct underperformance</p> <p>c. the provider is financially viable and applies, and has the capacity to continue to apply, sufficient financial and other resources to maintain the viability of the entity and its business model, to meet and continue to meet the requirements of the Higher Education Standards Framework, to achieve the provider's higher education objectives and performance targets and to sustain the quality of higher education that is offered</p> <p>d. the financial position, financial performance and cash flows of the entity are monitored regularly and understood, financial reporting is materially accurate, financial management meets Australian accounting standards, effective financial safeguards and controls are operating and financial statements are audited independently by a qualified auditor against Australian accounting and auditing standards</p> <p>e. risks to higher education operations have been identified and material risks are being managed and mitigated effectively</p> <p>f. mechanisms for competent academic governance and leadership of higher education provision and other academic activities have been implemented and these are operating according to an institutional academic governance policy framework and are effective in maintaining the quality of higher education offered</p> <p>g. educational policies and practices support participation by Aboriginal and Torres Strait Islander people and are sensitive to Aboriginal and Torres Strait Islander knowledge and cultures</p> <p>h. qualifications are awarded legitimately</p> <p>i. there are credible business continuity plans and adequately resourced financial and tuition safeguards to mitigate disadvantage to students who are unable to progress in a course of study due to unexpected changes to the higher education provider's operations, including if the provider is unable to provide a course of study, ceases to operate as a provider, loses professional accreditation for a course of study or is otherwise not able to offer a course of study</p> <p>j. the occurrence and nature of formal complaints, allegations of misconduct, breaches of academic or research integrity and critical incidents are monitored and action is taken to address underlying causes, and</p>

	k. lapses in compliance with the Higher Education Standards Framework are identified and monitored, and prompt corrective action is taken.
The National Code 2018	
Standard 1	<p>1.1 The registered provider must ensure that the marketing and promotion of its courses and education services in connection with the recruitment of overseas students or intending overseas students, including through an education agent (in accordance with Standard 4), is not false or misleading, and is consistent with Australian Consumer Law.</p> <p>1.2 The registered provider must, in seeking to enter into written agreements with overseas students or intending overseas students, not provide any false or misleading information on:</p> <p>1.2.1 its association with any other persons or organisations the registered provider has arrangements with for the delivery of the course in which the student intends to enrol or may apply to enrol</p> <p>1.2.2 any work-based training a student is required to undertake as part of the course</p> <p>1.2.3 prerequisites—including English language proficiency—for entry to the course</p> <p>1.2.4 any other information relevant to the registered provider, its courses or outcomes associated with those courses.</p> <p>1.3 The registered provider must not:</p> <p>1.3.1 claim to commit to secure for, or on the student or intending student's behalf, a migration outcome from undertaking any course offered by the registered provider</p> <p>1.3.2 guarantee a successful education assessment outcome for the student or intending student.</p> <p>1.4 The registered provider must include its CRICOS registered name and registration number in any written or online material that it disseminates or makes publicly available for the purposes of:</p> <p>1.4.1 providing or offering to provide a course to an overseas student</p> <p>1.4.2 inviting a student to undertake or apply for a course, or</p> <p>1.4.3 indicating it is able or willing to provide a course to overseas students.</p> <p>1.5 The registered provider must not actively recruit a student where this conflicts with its obligations under Standard 7 (Overseas student transfers).</p>
Standard 2	<p>1.1 The registered provider must ensure that the marketing and promotion of its courses and education services in connection with the recruitment of overseas students or intending overseas students, including through an education agent (in accordance with Standard 4), is not false or misleading, and is consistent with Australian Consumer Law.</p> <p>1.2 The registered provider must, in seeking to enter into written agreements with overseas students or intending overseas students, not provide any false or misleading information on:</p> <p>1.2.1 its association with any other persons or organisations the registered provider has arrangements with for the delivery of the course in which the student intends to enrol or may apply to enrol</p> <p>1.2.2 any work-based training a student is required to undertake as part of the course</p> <p>1.2.3 prerequisites—including English language proficiency—for entry to the course</p> <p>1.2.4 any other information relevant to the registered provider, its courses or outcomes associated with those courses.</p> <p>1.3 The registered provider must not:</p>

	<p>1.3.1 claim to commit to secure for, or on the student or intending student's behalf, a migration outcome from undertaking any course offered by the registered provider</p> <p>1.3.2 guarantee a successful education assessment outcome for the student or intending student.</p> <p>1.4 The registered provider must include its CRICOS registered name and registration number in any written or online material that it disseminates or makes publicly available for the purposes of:</p> <p>1.4.1 providing or offering to provide a course to an overseas student</p> <p>1.4.2 inviting a student to undertake or apply for a course, or</p> <p>1.4.3 indicating it is able or willing to provide a course to overseas students.</p> <p>1.5 The registered provider must not actively recruit a student where this conflicts with its obligations under Standard 7 (Overseas student transfers).</p>
Standard 3	<p>3.1 The registered provider must enter into a written agreement with the overseas student or intending overseas student, signed or otherwise accepted by the student, concurrently with or prior to accepting payment of tuition fees or non-tuition fees. A written agreement may take any form provided it meets the requirements of the ESOS Act and the National Code.</p> <p>3.2 If the overseas student or intending overseas student is under 18 years of age, the written agreement with the overseas student or intending overseas student must be signed or otherwise accepted by the student's parent or legal guardian.</p> <p>3.3 In addition to all requirements in the ESOS Act, the written agreement must, in plain English:</p> <p>3.3.1 outline the course or courses in which the student is to be enrolled, the expected course start date, the location(s) at which the course will be delivered, the offered modes of study for the course, including compulsory online and/or work-based training, placements, and/or other community-based learning and/or collaborative research training arrangements</p> <p>3.3.2 outline any prerequisites necessary to enter the course or courses, including English language requirements</p> <p>3.3.3 list any conditions imposed on the student's enrolment</p> <p>3.3.4 list all tuition fees payable by the student for the course, the periods to which those tuition fees relate and payment options (including, if permitted under the ESOS Act, that the student may choose to pay more than 50 per cent of their tuition fees before their course commences)</p> <p>3.3.5 provide details of any non-tuition fees the student may incur, including as a result of having their study outcomes reassessed, deferral of study, fees for late payment of tuition fees, or other circumstances in which additional fees may apply</p> <p>3.3.6 set out the circumstances in which personal information about the student may be disclosed by the registered provider, the Commonwealth including the TPS, or state or territory agencies, in accordance with the Privacy Act 1988</p> <p>3.3.7 outline the registered provider's internal and external complaints and appeals processes, in accordance with Standard 10 (Complaints and appeals)</p> <p>3.3.8 state that the student is responsible for keeping a copy of the written agreement as supplied by the registered provider, and receipts of any payments of tuition fees or non-tuition fees</p> <p>3.3.9 only use links to provide supplementary material.</p> <p>3.4 The registered provider must include in the written agreement the following information, which is to be consistent with the requirements of the ESOS Act, in relation to refunds of tuition fees and non-tuition fees in the case of student default and provider default:</p> <p>3.4.1 amounts that may or may not be repaid to the overseas student (including any tuition and non-tuition fees collected by education agents on behalf of the</p>

	<p>registered provider)</p> <p>3.4.2 processes for claiming a refund</p> <p>3.4.3 the specified person(s), other than the overseas student, who can receive a refund in respect of the overseas student identified in the written agreement, consistent with the ESOS Act</p> <p>3.4.4 a plain English explanation of what happens in the event of a course not being delivered, including the role of the TPS</p> <p>3.4.5 a statement that “This written agreement, and the right to make complaints and seek appeals of decisions and action under various processes, does not affect the rights of the student to take action under the Australian Consumer Law if the Australian Consumer Law applies”.</p> <p>3.5 The registered provider must include in the written agreement a requirement that the overseas student or intending overseas student, while in Australia and studying with that provider, must notify the registered provider of his or her contact details including:</p> <p>3.5.1 the student’s current residential address, mobile number (if any) and email address (if any)</p> <p>3.5.2 who to contact in emergency situations</p> <p>3.5.3 any changes to those details, within 7 days of the change.</p> <p>3.6 The registered provider must retain records of all written agreements as well as receipts of payments made by students under the written agreement for at least 2 years after the person ceases to be an accepted student.</p>
Standard 6	<p>6.1 The registered provider must support the overseas student in adjusting to study and life in Australia by giving the overseas student information on or access to an age and culturally appropriate orientation program that provides information about:</p> <p>6.1.1 support services available to assist overseas students to help them adjust to study and life in Australia</p> <p>6.1.2 English language and study assistance programs</p> <p>6.1.3 any relevant legal services</p> <p>6.1.4 emergency and health services</p> <p>6.1.5 the registered provider’s facilities and resources</p> <p>6.1.6 complaints and appeals processes as outlined in Standard 10 (Complaints and appeals)</p> <p>6.1.7 requirements for course attendance and progress, as appropriate</p> <p>6.1.8 the support services available to assist students with general or personal circumstances that are adversely affecting their education in Australia</p> <p>6.1.9 services students can access for information on their employment rights and conditions, and how to resolve workplace issues, such as through the Fair Work Ombudsman.</p> <p>6.2 The registered provider must give relevant information or provide referrals as appropriate to overseas students who request assistance in relation to the services and programs set out in Standard 6.1, at no additional cost to the overseas student.</p> <p>6.3 The registered provider must offer reasonable support to overseas students to enable them to achieve expected learning outcomes regardless of the overseas student’s place of study or the mode of study of the course, at no additional cost to the overseas student.</p> <p>6.4 The registered provider must facilitate access to learning support services consistent with the requirements of the course, mode of study and the learning needs of overseas student cohorts, including having and implementing documented processes for supporting and maintaining contact with overseas</p>

	<p>students undertaking online or distance units of study.</p> <p>6.5 The registered provider must designate a member or members of its staff to be the official point of contact for overseas students. The student contact officer or officers must have access to up-to-date details of the registered provider's support services.</p> <p>6.6 The registered provider must have sufficient student support personnel to meet the needs of the overseas students enrolled with the registered provider.</p> <p>6.7 The registered provider must ensure its staff members who interact directly with overseas students are aware of the registered provider's obligations under the ESOS framework and the potential implications for overseas students arising from the exercise of these obligations.</p> <p>6.8 The registered provider must have and implement a documented policy and process for managing critical incidents that could affect the overseas student's ability to undertake or complete a course, such as but not limited to incidents that may cause physical or psychological harm. The registered provider must maintain a written record of any critical incident and remedial action taken by the registered provider for at least two years after the overseas student ceases to be an accepted student.</p> <p>6.9 The registered provider must:</p> <p>6.9.1 take all reasonable steps to provide a safe environment on campus and advise overseas students and staff on actions they can take to enhance their personal security and safety</p> <p>6.9.2 provide information to overseas students about how to seek assistance for and report an incident that significantly impacts on their wellbeing, including critical incidents</p> <p>6.9.3 provide overseas students with or refer them to (including electronically) general information on safety and awareness relevant to life in Australia.</p>
Standard 7	<p>Registered providers must not knowingly enrol an overseas student seeking to transfer from another registered provider's course prior to the overseas student completing six months of his or her principal course (or for the school sector, until after the first six months of the first registered school sector course), except where any of the following apply:</p> <p>7.1.1 the releasing registered provider, or the course in which the overseas student is enrolled, has ceased to be registered</p> <p>7.1.2 the releasing registered provider has had a sanction imposed on its registration by the ESOS agency that prevents the overseas student from continuing his or her course at that registered provider</p> <p>7.1.3 the releasing registered provider has agreed to the overseas student's release and recorded the date of effect and reason for release in PRISMS</p> <p>7.1.4 any government sponsor of the overseas student considers the change to be in the overseas student's best interests and has provided written support for the change.</p> <p>7.2 For the purposes of Standard 7.1.3, the registered provider must have and implement a documented policy and process for assessing overseas student transfer requests prior to the overseas student completing six months of their principal course (or for the school sector, until after the first six months of the first registered school sector course). The policy must be made available to staff and overseas students, and outline:</p> <p>7.2.1 the steps for an overseas student to lodge a written request to transfer, including that they must provide a valid enrolment offer from another registered provider</p> <p>7.2.2 circumstances in which the registered provider will grant the transfer request</p>

	<p>because the transfer is in the overseas student's best interests, including but not limited to where the registered provider has assessed that:</p> <p>7.2.2.1 the overseas student will be reported because they are unable to achieve satisfactory course progress at the level they are studying, even after engaging with that registered provider's intervention strategy to assist the overseas student in accordance with Standard 8 (Overseas student visa requirements)</p> <p>7.2.2.2 there is evidence of compassionate or compelling circumstances</p> <p>7.2.2.3 the registered provider fails to deliver the course as outlined in the written agreement</p> <p>7.2.2.4 there is evidence that the overseas student's reasonable expectations about their current course are not being met</p> <p>7.2.2.5 there is evidence that the overseas student was misled by the registered provider or an education or migration agent regarding the registered provider or its course and the course is therefore unsuitable to their needs and/or study objectives</p> <p>7.2.2.6 an appeal (internal or external) on another matter results in a decision or recommendation to release the overseas student.</p> <p>7.2.3 the circumstances which the registered provider considers as reasonable grounds to refuse the transfer</p> <p>7.2.4 a reasonable timeframe for assessing and replying to the overseas student's transfer request having regard to the restriction period.</p> <p>7.3 If the overseas student is under 18 years of age:</p> <p>7.3.1 the registered provider must have written confirmation the overseas student's parent or legal guardian supports the transfer</p> <p>7.3.2 where the overseas student is not being cared for in Australia by a parent or suitable nominated relative, the receiving provider must confirm it accepts responsibility for approving the student's accommodation, support and general welfare arrangements in accordance with Standard 5 (Younger overseas students).</p> <p>7.4 If a release is granted, it must be at no cost to the overseas student and the releasing registered provider must advise the overseas student to contact Immigration to seek advice on whether a new student visa is required.</p> <p>7.5 If the registered provider intends to refuse the transfer request, they must inform the overseas student in writing of:</p> <p>7.5.1 the reasons for the refusal</p> <p>7.5.2 the overseas student's right to access the provider's complaints and appeals process, in accordance with Standard 10 (Complaints and appeals), within 20 working days.</p> <p>7.6 The registered provider must not finalise the student's refusal status in PRISMS until the appeal finds in favour of the registered provider, or the overseas student has chosen not to access the complaints and appeals processes within the 20 working day period, or the overseas student withdraws from the process.</p> <p>7.7 The registered provider must maintain records of all requests from overseas students for a release and the assessment of, and decision regarding, the request for two years after the overseas student ceases to be an accepted student.</p>
Standard 8	<p>Monitoring overseas student progress, attendance and course duration</p> <p>8.1 The registered provider must monitor overseas students' course progress and, where applicable, attendance for each course in which the overseas student is enrolled.</p> <p>8.2 The expected duration of study specified in the overseas student's CoE must not exceed the CRICOS registered duration.</p> <p>8.3 The registered provider must monitor the progress of each overseas student to</p>

ensure the overseas student is in a position to complete the course within the expected duration specified on the overseas student's CoE.

8.4 The registered provider must have and implement documented policies and processes to identify, notify and assist an overseas student at risk of not meeting course progress or attendance requirements where there is evidence from the overseas student's assessment tasks, participation in tuition activities or other indicators of academic progress that the overseas student is at risk of not meeting those requirements.

8.5 The registered provider must clearly outline and inform the overseas student before they commence the course of the requirements to achieve satisfactory course progress and, where applicable, attendance in each study period.
 Schools, ELICOS and Foundation Programs: course progress and attendance requirements

8.6 The registered provider of a school, ELICOS or Foundation Program course must have and implement a documented policy and process for monitoring and recording attendance of the overseas student, specifying:

8.6.1 requirements for achieving satisfactory attendance for the course which at a minimum must be 80 per cent—or higher if specified under state or territory legislation or other regulatory requirements—of the scheduled contact hours

8.6.2 the method for working out minimum attendance under this standard

8.6.3 processes for recording course attendance

8.6.4 details of the registered provider's intervention strategy to identify, notify and assist overseas students who have been absent for more than five consecutive days without approval, or who are at risk of not meeting attendance requirements before the overseas student's attendance drops below 80 per cent

8.6.5 processes for determining the point at which the overseas student has failed to meet satisfactory course attendance.

8.7 The registered provider must have and implement a documented policy and process for monitoring and recording course progress for the overseas student, specifying:

8.7.1 requirements for achieving satisfactory course progress for the course

8.7.2 processes for recording and assessing course progress

8.7.3 details of the registered provider's intervention strategy to identify, notify and assist students at risk of not meeting course progress requirements in sufficient time for those students to achieve satisfactory course progress

8.7.4 processes for determining the point at which the student has failed to meet satisfactory course progress.

Higher education: course progress requirements

8.8 The registered provider of a higher education course must have and implement a documented policy and process for monitoring and recording course progress for the overseas student, specifying:

8.8.1 requirements for achieving satisfactory course progress, including policies that promote and uphold the academic integrity of the registered course, and processes to address misconduct and allegations of misconduct

8.8.2 processes for recording and assessing course progress requirements

8.8.3 processes to identify overseas students at risk of unsatisfactory course progress

8.8.4 details of the registered provider's intervention strategy to assist overseas students at risk of not meeting course progress requirements in sufficient time for those overseas students to achieve satisfactory course progress

8.8.5 processes for determining the point at which the overseas student has failed to meet satisfactory course progress.

Vocational education and training (VET): course progress and attendance requirements

8.9 The registered provider of a VET course as defined in the NVETR Act must have and implement a documented policy and process for assessing course progress that includes:

8.9.1 requirements for achieving satisfactory course progress, including policies that promote and uphold the academic integrity of the registered course and meet the training package or accredited course requirements where applicable, and processes to address misconduct and allegations of misconduct

8.9.2 processes for recording and assessing course progress requirements

8.9.3 processes to identify overseas students at risk of unsatisfactory course progress

8.9.4 details of the registered provider's intervention strategy to assist overseas students at risk of not meeting course progress requirements in sufficient time for those overseas students to achieve satisfactory course progress

8.9.5 processes for determining the point at which the overseas student has failed to meet satisfactory course progress.

8.10 The registered provider must have and implement a documented policy and process for monitoring the attendance of overseas students if the requirement to implement and maintain minimum attendance requirements for overseas students is set as a condition of the provider's registration by an ESOS agency.

8.11 If an ESOS agency requires a VET provider to monitor overseas student attendance as a condition of registration, the minimum requirement for attendance is 80 per cent of the scheduled contact hours for the course.

8.12 If an ESOS agency requires a VET provider to monitor overseas student attendance, the registered provider must have and implement a documented policy and process for monitoring and recording attendance of the overseas student, specifying:

8.12.1 the method for working out minimum attendance under this standard

8.12.2 processes for recording course attendance

8.12.3 details of the registered provider's intervention strategy to identify, notify and assist overseas students who have been absent for more than five consecutive days without approval, or who are at risk of not meeting attendance requirements before the overseas student's attendance drops below 80 per cent

8.12.4 processes for determining the point at which the overseas student has failed to meet satisfactory course attendance.

Reporting unsatisfactory course progress or unsatisfactory course attendance

8.13 Where the registered provider has assessed the overseas student as not meeting course progress or attendance requirements, the registered provider must give the overseas student a written notice as soon as practicable which:

8.13.1 notifies the overseas student that the registered provider intends to report the overseas student for unsatisfactory course progress or unsatisfactory course attendance

8.13.2 informs the overseas student of the reasons for the intention to report

8.13.3 advises the overseas student of their right to access the registered provider's complaints and appeals process, in accordance with Standard 10 (Complaints and appeals), within 20 working days.

8.14 The registered provider must only report unsatisfactory course progress or unsatisfactory course attendance in PRISMS in accordance with section 19(2) of the ESOS Act if:

8.14.1 the internal and external complaints processes have been completed and the decision or recommendation supports the registered provider, or

8.14.2 the overseas student has chosen not to access the internal complaints and appeals process within the 20 working day period, or

8.14.3 the overseas student has chosen not to access the external complaints and appeals process, or

8.14.4 the overseas student withdraws from the internal or external appeals processes by notifying the registered provider in writing.

8.15 The registered provider may decide not to report the overseas student for breaching the attendance requirements if the overseas student is still attending at least 70 per cent of the scheduled course contact hours and:

8.15.1 for school, ELICOS and Foundation Program courses, the overseas student provides genuine evidence demonstrating that compassionate or compelling circumstances apply; or

8.15.2 for VET courses, the student is maintaining satisfactory course progress.

Allowable extensions of course duration

8.16 The registered provider must not extend the duration of the overseas student's enrolment if the overseas student is unable to complete the course within the expected duration, unless:

8.16.1 there are compassionate or compelling circumstances, as assessed by the registered provider on the basis of demonstrable evidence, or

8.16.2 the registered provider has implemented, or is in the process of implementing, an intervention strategy for the overseas student because the overseas student is at risk of not meeting course progress requirements, or

8.16.3 an approved deferral or suspension of the overseas student's enrolment has occurred under Standard 9 (Deferring, suspending or cancelling the overseas student's enrolment).

8.17 If the registered provider extends the duration of the student's enrolment, the provider must advise the student to contact Immigration to seek advice on any potential impacts on their visa, including the need to obtain a new visa.

Modes of delivery

Note: Online learning is study where the teacher and overseas student primarily communicate through digital media, technology-based tools and IT networks and does not require the overseas student to attend scheduled classes or maintain contact hours. For the purposes of the ESOS framework, online learning does not include the provision of online lectures, tuition or other resources that supplement scheduled classes or contact hours. Distance learning is any learning that an overseas student undertakes off campus and does not require an overseas student on a student visa to physically attend regular tuition for the course on campus at the provider's registered location.

8.18 A registered provider must not deliver a course exclusively by online or distance learning to an overseas student.

8.19 A registered provider must not deliver more than one-third of the units (or equivalent) of a higher education or VET course by online or distance learning to an overseas student.

8.20 A registered provider must ensure that in each compulsory study period for a course, the overseas student is studying at least one unit that is not by distance or online learning, unless the student is completing the last unit of their course.

8.21 For school, ELICOS or foundation programs, any online or distance learning must be in addition to minimum face-to-face teaching requirements approved by the relevant designated State authority or ESOS agency as part of the registration of the course, if applicable.

8.22 The registered provider must take all reasonable steps to support overseas students who may be disadvantaged by:

8.22.1 additional costs or other requirements, including for overseas students with special needs, from undertaking online or distance learning

8.22.2 inability to access the resources and community offered by the education institution, or opportunities for engaging with other overseas students while undertaking online or distance learning

Standard 9	<p>9.1 A registered provider must have and implement a documented process for assessing, approving and recording a deferment of the commencement of study or suspension of study requested by an overseas student, including maintaining a record of any decisions.</p> <p>9.2 A registered provider may defer or suspend the enrolment of a student if it believes there are compassionate or compelling circumstances.</p> <p>9.3 A registered provider may suspend or cancel a student's enrolment including, but not limited to, on the basis of:</p> <p>9.3.1 misbehaviour by the student</p> <p>9.3.2 the student's failure to pay an amount he or she was required to pay the registered provider to undertake or continue the course as stated in the written agreement</p> <p>9.3.3 a breach of course progress or attendance requirements by the overseas student, which must occur in accordance with Standard 8 (Overseas student visa requirements).</p> <p>9.4 If the registered provider initiates a suspension or cancellation of the overseas student's enrolment, before imposing a suspension or cancellation the registered provider must:</p> <p>9.4.1 inform the overseas student of that intention and the reasons for doing so, in writing</p> <p>9.4.2 advise the overseas student of their right to appeal through the provider's internal complaints and appeals process, in accordance with Standard 10 (Complaints and appeals), within 20 working days.</p> <p>9.5 When there is any deferral, suspension or cancellation action taken under this standard, the registered provider must:</p> <p>9.5.1 inform the overseas student of the need to seek advice from Immigration on the potential impact on his or her student visa</p> <p>9.5.2 report the change to the overseas student's enrolment under section 19 of the ESOS Act.</p> <p>9.6 The suspension or cancellation of the overseas student's enrolment under Standard 9.3 cannot take effect until the internal appeals process is completed, unless the overseas student's health or wellbeing, or the wellbeing of others, is likely to be at risk.</p>
Standard 10	<p>10.1 The registered provider must have and implement a documented internal complaints handling and appeals process and policy, and provide the overseas student with comprehensive, free and easily accessible information about that process and policy.</p> <p>10.2 The registered provider's internal complaints handling and appeals process must:</p> <p>10.2.1 include a process for the overseas student to lodge a formal complaint or appeal if a matter cannot be resolved informally</p> <p>10.2.2 include that the provider will respond to any complaint or appeal the overseas student makes regarding his or her dealings with the registered provider, the registered provider's education agents or any related party the registered provider has an arrangement with to deliver the overseas student's course or related services</p> <p>10.2.3 commence assessment of the complaint or appeal within 10 working days of it being made in accordance with the registered provider's complaints handling and appeals process and policy, and finalise the outcome as soon as practicable</p> <p>10.2.4 ensure the overseas student is given an opportunity to formally present his or her case at minimal or no cost and be accompanied and assisted by a support</p>

person at any relevant meetings

10.2.5 conduct the assessment of the complaint or appeal in a professional, fair and transparent manner

10.2.6 ensure the overseas student is given a written statement of the outcome of the internal appeal, including detailed reasons for the outcome

10.2.7 keep a written record of the complaint or appeal, including a statement of the outcome and reasons for the outcome.

10.3 If the overseas student is not successful in the registered provider's internal complaints handling and appeals process, the registered provider must advise the overseas student within 10 working days of concluding the internal review of the overseas student's right to access an external complaints handling and appeals process at minimal or no cost. The registered provider must give the overseas student the contact details of the appropriate complaints handling and external appeals body.

10.4 If the internal or any external complaints handling or appeal process results in a decision or recommendation in favour of the overseas student, the registered provider must immediately implement the decision or recommendation and/or take the preventive or corrective action required by the decision, and advise the overseas student of that action

7 References

- 7.1 Australian Skills Quality Authority (ASQA) 2012 *Standards for VET Accredited Courses 2011, Australia*.
- 7.2 Australian Skills Quality Authority (ASA) 2013 *Australian Quality Training Framework (AQTF): User's Guide to the Essential Conditions and Standards for Initial Registration*. Australia.
- 7.3 Australian Qualifications Framework Council, 2013, *Australian Qualifications Framework (AQF)*, second ed., South Australia
- 7.4 Australian Skills Quality Authority (ASQA), 2015, *Standards for Registered Training Organisations (RTOs) 2015*.
- 7.5 Australian Skills Quality Authority (ASQA), *Standards for Registered Training Organisations (RTOs) 2015 – Financial Viability Risk Assessment Requirements*.
- 7.6 Australian Skills Quality Authority (ASQA), *Standards for Registered Training Organisations (RTOs) 2015 – Fit and Proper Person Requirements*.
- 7.7 Department of Education and Training (DET), 2007, *National Code of Practice for Registration Authorities and Providers of Education and Training to Overseas Students (The National Code)*.
- 7.8 *Education Services for Overseas Students Regulations 2019 (Statutory Rules)* made under the *Education Services for Overseas Students Act 2000* and the *Education Services for Overseas Students (Consequential and Transitional) Act 2000*.
- 7.9 The Tertiary Education Quality Standards Agency (TEQSA) (2015). *Higher*

Education Standards Framework 2015. Australia.

- 7.10 www.fairtrading.nsw.gov.au
- 7.11 New South Wales NSW Office of Fair Trading
- 7.12 Do Not Call Register Act 2006
- 7.13 Disability Standards for Education found at <https://education.gov.au/disability-standards-education>