

## INFORM AND PROTECT LEARNERS POLICY

### INTRODUCTION

This policy is in accordance with Standards for RTO's (Clause 5.1 to 5.3) and The National Code (Standard 2, Recruitment of an overseas student).

JMD Business Institute trading as State Institute of Training (SIT) must provide learners with information prior to commencement of services including any third party arrangements affecting the delivery of training and/or assessment in order to ensure that learners are adequately informed about the services they are to receive, their rights and obligations and SIT's responsibilities. This is to occur regardless of the manner in which the learner has been engaged, and whether the learner was initially engaged with SIT itself or a third party.

SIT is to provide or make readily available information to the learner that outlines the services it will provide the learner, along with the rights and obligations of the learner and SIT.

### POLICY

Prior to enrolment, SIT must make a range of current, comprehensive and plain English information available and easily accessible to assist students in making informed decisions. This information should include:

- The requirements for an overseas student's acceptance into a course, including minimum level of English language proficiency, educational qualifications or work experience required, and course credit if applicable.
- The CRICOS course code, course content, modes of study for the course including compulsory online and/or work based training, placements, other community-based learning and collaborative research training arrangements and assessment methods.
- Course duration and holiday breaks.
- The course qualification, award or other outcomes.
- Campus locations and facilities, equipment and learning resources available to students.
- The details of any arrangements with another provider, person or business who will provide the course or part of the course.
- Indicative tuition and non tuition fees, including advice on the potential for changes to fees over the duration of a course and SIT's cancellation and refund policies.
- The grounds on which the overseas student's enrolment may be deferred, suspended or cancelled.
- The ESOS Framework, including official Australian Government material or links to this material online.
- Where relevant the policy and process SIT has in place for approving the accommodation, support and general welfare arrangements for younger overseas students (in accordance with Standard 5)
- Accommodation options and indicative costs of living in Australia,
- SIT 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.

In accordance with Standards for RTO's (Clause 5.1 to 5.3), Prior to enrolment or the commencement of training and assessment, whichever comes first, SIT will provide 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.

- Prior to enrolment, SIT will provide, 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:
  - the code, title and currency of the training product to which the learner is to be enrolled, as published on the National Register
  - the training and assessment, and related educational and support services SIT will provide to the learner including the:
    - estimated duration
    - expected locations at which it will be provided
    - expected modes of delivery
    - name and contact details of any third party that will provide training and/or assessment, and related educational and support services to the learner on the RTO's behalf, and
    - any work placement arrangements.
- SIT's obligations to the learner, including that SIT is responsible for the quality of the training and assessment in compliance with ASQA Standards, and for the issuance of the AQF certification documentation.
- the learner's rights, including:
  - details of the RTO's complaints and appeals process required by Standard 6, and
  - if the RTO, or a third party delivering training and assessment on its behalf, closes or ceases to deliver any part of the training product that the learner is enrolled in
- the learner's obligations:
  - in relation to the repayment of any debt to be incurred under the VET FEE-HELP scheme arising from the provision of services
  - any requirements the RTO requires the learner to meet to enter and successfully complete their chosen training product, and
  - any materials and equipment that the learner must provide, and
- Information on the implications for the learner of government training entitlements and subsidy arrangements in relation to the delivery of the services.
  - Where SIT collects fees from the individual learner, either directly or through a third party, SIT will provide or direct the learner to information prior to enrolment or the commencement of training and assessment, whichever comes first, specifying:
 

All relevant fee information including:

    - fees that must be paid to SIT, and
    - payment terms and conditions including deposits and refunds
  - the learner's rights as a consumer, including but not limited to any statutory cooling-off period, if one applies
  - the learner's right to obtain a refund for services not provided by SIT in the event the:
    - arrangement is terminated early, or

- SIT fails to provide the agreed services.
- Where there are any changes to agreed services, SIT will advise 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. The following procedure will be followed to inform the learners:
  - If there are any changes to the agreed services that effect the training and assessment of the learners for a short duration of time (2 weeks or less), the CEO of SIT will decide the best course of action to minimise the impact on the provision of agreed services to the learners. This includes but is not limited to making arrangements for Substitute Trainers and Assessors and amending the timetable and proposed delivery schedule of Training and Assessment. The learners will be informed as soon as possible via face to face in class or telephone or via emails and post letters. A record of this will be maintained in the Student Data Management System.
  - If there are any changes to the agreed services that effect the training and assessment of the learners for a short duration of time (More than 2 weeks), the CEO will implement the Provider Default Clause. The learners will be informed as soon as possible via face to face in class or telephone or via emails. Learners will also be informed formally via a written notice sent to them about the changes to the agreed service. A record of this will be maintained in the Student Data Management System.

**SIT must provide clear information to learners about the following:**

**Full course code and title**

- To ensure prospective learners can research the course you are offering, state the code and full title of the training product you are offering, as listed on the [National Register](#).
- Include any relevant currency information, such as whether a qualification has been superseded or removed from a training package.

**Venue, length and mode/s of delivery and/or assessment**

- Provide the prospective learner with clear information about where the training and/or assessment will be undertaken, how long it will take and mode/s involved.

**Third party arrangements (if applicable)**

- Where a third party is involved in the training and/or assessment, learners have a right to know who this is.
- Learners should be able to contact both SIT and the third party at any time.
- SIT must confirm to prospective learners that SIT is responsible for the quality of training and assessment provided and for the issuing of all qualifications and statements of attainment and that any changes to the arrangements will be communicated to them.
- You must also provide information on how learners can lodge a complaint or appeal against either SIT or the third party.

**Entry requirements**

- To ensure learners fully understand their obligations, SIT must inform prospective learners of any entry requirements and/or specific requirements they need to meet to successfully complete the program.
- SIT must also make it clear if the learner needs to provide any materials and/or equipment.
- Make it clear whether the training includes mandatory work placements. If mandatory work placements are part of the training, learners must be provided with clear information on who will arrange this.

**Support services**

- Provide information about support services available to learners and any cost associated with them.

**Fee information**

- Provide fee information prior to enrolment or commencement of training/assessment (whichever is earliest), about:
  - all fees payable to SIT, clearly describing all costs involved with the course
  - how and when fees must be paid
  - how to request a refund, and
  - conditions under which a refund would be provided.

**Consumer rights**

- Inform prospective learners about their rights as a consumer, in accordance with state/territory laws.

SIT must also notify learners when any change occurs that may affect the services SIT is providing them. This includes:

- a change in ownership of SIT, and/or
- any changes to, or new third-party arrangements SIT puts in place, for the delivery of services to those learners.