

## Consumer Protection Statement

### 1.1 Australian Consumer Law

Risk Response + Rescue maintains compliance with the national *Competition and Consumer Act 2010* (Cth) and associated *Australian Consumer Law (ACL)* requirements as specified in the Act and enacted in the *Fair Trading Act 1987 & Fair Trading Regulations 2012 (NSW)*. The ACL protects clients and ensures fair trading in Australia. Under the ACL clients have the same protections, and businesses have the same obligations and responsibilities, across Australia.

Risk Response + Rescue has implemented this *Consumer Protection Policy* and aligned *Consumer Protection Strategy* to protect the needs and interests of all clients. These arrangements are in line with the *NSW Consumer Protection Strategy*:

[www.training.nsw.gov.au/forms\\_documents/smartandskilled/contract/consumer\\_protection\\_strategy.pdf](http://www.training.nsw.gov.au/forms_documents/smartandskilled/contract/consumer_protection_strategy.pdf)

A designated *Consumer Protection Officer* has also been appointed:

Risk Response + Rescue Consumer Protection Officer

Mr Rohan Penn  
Unit 1, 277 Princes Highway  
Corrimal NSW 2518  
Email: [info@riskresponse.com.au](mailto:info@riskresponse.com.au)  
Phone: 02 4283 9300

### 1.2 Guarantee

As a course services provider, Risk Response + Rescue supplies services and guarantees that these services will be:

- Provided with due care and skill;
- Fit for the specified purpose; and
- Provided within a reasonable time.

Risk Response + Rescue ensures it uses an acceptable level of skill or technical knowledge and takes all necessary care to avoid loss or damage when providing course services.

Risk Response + Rescue does not provide any guarantee that:

- A student will successfully complete a training product on its scope of registration; or
- A training product can be completed in a manner which does not meet the requirements of the Standards for RTOs 2015; or
- A student will obtain a particular employment outcome where this is outside the control of Risk Response + Rescue.

### 1.3 Testimonials and other References

Where Risk Response + Rescue makes reference to another person or organisation (such as testimonials or photos) in marketing or advertising material, it has gained consent from the person or organisation for the use of that reference. This includes references via text, statements, logos and photos. Risk Response + Rescue ensures all testimonials are true and correct before using them to endorse products.

All Risk Response + Rescue students provide consent to the use of photos and other images that are taken at Risk Response + Rescue learning activities and events, through the relevant release clause in the Risk Response + Rescue *Enrolment Form*. Usage in these instances is generally group images for general operational and promotional purposes.

Students are able to 'opt out' of this release if they wish, with all 'opt-outs' recorded in Risk Response + Rescue's Student Management System.

For more specific advertising and marketing purposes, client consent is obtained and recorded using the *Marketing Consent Form*. Completed *Marketing Consent Forms* are stored at:

Unit 1, 277 Princes Highway  
Corrimal NSW 2518

Various Risk Response + Rescue contractual arrangements with government stakeholders, enterprise clients and other third parties may routinely include consent for the use of information and images in marketing collateral, including the use of organisational logos and other trademarks.

### 1.4 Consumer Protection Strategy

#### Risk Response + Rescue Obligations

Risk Response + Rescue ensures it:

- Provides the training and support necessary to allow students to achieve competency;
- Provides a quality training and assessment experience for all students;
- Provides a clear and accessible feedback and consumer protection system, including a designated and identified consumer protection officer;
- Maintains procedures for protecting consumers' personal information – please refer to the Privacy section of this manual for further information;
- Has established, documented and accessible consumer feedback and complaints handling policies and procedures; and
- Provides clients with details of these pathways for resolving or escalating complaints.

#### Client Rights and Obligations

Risk Response + Rescue clients have the right to:

- Expect that the quality of training meets the standards, regulations and requirement set down by the Australian Skills Quality Authority (ASQA) and relevant government subsidy body (where applicable);
- Be informed about the collection of personal information and be able to review and correct that information; and
- Access Risk Response + Rescue's consumer protection complaints process.

Clients' obligations include:

- Providing accurate information to Risk Response + Rescue; and
- Behaving in a responsible and ethical manner.

## 1.5 NSW Smart & Skilled

Risk Response + Rescue includes the Smart and Skilled website details and 1300 number on all NSW relevant public information, enrolment forms and client induction material so that all students are aware of their rights and options for making a complaint or providing feedback about their training.

[www.smartandskilled.nsw.gov.au](http://www.smartandskilled.nsw.gov.au)

Phone: 1300 77 21 04

### Publicly Available

All Risk Response + Rescue consumer protection information is made available to all clients by being publicly published on the Risk Response + Rescue website and included within the pre-program information for each program.

## 1.6 Unsolicited Consumer Agreements

Risk Response + Rescue 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 Risk Response + Rescue premises.

Risk Response + Rescue 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.

### Third Party Representatives

- Risk Response + Rescue ensures that any third party agreements that permit marketing methods that may result in unsolicited consumer agreements require compliance with the Act.

### Permitted Contact Hours

Risk Response + Rescue representatives maintain compliance with the permitted hours for telemarketing, regulated under the *Do Not Call Register Act 2006* and associated telemarketing standards. Risk Response + Rescue representatives do 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.

### Cooling Off Period

Specifically for unsolicited consumer agreements, clients have 10 business days to change their mind and cancel the course services agreement. During the cooling-off period Risk Response + Rescue 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.

## Compulsory Text

For all unsolicited consumer agreements, the front page Risk Response + Rescue's *Statement of Fees* includes the required agreement text:

*"Important Notice to the Consumer.*

*You have a right to cancel this agreement within 10 business days from and including the day after you signed or received this agreement.*

*Details about your additional rights to cancel this agreement are set out in the information attached to this agreement."*

The *Statement of Fees* front page is signed by the client and includes the date it was signed. The agreement is also provided with the *Termination Notice* that the client can use to terminate the contract.

## Provision of the Written Agreement

When a Risk Response + Rescue 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 Risk Response + Rescue in writing and is:

- Attached to the agreement;
- Transparent – expressed in plain language, legible and clear, and
- The most prominent text in the document, other than the text setting out Risk Response + Rescue 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.

### 1.7 Statement of Fees

Risk Response + Rescue's *Statement of Fees* 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;
- Risk Response + Rescue's
  - Business address (not a post box number);
  - Australian Business Number (ABN) or Australian Company Number (ACN); and
  - Fax number and email address.

## Government Loan, Funding, Subsidy or other Support

Where students would be accessing VET FEE-HELP or any other government loan or subsidy, Risk Response + Rescue provides details of these arrangements. Details include:

- Any costs associated (including interest or similar costs);
- Any debt that will be incurred; and
- Any loss of entitlement from the student undertaking a course at Risk Response + Rescue.

This includes, in the cases of limited entitlement schemes, where students are only able to access one course or there are restrictions on what courses may be subsidised after completing their study at Risk Response + Rescue.

### 1.8 Consumer Protection Complaints

If an individual feels that Risk Response + Rescue or one of its third party representatives has breached its obligations in the undertaking of marketing and sales activities, they may raise a complaint. We encourage individuals to discuss the situation with their Risk Response + Rescue representative in the first instance, before making a complaint.

The complaints handling process is as follows:

1. The individual should make the complaint including as much detail about the issue as possible, in writing to Risk Response + Rescue:

Mr Rohan Penn  
 Risk Response + Rescue Managing Director  
 Unit 1, 277 Princes Highway  
 Corrimal NSW 2518  
 Email: [info@riskresponse.com.au](mailto:info@riskresponse.com.au)  
 Phone: 02 4283 9300

2. Risk Response + Rescue will investigate the circumstances included in the complaint and respond to the individual as soon as possible (and within 30 calendar days) regarding its findings and actions following this investigation.
3. After considering this response, if the individual is still not satisfied they may escalate their complaint directly to the relevant *Consumer Protection Agency* for investigation:

Jurisdiction	Contact Details
New South Wales	NSW Office of Fair Trading 13 32 20 <a href="http://www.fairtrading.nsw.gov.au">www.fairtrading.nsw.gov.au</a>  <i>Smart &amp; Skilled Subsidised Students</i> Smart & Skilled Subsidised Students can also contact the Smart and Skilled customer support centre to seek assistance, ask for advice, make a complaint or provide feedback. 13 28 11 or 1300 77 21 04 <a href="mailto:enquiries@smartandskilled.nsw.gov.au">enquiries@smartandskilled.nsw.gov.au</a> Support is also available in person at a State Training Services Centre: <a href="http://www.training.nsw.gov.au/about_us/sts_contacts.html">www.training.nsw.gov.au/about_us/sts_contacts.html</a>

4. Alternatively, a complaint may also be lodged with the ASQA complaints handling service for complaints against RTOs:

Australian Skills Quality Authority  
[www.asqa.gov.au](http://www.asqa.gov.au)  
 Phone: 1300 701 801

## 1.9 Promotional Methods

Risk Response + Rescue internal and third party representatives maintain compliance with a range of regulatory requirements when undertaking promotional activities.

Risk Response + Rescue and its third-party representatives do not make unsolicited contact with potential students in order to sell them course services via telephone or fax. Where electronic communications are used, these comply with the Spam Act 2003 in its electronic marketing.

### Third Party Representatives

Risk Response + Rescue ensures that any third party agreements that include electronic marketing require compliance with the Act.

### Electronic Marketing

The *Spam Act 2003* prohibits the sending of unsolicited commercial electronic messages—known as spam—with an Australian link. A message has an Australian link if it originates or was commissioned in Australia, or originates overseas but was sent to an address accessed in Australia.

The *Spam Act 2003* defines a commercial electronic message as:

- Offers, advertises or promotes the supply of goods, services, land or business or investment opportunities;
- Advertises or promotes a supplier of goods, services, land or a provider of business or investment opportunities; or
- Helps a person dishonestly obtain property, commercial advantage or other gain from another person.

The Act classifies an electronic message as 'commercial' by considering:

- The content of the message;
- The way the message is presented; and
- Any links, phone numbers or contact information in the message that leads to content with a commercial purpose—as these may also lead the message to be defined as 'commercial' in nature.

#### *Messages sent without consent*

As an educational institution, Risk Response + Rescue representatives can send messages to past and current students without their consent, but only if the messages relate to goods or services supplied by Risk Response + Rescue.

#### *Identification*

All commercial electronic messages sent by Risk Response + Rescue representatives accurately identify Risk Response + Rescue as the organisation that authorised the sending of the message. Information provided includes:

- Clear and accurate information on Risk Response + Rescue that authorised the sending of the message — including the correct legal name of the organisation and an Australian Business Number; and
- Accurate information about how the recipient can contact Risk Response + Rescue.

Risk Response + Rescue ensures that this information remains correct and valid for at least 30 days after the message is sent.

## 1.10 Prospective Client Expressions of Interest & Registrations

All Risk Response + Rescue promotional activities conducted by internal and third party representatives are aimed at providing initial general purpose information to prospective clients, in order to secure initial interest and/or a registration for further information.