

Consumer Protection Policy

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Purpose

The purpose of this policy is to advise potential and current clients on their rights and obligations as consumers of TLC Training Solutions' products and services; and to outline TLC Training Solutions' obligations to our clients.

This complies with the NSW Smart and Skilled Consumer Protection Strategy and ASQA Clauses 1.1 – 1.8 and 1.12 of Standard 1; Clause 5.3 of Standard 5; Clauses 6.1 – 6.6 of Standard 6; Clause 7.3 of Standard 7; Clause 8.5 of Standard 8; Schedule 6 Definitions.

ASQA means Australian Skills Quality Authority, the national VET regulator and the RTO's registering body

Standards means the Standards for Registered Training Organisations (RTOs) 2015 from the VET Quality Framework

NSW Smart and Skilled refers to the state government contract for provision of training and assessment for trainees and apprentices

Policy

1. TLC Training Solutions' obligations

TLC Training Solutions, as a Registered Training Organisation has an obligation to meet ASQA's Standards for Registered Training Organisations (2015). Therefore, clients of TLC Training Solutions can expect to receive quality services and we have an obligation to:

- Provide the training and support necessary to allow learners to achieve competency;
- Provide a quality training and assessment experience for all clients;
- Provide a clear and accessible feedback and consumer protection process; and
- Maintain procedures for protecting customers' personal information.

2. TLC Training Solutions' responsibilities

TLC Training Solutions are responsible for providing:

- Accurate information to clients about their services and fees;
- Information to clients about their rights and responsibilities;
- A complaints and appeals procedure, and information to clients about how to access this;
- A dedicated RTO Consumer Protection officer, and making their contact details readily available;
- Information to clients about the collection and use of their personal information;



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- Information to clients about how to update their personal information.

3. TLC Training Solutions' client obligations

TLC Training Solutions' client's obligations are to:

- Provide accurate and complete information;
- Update their details as appropriate;
- Pay any fees required;
- Behave in a responsible and ethical manner;
- Be aware of their rights and responsibilities;
- Access and use the complaints and appeals process within the RTO, in the first instance.

4. Related documents, policies and procedures

The following TLC Training Solutions policies and procedures relate to the implementation of this policy:

- Student Handbook
- Corporate Governance: CG4: Privacy Policy and Procedure
- Training and Assessment: TA7: Training and Assessment Policy and Procedure
- Students and Clients: SC14: Complaints and Appeals Policy and Procedures
- Students and Clients: SC15: Fees and Refunds Policy and Procedure

The following documents, external to TLC Training Solutions, relate to this policy:

- Standards for Registered Training Organisations 2015
- Smart and Skilled NSW Quality Framework
- Smart and Skilled Consumer Protection Strategy
- Privacy and Personal Information Protection Act 1998
- Health Records and Information Privacy Act 2002
- Government Information (Public Access) Act 2009
- Australian Consumer Law

5. Contacts

TLC Training Solutions' clients, in the first instance, should refer to the complaints and appeals process. If necessary, clients can contact and seek assistance from the RTO Consumer Protection Officer at TLC Training Solutions. If issues cannot be resolved within the RTO, clients may wish to seek assistance or a review from an independent organisation such as:

- **NSW State Training Services:**
State Training Services Customer Support Centre
Ph: 1300 772 104
www.smartandskilled.nsw.gov.au
- **ASQA (Australian Skills Quality Authority)**
Ph: 1300 701 801
www.asqa.gov.au

Consumer Protection Policy

- **NSW Ombudsman**
Ph: 02 9286 1000
www.ombo.nsw.gov.au
- **NSW Fair Trading**
Ph: 13 32 20
www.fairtrading.nsw.gov.au

Document Control

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SC11: AQF Certification Policy & Procedure

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Purpose

The purpose of this policy and procedure is to outline TLC Training Solutions' approach to ensuring it only issues qualifications, statements of attainment and records of results to students who have completed all requirements of the program they are enrolled in.

It outlines the systems in place to ensure certification is issued correctly and only after students have fully demonstrated competence against the required units or modules.

This complies with many of the components of Standard 3 of the Standards.

Definitions

AQF means Australian Qualifications Framework which can be accessed at <http://www.aqf.edu.au/>

AQF Qualifications Issuance Policy means the national policy outlined in the AQF and available at http://www.aqf.edu.au/wp-content/uploads/2013/05/AQF_Issuance_Jan2013.pdf

ASQA means Australian Skills Quality Authority which is the national VET regulator and the RTO's registering body

Certification document means a Testamur, Statement of Attainment or Record of Results.

Course means any nationally recognised qualification, unit of competency, skill set or short course in which a student is enrolled with the RTO.

Record of Results is a record of all the units and modules completed and their results that lead to an AQF qualification or VET Accredited Course being issued and is issued alongside an AQF qualification or Statement of Attainment. Students who complete part of the requirements of an AQF qualification are entitled to receive a record of results.

Standards means the Standards for Registered Training Organisations (RTOs) 2015 from the VET Quality Framework

Statement of Attainment confirms that one or more nationally recognised units or modules has been achieved by an individual but is only used where there has been partial completion of a qualification or VET accredited course.

Student Identifier means a unique number assigned to an individual by the Registrar, in accordance with the Student Identifiers Act 2014.

Testamur is an official certification document that confirms that an AQF qualification has been awarded to an individual. This may be called an 'award', 'qualification' 'parchment', or 'certificate'.

SC11: AQF Certification Policy & Procedure

Policy

1. In accordance with the Standards, TLC Training Solutions issues AQF certification documentation to students who have been assessed as meeting the requirements of a unit, module, qualification or course as specified in the relevant Training Package or VET Accredited Course.
2. All AQF certification documents issued by TLC Training Solutions will meet the requirements of Schedule 5 of the Standards as well as the requirements of the AQF Qualifications Issuance Policy.
3. For User Choice QLD students certification documents will be issued within 7 days of the student being assessed as meeting the requirements of the Course. For NSW Smart and Skilled contract student's certification documents will be issued within 30 days of the student being assessed as meeting the requirements of the Course. In the case of cancellations NSW Smart and Skilled contract students will be issued with eligible statement of attainments within 30 days of cancellation date. For all other students certification documents will be issued within 30 days of the student being assessed as meeting the requirements of the Course, providing that all fees the student owes for the Course have been paid.
4. TLC Training Solutions:
 - Retains a register of AQF qualifications it is authorised to issue and of all AQF qualifications issued, on Wisenet.
 - Retains records of AQF certification documentation issued for a period of 30 years, on Wisenet.
 - Reports the AQF Qualifications issued to ASQA on a regular basis as required by ASQA.
 - 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.
5. Student identifiers will not be included on a Statement of Attainment or a Testamur.
6. Current and past students can request a copy of their certification documents at any time. There may be an additional cost for re-issuance.

Procedure

1. Inclusions on certification documents

Procedure	Responsibility
A. Testamur <ul style="list-style-type: none">• The following information <u>must</u> be included on a Testamur:<ul style="list-style-type: none">– The student's full name– The code and title of the awarded AQF qualification– The name, National RTO Code and logo of TLC Training Solutions– Either the words 'This qualification is recognised within the Australian Qualifications Framework' or inclusion of the AQF logo authorised by the AQF council.– Date of issue or award– The authorised signatory of the RTO and their name– The NRT logo in accordance with its conditions of use outlined in Schedule 4 of the Standards– The RTO's seal, corporate identifier or unique watermark• A certificate number is also included.	Administration Manager

SC11: AQF Certification Policy & Procedure

Procedure	Responsibility
<ul style="list-style-type: none"> The following information must be included as applicable: <ul style="list-style-type: none"> The State/Territory Training Authority logo (only where use of the logo is directed by State/Territory Training Authorities. e.g. User Choice contracts) The industry descriptor, eg. Engineering The occupational or functional stream, in brackets. Eg (Fabrication) Where relevant, the words 'achieved through Australian Apprenticeship arrangements', and Where relevant the words 'these units/modules have been delivered and assessed in (insert language)', followed by a listing of the relevant units/modules. The student's Unique Student Identifier (USI) <u>must not</u> be included on the testamur. 	
<p>B. Statement of Attainment</p> <ul style="list-style-type: none"> The following information <u>must</u> be included on a Statement of Attainment: <ul style="list-style-type: none"> The student's full name The units and/or modules achieved by their full title and national code The name, National RTO Code and logo of TLC Training Solutions The date the statement is issued The words 'A statement of attainment is issued by a Registered Training Organisation when an individual has completed one or more accredited units' The authorised signatory of the RTO The NRT logo in accordance with its conditions of use outlined in Schedule 4 of the Standards The RTO's seal, corporate identifier or unique watermark A statement number and printing date may also be included. The following information <u>must</u> be included as applicable: <ul style="list-style-type: none"> The State/Territory Training Authority logo (only where use of the logo is directed by State/Territory Training Authorities) The words 'These competencies form part of [code and title of qualification(s)/course(s)]' the words, 'These competencies were attained in completion of [code] course in [full title]' Where the units have been delivered and/or assessed in a language other than English, the words 'these units/modules have been delivered and assessed in (insert language)', followed by a listing of the relevant units/modules. The student's Unique Student Identifier (USI) <u>must not</u> be included on the Statement of Attainment. 	Administration Manager
<p>C. Record of results</p> <ul style="list-style-type: none"> The following information should be included on a Record of Results: <ul style="list-style-type: none"> The student's full name 	Administration Manager

SC11: AQF Certification Policy & Procedure

Procedure	Responsibility
<ul style="list-style-type: none"> – The units and/or modules achieved by their full title, national code and the relevant results – The name, National RTO Code and logo of TLC Training Solutions – The date the record of results is printed – The RTO's seal, corporate identifier or unique watermark to ensure the document is able to be authenticated and to reduce fraudulent use • The following information <u>should not</u> be included on a Record of Results: <ul style="list-style-type: none"> – The student's Unique Student Identifier (USI) – The AQF logo or reference to the AQF – The NRT logo 	

2. Issuing Testamurs and Records of Results

Procedure	Responsibility
D. Check eligibility <ul style="list-style-type: none"> • Once a student has completed all the units or modules in a qualification they are eligible to have their qualification issued. Students who have completed a qualification and have paid all fees must have their qualification issued within 30 calendar days of completing the requirements of the qualification. For QLD User Choice contract students the requirement is to issue their qualification within 7 days of signing the completion agreement. For NSW Smart and Skilled contract students the requirement is to issue their qualification within 30 days. • Use the <i>Trainer Internal File Audit</i> to check a student's eligibility for a qualification to be issued. • Ensure TLC Training Solutions has a verified student identifier for the student. • Where a student has completed the requirements of a qualification but have not paid all their fees, they are to be followed up about fee payment in order that their qualification can be issued. In this case, the qualification should be issued within the nominated calendar days as per contract of receiving the final payment. • QLD User Choice students will not have their qualification withheld due to outstanding fees, once the completion agreement has been signed and dated. • A Testamur will be accompanied by a record of results. 	Administration team
E. Award the qualification <ul style="list-style-type: none"> • Record the award of the qualification on Wisenet. This will automatically add the qualification to the Qualifications Register. • The date of award should be the date on which the award is generated/issued. • Security – TLC uses secure paper to print testamurs and includes QR codes on the testamur. In addition certificates can be validated via a link on our website. 	Administration team

SC11: AQF Certification Policy & Procedure

Procedure	Responsibility
F. Print testamur and record of results <ul style="list-style-type: none"> Use the approved template to print the testamur. This is available on Wisenet which will automatically include the required details on the testamur. Use the approved template to print the Record of Results. This is available on Wisenet which will automatically include the required details on the record. Ensure the details printed on the Testamur and Record of Results are accurate and record this on the <i>Qualification Issue Box and Date of Issue</i> on Wisenet. The Managing Director's signature is a part of the testamur template. Keep a copy of the testamur and record of results on the student's file. Upload a copy onto WiseNET Provide a certified copy of the testamur along with the original copy of the testamur and record of results. 	Administration team

3. Issuing Statements of Attainment

Procedure	Responsibility
G. Check eligibility <ul style="list-style-type: none"> A student who has partially completed a qualification, or has completed a single unit, skill set or some VET Accredited Courses that commence with the words 'Course in...', are to be issued with a Statement of Attainment. This includes a student who withdraws from a Course and has completed some units or modules. A Statement of Attainment should only be issued if all fees due have been paid. Use the <i>Trainer Internal Audit Checklist</i> to check a student's eligibility for a statement of attainment to be issued. Ensure TLC Training Solutions has a verified student identifier for the student. Where a student is eligible for a Statement of Attainment but has not paid all fees due, they are to be followed up about fee payment in order that their Statement of Attainment can be issued. In this case, the Statement of Attainment should be issued within 30 calendar days of receiving the final payment. A QLD User Choice student will have their Statement of Attainment issued within 7 days of their date of cancellation. A NSW Smart and Skilled student will have their Statement of Attainment issued within 30 days of receiving the final payment. A Statement of Attainment does not need to be accompanied by a Record of Results. 	Administration team
H. Record the Statement of Attainment <ul style="list-style-type: none"> Record the issuing of the Statement of Attainment on Wisenet. 	Administration team

SC11: AQF Certification Policy & Procedure

Procedure	Responsibility
I. Print Statement of Attainment <ul style="list-style-type: none"> Use the approved template to print the Statement of Attainment. This is available on Wisenet which will automatically include the required details on the Statement. Ensure the details printed on the Statement of Attainment are accurate. Have the authorised person sign the Statement of Attainment. Keep a copy of the Statement on the student's file. Upload a copy onto WiseNET. 	Administration team

4. Reissuing certification documents

Procedure	Responsibility
J. Reissuance <ul style="list-style-type: none"> Upon request for re-issuing of a qualification testamur, record of results or statement of attainment, find the details of the original document issued. The original qualification, record of results or statement of attainment is cancelled and a new one is requested and printed. Therefore, the issuing number will be different. A fee for re-issuing may be applicable – refer to current Fees & Charges. Ensure the document is printed with the same details as the original document. Keep a copy of the re-issued document on the student's file. 	Administration team

Document Control

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SC12: Credit Policy & Procedure

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Purpose

The purpose of this policy and procedure is to outline TLC Training Solutions' approach to ensuring students are provided with credit for units of competency and/or modules where they are evidence by:

- AQF certification documentation issued by another RTO of AQF authorised issuing organisation such as a university
- Authenticated VET transcripts issued by the Registrar.

This complies with Clause 3.5 of the Standards.

Definitions

AQF means Australian Qualifications Framework which can be accessed at <http://www.aqf.edu.au/>

Certification document means a Testamur, Statement of Attainment or Record of Results

Credit means recognition of the previous studies a student has completed for the purpose of reducing the units or modules required to be completed in their currently enrolled program

Course means any nationally recognised qualification, unit of competency, skill set or short course in which a student is enrolled with the RTO

Record of Results is a record of all the units and modules completed and their results that lead to an AQF qualification or VET Accredited Course being issued and is issued alongside an AQF qualification or Statement of Attainment

Standards means the Standards for Registered Training Organisations (RTOs) 2015 from the VET Quality Framework

Statement of Attainment confirms that one or more nationally recognised units or modules has been achieved by an individual but is only used where there has been partial completion of a qualification or VET accredited course

Testamur is an official certification document that confirms that an AQF qualification has been awarded to an individual. This may be called an 'award', 'qualification' 'parchment', or 'certificate'

SC12: Credit Policy & Procedure

Policy

1. TLC Training Solutions will not require any student to repeat any unit or module which they have already been assessed as Competent unless there is a license condition or regulatory requirement that requires this.
2. All students will be offered the opportunity to apply for credit for previously completed studies during the enrolment process. Credit can be accessed by a student by submitting relevant supporting documents to their trainer/assessor.
3. Where a student can provide certified copies of AQF certification documentation issued by another RTO or authorised issuing organisation, TLC Training Solutions will provide credit for that unit or module.
4. Where evidence has been provided of previous study being completed at another RTO, university or other authorised issuing organisation, an analysis as to the equivalence of study completed with the relevant units in the student's enrolment with TLC Training Solutions will be undertaken.
5. All evidence provided as part of an application for Credit will be authenticated by contacting the organisation that issued relevant documents to confirm the content is valid.
6. Where a student links TLC Training Solutions to their USI their USI transcript will be used to award credit transfers for the relevant units of competency.
7. Credit will not be issued where there is a licensing or regulatory requirement that restricts the issuing of Credit.
8. Students will be advised of the outcome of the Credit Application in writing. Where there is significant Credit granted, this may result in a reduction of the Course fees which will be advised at the same time.

Procedure

1. Issuing Credit

Procedure	Responsibility
A. Applications for Credit <ul style="list-style-type: none">• Students will be offered the opportunity to apply for Credit as part of the enrolment process.• To apply for credit, a student should supply certified copies of their relevant transcripts or link TLC Training Solutions to their USI.• Applications that do not include certified documents should be returned to the student, unless originals of the copies are certified by an RTO staff member.• In the case where an RTO issues a qualification or statement of attainment to the student via email, the student can forward the original email to a TLC trainer or administrator to verify it's source.	Student Trainer/Assessors
B. Review Credit application <ul style="list-style-type: none">• Transcripts should be reviewed for their authenticity. Consider:<ul style="list-style-type: none">– Does the transcript include the expected information on an AQF Certification document such as name of institution, code, full name of student, name and codes of units completed?– Has the copy been certified?– Does the transcript or qualification have a QR code that can be scanned to verify it's source?	Training Manager Trainer/Assessor

SC12: Credit Policy & Procedure

Procedure	Responsibility
<ul style="list-style-type: none"> Are the units/modules previously studied relevant to the student's current enrolment? If not, the Credit Application does not need to be progressed further and the student can be advised that they were not granted any Credits. Where units are relevant, contact the issuing institutions to confirm the authenticity of the transcripts. Where there is a direct unit match by code and title, a Credit can be issued. Where previously completed studies are deemed equivalent by the Training Package to a unit in the student's enrolment, a Credit can also be granted for those relevant units. Where previously completed studies are relevant/ similar to a unit in the student's enrolment, the content of the completed units/modules must be analysed to identify whether the outcomes are equivalent to any units/modules in the student's course. This may be assessed by reviewing the content of the unit/module which may be accessed through the university or the student may be asked to provide further information if required. Where equivalent outcomes are identified, a Credit can be issued. All supporting documentation for awarding a credit is kept in the student file. 	
C. Notify student of Credit outcome <ul style="list-style-type: none"> Once credits have been determined, notify the student of the outcome of their Credit Application by updating the Training Plan and Training Record. Where Credits have been granted, reducing the amount of training and assessment needing to be provided, review the cost of the course and advise the student of the reduced course fees. 	Training Manager/ Trainer/Assessor
D. Keep records of Credits granted <ul style="list-style-type: none"> Keep records of all documents used in the assessment of a Credit Application in the student's file. 	Training Manager/ Trainer/Assessor

Document Control

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Standards:	Standard 3, Clause 3.5.

SC13: Marketing and Advertising Policy & Procedure

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Purpose

The purpose of this policy and procedure is to outline TLC Training Solutions' approach to ensuring it markets and advertises its courses ethically and accurately, in compliance with Standards 4 and 5 of the Standards.

Definitions

Standards means the Standards for Registered Training Organisations (RTOs) 2015 from the VET Quality Framework

Training Product means AQF qualification, skill set, unit of competency, accredited short course or module.

Policy

1. TLC Training Solutions ensures the information provided to students about its services, courses, units and qualifications delivered is accurate and factual, regardless of whether the information is provided by the RTO, its brokers, online directories, agents or other third parties. All information clearly distinguishes between non-recognised training and nationally recognised training.
2. TLC Training Solutions' marketing information will enable informed choice for students by ensuring the information is detailed, accurate and complies with the requirements of the Standards.
3. By complying with the Standards, TLC Training Solutions ensures consumer protection laws are adhered to.
4. TLC Training Solutions' advertising is factual and ethical and does not misrepresent TLC Training Solutions' training and assessment, products and other services.
5. All marketing information for nationally recognised training:
 - Identifies TLC Training Solutions with its National RTO Code.
 - Includes the Nationally Recognised Training logo in accordance with its Conditions of Use outlined in Schedule 4 of the Standards.
 - Includes the full name and code of the relevant Training Product whether it is a unit, module, qualification, skill set or accredited course so there is no confusion for students about the outcome.
 - Be consistent with its training and assessment strategies.
 - Include relevant cost information including all costs, any debts that may be occurred, or any loss of entitlement from the student undertaking the course (such as loss of entitlement for further government funded programs or student loan schemes).

SC13: Marketing and Advertising Policy & Procedure

6. TLC Training Solutions will not:

- Guarantee that a student will be issued with a qualification or statement of attainment.
- Guarantee any employment outcome as a result of training and/or assessment unless guaranteed employment has been arranged.
- Claim that a student will be eligible for any license or accreditation as a result of training and/or assessment unless it is a license outcome guaranteed by the issuer of the license or accreditation.

7. Prior to enrolment or the commencement of training TLC Training Solutions provides to each individual current and accurate information that enables the individual to make informed decisions about undertaking training with TLC Training Solutions.

8. Course information provided prior to enrolment will provide the individual with detailed information about fees in line with Clause 5.3 of the Standards.

9. TLC Training Solutions will obtain prior written permission from any person or organisation used as a source of comment, testimonial or picture, for any marketing and/or other material and will always abide by the conditions of that permission.

Procedures

1. Marketing Information

Refer Standard 4 – Clause 4.1

Procedure	Responsibility
A. Develop factual and accurate marketing <ul style="list-style-type: none">• Refer to Clause 4.1 of the Standards for the requirements that must be adhered to.• Ensure marketing materials are approved by the Managing Director.• Keep a copy of all marketing materials on Synology and archive discontinued flyers.	Managing Director
B. Monitor marketing information <ul style="list-style-type: none">• Annually review marketing information to ensure it is accurate. This includes all information that may be existing in the marketplace:<ul style="list-style-type: none">– Course Outlines for each course– Website information– Student Handbook– Directories– Broker listings– Marketing Information for third parties delivering services on behalf of the RTO• During the review ensure that the requirements of Standard 4 and the policy are met and that no misrepresentations have been made, and that there are no inaccuracies in materials.	Managing Director

SC13: Marketing and Advertising Policy & Procedure

2. Pre-enrolment Course Information

Refer Standard 5 – Clauses 5.1, 5.2 and 5.3

Procedure	Responsibility
<p>C. Develop course information</p> <ul style="list-style-type: none"> Refer to Clause 5.2 of the Standards for the requirements that must be included on all course information prior to enrolment or commencement of training, whichever is first. Information on course outlines should include: <ul style="list-style-type: none"> the code, title and currency of the training product to which the student is to be enrolled, as published on the National Register the training and assessment, and related educational and support services the RTO will provide to the student including the: <ul style="list-style-type: none"> 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 student on the RTO's behalf, and any work placement arrangements. the student's obligations: <ul style="list-style-type: none"> estimate of personal commitment (time) required for course any requirements the RTO requires the student to meet to enter and successfully complete their chosen training product, and any materials and equipment that the student must provide, and information on the implications for the student of government training entitlements and subsidy arrangements in relation to the delivery of the services. The following is provided in the Student Handbook: <ul style="list-style-type: none"> the RTO's obligations to the student, 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. the student's rights, including: <ul style="list-style-type: none"> details of the RTO's complaints and appeals process required by Standard 6 The following is to be provided in the Student Agreement: <ul style="list-style-type: none"> 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 student is enrolled in 	Managing Director
<p>D. Fee information</p> <ul style="list-style-type: none"> Refer to Clause 5.3 of the Standards for the requirements of what fee information must be provided to a student. Include this information for each course on the Course Outline and Student Agreement. 	

SC13: Marketing and Advertising Policy & Procedure

3. Advertising Materials

Refer Standard 4 – Clause 4.1

Procedure	Responsibility
E. Develop accurate advertising materials <ul style="list-style-type: none">• Ensure that information included in an advertisement is compliant with the Standards.• Ensure advertising materials are approved by the Managing Director.• Keep a copy of all approved advertisements on Synology.• Advertisements made by third parties must also be approved and saved in the partnership folder on Synology.	Managing Director

4. Permissions

Procedure	Responsibility
F. Gain and record permissions for use of testimonials and images <ul style="list-style-type: none">• If testimonials and/or images or other works of an individual are to be used in marketing material, gain their permission using the <i>Marketing Permission Form</i>. Students who enroll after April 2018 will have provided permission through the Acceptance of Enrolment paperwork.• Keep a copy of the signed Permission Form in the relevant student/client file as well as a copy in the marketing folder.	Managing Director

Document Control

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SC14: Complaints and Appeals Policy & Procedure

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Purpose

The purpose of this policy and procedure is to outline TLC Training Solutions' approach to managing dissatisfaction, formal complaints and appeals of students, clients, staff and other members of the community. It provides a transparent approach for all complaints and appeals to be addressed in a fair, efficient and confidential manner.

This policy and procedure ensures compliance with Standard 6 of the Standards.

Definitions

Appeal means a request for a decision made by TLC Training Solutions to be reviewed

Complaint means a person's formal expression of dissatisfaction with any product or service provided by TLC Training Solutions.

Services means training, assessment, related educational and support services and/or activities related to the recruitment of prospective learners. It does not include services such as student counselling, mediation or ICT support

Standards means the Standards for Registered Training Organisations (RTOs) 2015 from the VET Quality Framework

Policy

1. TLC Training Solutions responds to all allegations involving the conduct of:
 - The RTO, its trainers and assessors and other staff.
 - Any third party providing Services on behalf of TLC Training Solutions.
 - Any student or client of TLC Training Solutions.
2. Complaints may be made in relation to any of TLC Training Solutions' services and activities such as:
 - the application and enrolment process
 - marketing information
 - the quality of training and assessment provided
 - training and assessment matters, including student progress, student support and assessment requirements
 - the way someone has been treated
 - the actions of another student
3. TLC Training Solution's Consumer Protection Officer, as referred to in the Consumer Protection Policy, is Teena Sapwell as Managing Director.

SC14: Complaints and Appeals Policy & Procedure

4. Appeals should be made to request that a decision made by TLC Training Solutions is reviewed. Decisions may have been about:
 - course admissions
 - refund assessments
 - response to a complaint
 - assessment outcomes / results
 - other general decisions made by TLC Training Solutions
5. TLC Training Solutions is committed to developing a procedurally fair complaints and appeals process that is carried out free from bias, following the principles of natural justice.
6. Through this policy and procedure, TLC Training Solutions ensures that complaints and appeals:
 - Are responded to in a consistent and transparent manner.
 - Are responded to promptly, objectively, with sensitivity and confidentiality.
 - Are able to be made at no cost to the individual.
 - Are used as an opportunity to identify potential causes of the complaint or appeal and take actions to prevent the issues from recurring as well as identifying any areas for improvement.
7. TLC Training Solutions acknowledges the need for an appropriate independent party to be appointed to review a matter where this is requested by the complainant or appellant and the internal processes have failed to resolve the matter. Costs associated with independent parties to review a matter must be covered by the complainant/appellant unless the decision to include an independent party was made by TLC Training Solutions. Complainants and appellants are able to use their own external party at their own cost.
8. Complaints and appeals should be made in writing using the Complaints and Appeals Form, or other written format and sent to TLC Training Solutions' head office at PO Box 508 Browns Plains BC Q 4118 attention to the Managing Director.

Appeals must be made within 30 calendar days of the original decision being made.

When making a complaint or appeal, provide as much information as possible to enable TLC Training Solutions to investigate and determine an appropriate solution. This should include:

 - The issue you are complaining about or the decision you are appealing – describe what happened and how it affected you.
 - Any evidence you have to support your complaint or appeal.
 - Details about the steps you have already taken to resolve the issue.
 - Suggestions about how the matter might be resolved.
9. Some or all members of the management team of TLC Training Solutions will be involved in resolving complaints and appeals as outlined in the procedures. Where a third party delivering Services on behalf of the RTO is involved, they will also be included in the process of resolving the complaint or appeal.
10. Where a student chooses to access this policy and procedure, TLC Training Solutions will maintain the student's enrolment while the complaints/appeals handling process is ongoing.
11. Complaints and appeals will be finalised within 60 calendar days unless there is a significant reason for the matter to take longer. In matters where additional time is needed, the complainant or appellant will be advised in writing of the reasons and will be updated weekly on the progress of the matter until such a time as the matter is resolved.
12. TLC Training Solutions will maintain a record of all complaints and appeals and their outcomes on the *Complaints and Appeals Register*.
13. Nothing in this policy and procedure limits the rights of an individual to take action under Australia's Consumer Protection laws and it does not circumscribe an individual's rights to pursue other legal remedies.

SC14: Complaints and Appeals Policy & Procedure

Procedure

1. Complaints

Procedure	Responsibility
A. Receive and acknowledge written complaint <ul style="list-style-type: none">As per policy, complaints are to be made in writing by the complainant, attention to the Managing Director.The Managing Director should review all complaints upon receipt.Record details of the complaint on the <i>Complaints and Appeals Register</i>.	Managing Director
B. Receive and acknowledge verbal complaint <ul style="list-style-type: none">Verbal complaints need to be responded to in the same manner as a formal written complaints.Staff who receive the verbal complaint writes down the name and phone number of the complainant and informs them the appropriate manager will contact them to discuss.Manager for related area of complaint needs to contact the complainant on the same day, where possible. Once they've spoken to the complainant the complaint needs to be recorded on the complaints register.	Staff who receives complaint Relevant manager/s
C. Investigate the complaint <ul style="list-style-type: none">Upon receiving the complaint, the matter is to be investigated to ensure all relevant information is available and it is accurate and complete.Further details from the complainant, respondent or other involved parties may be requested during this stage. This may be in writing, over the phone, or face-to-face.If the matter is in relation to a third party delivering Services on behalf of the RTO, the third party should be involved in the resolution of the complaint.The Managing Director will review the information and decide on an appropriate response. Where deemed necessary by the Managing Director, the matter may be reviewed by other members of the management team to arrive at an appropriate resolution.Note: The complaint must be completely resolved within 60 calendar days of receipt of the original complaint. If the matter is particularly complex and it is going to take longer to resolve, the complainant is to be advised in writing along with reasons for the extra time. They must be provided with updates on progress on a weekly basis thereafter until the matter is resolved.	Managing Director or other relevant managers
D. Advise of the outcome and update records <ul style="list-style-type: none">Provide a written response to the complainant outlining:<ul style="list-style-type: none">The RTO's understanding of the complaintThe steps taken to investigate and resolve the complaintDecisions made about resolution, with reasons for the decisions madeAreas that have been identified as possible causes of the complaint and improvements to be recommended	Managing Director or delegate

SC14: Complaints and Appeals Policy & Procedure

Procedure	Responsibility
<ul style="list-style-type: none"> – Their right to access the appeals process if they are not satisfied with the outcome of the complaints process. • Update the <i>Complaints and Appeals Register</i> so it includes the outcome of the complaint. • Update the <i>Continuous Improvement Register</i> if applicable for any improvements to be made as an outcome. • Keep a copy of the complaint and supporting documents in the Complaints file and in the student or staff file (where relevant). • Discuss the complaint and its outcome at the next management meeting. 	

2. Appeals

Procedure	Responsibility
E. Receive and acknowledge appeal <ul style="list-style-type: none"> • As per policy, appeals are to be made in writing by the appellant, attention to the Managing Director. • The Managing Director should review all appeals upon receipt. • Record details of appeal on the <i>Complaints and Appeals Register</i>. 	Managing Director or delegate
F. Respond to assessment appeals <ul style="list-style-type: none"> • In the case of appeals against assessment decisions, the original assessment decision will be reviewed by having an assessor independent of the original decision, mark the assessment task again. • The assessment decision made during the appeals process will be considered the actual assessment outcome for the task. • Advise the student of the outcome of the appeal as per point G below. 	Managing Director, Training Manager or their delegate
G. Respond to appeals against non-academic decisions <ul style="list-style-type: none"> • Upon receiving the appeal, the matter is to be investigated to identify the original decision made and the reasons for the decision. • Further details from the appellant, respondent, the person who made the original decision, or other involved parties may be requested during this stage. This may be in writing, over the phone, or face-to-face. • If the matter is in relation to a third party delivering Services on behalf of the RTO, the third party should be involved in the resolution of the appeal. • The appellant may request for an independent party (mediator) to be involved in the process. Where this is requested by the appellant, they will bear the costs associated. Additionally, TLC Training Solutions may decide to call upon an independent mediator to assist to resolve the issue where a decision cannot be reached internally. This will be at TLC Training Solutions' cost. • TLC Training Solutions' Management team will review all relevant information and decide on an appropriate response. • Note: The appeal must be resolved within 60 calendar days of receipt of the original appeal. If the matter is particularly complex and it is going to take longer to resolve, the appellant must be advised in writing along with reasons for the extra time. They must be provided with progress updates on a weekly basis thereafter until the matter is resolved. 	Management team

SC14: Complaints and Appeals Policy & Procedure

Procedure	Responsibility
H. Advise appellant of the outcome and update records <ul style="list-style-type: none"> Provide a written response to the appellant outlining: <ul style="list-style-type: none"> The RTO's understanding of the reasons for the appeal The steps taken to investigate and resolve the appeal Decisions made about resolution and reasons for the decisions Areas that have been identified as possible causes of the appeal and improvements to be recommended Update the <i>Complaints and Appeals Register</i> so it includes the outcome of the appeal. Update the <i>Continuous Improvement Register</i> if applicable for any improvements to be made as an outcome. Keep a copy of the appeal and supporting documents in the Complaints file and in the student or staff file (where relevant). Discuss the appeal and its outcome at the next management meeting. 	Managing Director or Administration Team

3. Independent Reviews by External Party

Procedure	Responsibility
I. External complaint or appeal <ul style="list-style-type: none"> If dissatisfied with the internal processes, the complainant/appellant may initiate an external complaint or appeal. Additionally, a complainant or appellant who has been through the internal processes may request TLC Training Solutions to appoint an independent party to review the matter, however complainants and appellants are able to seek their own external parties at their own cost. TLC Training Solutions will co-operate fully in the process of the external party to investigate and review the matter. This will include and not be limited to providing full access to the relevant student file/s and the internal complaints records where permitted to do so by law. All staff will be instructed to cooperate in such instances and to give an accurate account of the events as they understand them. 	Staff as required

Document Control

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SC15A: Fees and Refunds Policy & Procedures - NSW

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Purpose

The purpose of this policy and procedure is to outline TLC Training Solutions' approach to managing fees and refunds in NSW and to demonstrate how fees paid in advance are protected by TLC Training Solutions. This complies with Clauses 5.3, 7.3 and Schedule 6 of the Standards.

Definitions

ASQA means Australian Skills Quality Authority, the national VET regulator and the RTO's registering body

Standards means the Standards for Registered Training Organisations (RTOs) 2015 from the VET Quality Framework

Smart and Skilled means a reform of the NSW Vocational Education and Training (VET) system. It's helping people in NSW get the skills they need to find a job and advance their careers through funded training options.

Policy

1. Protection of fees paid in advance

TLC Training Solutions protects the fees that are paid in advance by students.

- TLC Training Solutions does not require a student to ever pay more than \$1500 in advance for services not yet provided, either prior to course commencement or at any stage during their course.

2. Fees and refund information

Prospective and current students are advised of the fees associated with a course on the relevant Course Guide and on the Payment Schedule. Smart and Skilled students will also be notified through receipt of a Notification of Enrolment. In compliance with Clause 5.3 of the Standards, information regarding fees is provided prior to acceptance of enrolment. Fee information includes:

- All relevant fee information including fees that must be paid and payment terms
- Deposits and refund information and conditions relating to these
- The learner's rights as a consumer including any applicable cooling off period

Refund information is outlined in point 6 on page 2 of this policy, on the Payment Schedule and in the Student Handbook.

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3. Inclusions in course fees

Unless otherwise specified, course fees include all the training and assessment required for students to achieve the qualification or course in which they are enrolling.

- Course fees include one copy of the required textbooks, a USB containing resources and learning materials for each student. Any optional textbooks and materials that may be recommended but not required for a course, are not included in course fees and will be an additional cost should the student wish to purchase such materials. If textbooks or USB's are lost and need to be replaced, the student will be required to cover the cost of the replacement materials – the cost is also outlined in the Pre-Enrolment application.

Course fees include the issuance of a testamur and record of results and/or statement of attainment. For additional copies or re-issuing of any of these documents an additional fee is applicable. This fee is currently \$25 per request for a testamur or \$15 for a Statement of Attainment.

4. Partnership arrangements

Where TLC Training Solutions partners with other Registered Training Organisations (RTO) to deliver State Funded programs, the partnering RTO cannot charge any fee in addition to those quoted by TLC Training Solutions or outside of the relevant contract guidelines.

5. Overdue payments

Students who are having trouble in paying their fees are invited to call our office to make alternative arrangements for payment during their period of difficulty.

TLC Training Solutions reserves the right to suspend the provision of training and/or other services until fees are brought up to date. Students with long term outstanding accounts may be withdrawn from their course if payments have not been received and no alternative arrangements for payment have been made.

Where an EziDebit arrangement is in place, dishonour fees are charged by EziDebit as outlined on your agreement with them and in addition, a \$5 dishonour fee is charged by TLC and added to your account.

6. Refunds

Any refund applicable and how it is to be calculated will be dependent on the mode of study and funding contract (if any) your enrolment is linked to.

Fee for Service Enrolments

Fee for Service means you are not in receipt of any State funding to support your fees and all costs will be met by yourself or a third party (example: employer, parent / guardian / JSN). Regardless of who is paying (yourself or the third party) all Fee for Service courses have the following refund policy applied.

- ✓ All course fees include a non-refundable enrolment and resource fee which is outlined in the Course Guide. These fees are non-refundable except in the unlikely situation where TLC Training Solutions is required to cancel a course due to insufficient numbers or for other unforeseen circumstances. In this case, students will receive a full refund of their enrolment and resource fee.
- ✓ Students who withdraw from a course and wish to seek a refund or have the amount they owe on their fees reduced, must apply to TLC Training Solutions in writing, outlining the details and reason for their request. Students who do not complete a withdrawal form or provide request to cancel in writing, are not eligible for consideration of a refund or reduction in fees.
- ✓ Eligibility for a refund will be assessed based on the services provided to the student and the costs incurred by TLC Training Solutions to provide those services to the student.

SC15A: Fees and Refunds Policy & Procedures - NSW

- ✓ No refund applies to any unit, cluster or RPL process commenced (regardless of whether these units have been completed) at time of cancellation. Commencement is proven by a completed Commencement of Cluster form, your Training Plan and WiseNET data.
- ✓ Refunds will apply for any units, clusters, RPL process paid for *but not yet commenced* at time of cancellation.
- ✓ The cancellation process requires an audit of your student file to ensure compliance.
- ✓ Refund assessments can be appealed following our Complaints and Appeals Policy and Procedure.

NSW Smart and Skilled Trainees (not applicable to Fee Free Scholarships or Free Traineeship Initiative 2020)

Smart and Skilled Trainees have fees supported by funding provided by Training Service NSW. Regardless of who is paying (yourself or the third party) all Fee for Service courses have the following refund policy applied.

- ✓ Students can withdrawal without penalty (meaning any student contribution fees paid are fully refundable) should the cancellation occur within the 10-day cooling off period. The 10-day cooling off period commences from the time the acceptance of enrolment is signed by the student.
- ✓ Provision of Credit Transfers will reduce fees if credits are provided on a certified Statement of Attainment or TLC can authenticate the transcript with the issuing Registered Training Organisation. The amended fee is provided by Training Services NSW when the information is submitted with student data. Refunds will be provided where fees paid to date are more than the new fee calculation.
- ✓ Assessment via Recognition of Prior Learning will reduce fees once the successful outcome is submitted by data lodgment. The amended fee is provided by Training Services NSW when the competency is submitted with student data. Refunds will be provided where fees paid to date are more than the new fee calculation.
- ✓ In the unforeseen circumstance where TLC Training Services loses funding or has its Smart and Skilled contract terminated, no fee will be applied to units not yet completed at time of cancellation. A \$200 resource fee (Non concession) or \$100 resource fee (Concession) plus a per unit fee of \$45 per unit completed will be charged and fees adjusted accordingly. For concession students, the fee will be calculated at 25% of this fee. Total cancellation fees will be capped at \$1000. Refunds will be provided where fees paid to date are more than the new fee calculation. If transferring to another training provider, both training organisations must work together to ensure your combined total fee payable to each training organisation does not exceed your initial total fee quoted by Training Services NSW.
- ✓ Students who withdraw from a course of own choice, and wish to seek a refund following the 10-day cooling off period must provide to TLC Training Solutions the appropriate cancellation form outlining reason. If the request to cancel is accepted by all parties (your employer and Training Services NSW) the amended fee is calculated on units commenced at time of cancellation. A \$200 resource fee (Non concession) or \$100 resource fee (Concession) plus a per unit fee fee of \$45 per unit commenced will be charged and fees adjusted accordingly. For concession students, 25% of this fee will be charged. Refunds will be provided where fees paid to date are more than the new fee calculation. The maximum cancellation fee will be capped at \$1000.
- ✓ The cancellation process requires an audit of your student file to ensure compliance.
- ✓ Refunds can be appealed following our Complaints and Appeals Policy and Procedure.

SC15A: Fees and Refunds Policy & Procedures - NSW

Procedures

1. Student fees

Procedure	Responsibility
A. Enrolment and resource invoices – Fee for Service ONLY <ul style="list-style-type: none"> Fee for Service students must pay their enrolment and resource fee upon acceptance of enrolment and prior to commencement of training. TLC will raise an invoice for the amount in line with the payment schedule for the relevant course. Students have 7 days to pay an invoice. A copy of the invoice will be retained in the student's office file. 	Finance team and Enrolments team
B. Student Contribution Fees <u>Smart and Skilled Trainees</u> <ul style="list-style-type: none"> Smart and Skilled Trainees will be invoiced any applicable student contribution fee on acceptance of enrolment. A minimum payment of \$50 per fortnight is required to be paid against fees due <i>however</i> fees must be paid in full prior to final assessment visit. 	Finance team and Enrolments team
C. Fee instalment invoices – All Fee for Service and Fee for Service Trainees ONLY <ul style="list-style-type: none"> On commencement of each cluster or unit, TLC will invoice in line with the relevant payment schedule. Clusters will be commenced as per dates agreed to on the development of your initial training plan. Students have 7 days to pay an invoice unless an approved payment plan is in place. A minimum payment of \$50 per fortnight is required to be paid against fees due <i>however</i> fees must be paid in full prior to final assessment visit. The final assessment visit will not occur until all fees related to your course are paid in full. TLC will keep a copy of each invoice in the student's office file. 	Finance team Enrolments team and Training Consultants
D. Receiving payments <ul style="list-style-type: none"> All invoices are emailed unless no email is provided. In this case, invoices are posted. A copy of the initial is included with all acceptance of enrolment documents. Payments may be made directly through the link on your electronic invoice, by calling the office to pay via EFTPOS (Credit or Visa Debit cards), or by direct debit. TLC will record payments against the relevant invoice on MYOB TLC will provide the student with a receipt on final payment or at any time when requested. 	Finance team
E. Managing overdue fees <ul style="list-style-type: none"> TLC will send out statements monthly to students to show outstanding fees. Trainers and admin staff will call students where payments are more than 14 days overdue. 	Finance team Enrolments team Training Manager and Training Consultants

SC15A: Fees and Refunds Policy & Procedures - NSW

Procedure	Responsibility
<ul style="list-style-type: none"> Any student with an invoice past 40 days due will be referred to the debt collection agency. The Training Manager will discuss with the student and employer about suspending training until fees are brought up to date. If training is suspended a letter is sent to the student and employer (if applicable) advising of suspension until payment is made. If the student is in receipt of government funding, the relevant department will also be notified of ongoing fee issues. Where fees continue to be unpaid, the Training Manager may consider cancellation of the enrolment and where applicable, seek the advice from the relevant government department providing any funding. 	

2. Refunds

Procedure	Responsibility
<p>F. Processing refunds</p> <ul style="list-style-type: none"> If a course is cancelled by TLC Training Solutions, students who have enrolled and paid their enrolment / resource fee will be automatically issued a refund. Students who withdraw from their course and seek a refund are to make a request for a refund in writing. To assess a refund due, TLC will consider the services the student has received. Consideration will be given to the following: <ul style="list-style-type: none"> Enrolment / resource fee is non-refundable – this covers administration time for enrolment, the induction process and trainer time. Text books / resources provided Training received – number of visits received, units commenced. Individual support provided by the trainer/assessor Assessments marked State funding contract guidelines where applicable. Consider the costs incurred by TLC Training Solutions as per above, plus the fees paid by the student to calculate a suitable refund. Refunds are to be approved by the Managing Director Notify the student in writing of the outcome of the refund assessment and make payment of refund where applicable. Keep a copy of the refund assessment on the student's file. 	<p>Administrations Manager Finance team and Managing Director</p>

SC15A: Fees and Refunds Policy & Procedures - NSW

Document Control

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SC15B: Fees and Refunds Policy & Procedures - QLD

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Definitions

ASQA means Australian Skills Quality Authority, the national VET regulator and the RTO's registering body

Standards means the Standards for Registered Training Organisations (RTOs) 2015 from the VET Quality Framework

VET Investment means an initiative of the QLD Department of Education, Small Business and Training (DESBT) to support funded programs. Under this plan, the government remains focused on investing in skills that align with real job opportunities both now and into the future, boosting the skills of our existing workforce and creating more opportunities for those needing additional skills to compete for employment.

1. Protection of fees paid in advance

TLC Training Solutions protects the fees that are paid in advance by students.

- TLC Training Solutions does not require a student to ever pay more than \$1500 in advance for services not yet provided, either prior to course commencement or at any stage during their course.

2. Fees and refund information

Prospective and current students are advised of the fees associated with a course on the relevant Course Outline and on the Payment Schedule. In compliance with Clause 5.3 of the Standards, information regarding fees is provided prior to acceptance of enrolment. Fee information includes:

- All relevant fee information including fees that must be paid and payment terms
- Deposits and refund information and conditions relating to these
- The learner's rights as a consumer

3. Inclusions in course fees

Unless otherwise specified, course fees include all the training and assessment required for students to achieve the qualification or course in which they are enrolling.

- Course fees include one copy of the required textbooks, a USB containing resources and learning materials for each student. Any optional textbooks and materials that may be recommended but not required for a course, are not included in course fees and will be an additional cost should the student wish to purchase such materials. If textbooks or USB's are lost and need to be replaced, the student will be required to cover the cost of the replacement materials – the cost is also outlined in the Pre-Enrolment application.

Course fees include the issuance of a testamur and record of results and/or statement of attainment. For additional copies or re-issuing of any of these documents an additional fee is applicable. This fee is currently \$25 per request for a testamur or \$15 for a Statement of Attainment.

4. Partnership arrangements

Where TLC Training Solutions partners with other Registered Training Organisations (RTO) to deliver State Funded programs, the partnering RTO cannot charge any fee in addition to those quoted by TLC Training Solutions or outside of the relevant contract guidelines.

SC15B: Fees and Refunds Policy & Procedures - QLD

5. Overdue payments

Students who are having trouble in paying their fees are invited to call our office to make alternative arrangements for payment during their period of difficulty.

TLC Training Solutions reserves the right to suspend the provision of training and/or other services until fees are brought up to date. Students with long term outstanding accounts may be withdrawn from their course if payments have not been received and no alternative arrangements for payment have been made.

Where an EziDebit arrangement is in place, dishonour fees are charged by EziDebit as outlined on your agreement with them and in addition, a \$5 dishonour fee is charged by TLC and added to your account.

6. Refunds

Any refund applicable and how it is to be calculated will be dependent on the mode of study and funding contract (if any) your enrolment is linked to.

Fee for Service Enrolments

Fee for Service means you are not in receipt of any State funding to support your fees and all costs will be met by yourself or a third party (example: employer, parent / guardian / JSN). Regardless of who is paying (yourself or the third party) all Fee for Service courses have the following refund policy applied.

- ✓ All course fees include a non-refundable enrolment and resource fee which is outlined in the Course Guide. These fees are non-refundable except in the unlikely situation where TLC Training Solutions is required to cancel a course due to insufficient numbers or for other unforeseen circumstances. In this case, students will receive a full refund of their enrolment and resource fee.
- ✓ Students who withdraw from a course and consequently seek a refund or have the amount they owe on their fees reduced, must advise TLC Training Solutions in writing, outlining the reason for their request. Students who do not complete a 'Notification of Cancellation of Studies' form or provide intent to cancel in writing or via email, are not eligible for consideration of a refund or reduction in fees.
- ✓ Eligibility for a refund will be assessed based on the services provided to the student and the costs incurred by TLC Training Solutions to provide those services to the student.
- ✓ No refund applies to any unit, cluster or RPL process commenced (regardless of whether these units have been completed) at time of cancellation. Commencement is proven by a completed Commencement of Cluster form, your Training Plan and WiseNET data.
- ✓ Refunds will apply for any units, clusters, RPL process paid for *but not yet commenced* at time of cancellation.
- ✓ The cancellation process requires an audit of your student file to ensure compliance.
- ✓ Refund assessments can be appealed following our Complaints and Appeals Policy and Procedure.

State funded Traineeships and Apprenticeships (not applicable to Free Apprenticeships for Under 21's)

State funded traineeships and apprenticeships have fees supported by funding provided by the Department of Education, Small Business and Training. Regardless of who is paying (yourself or the third party) all State funded traineeships and apprenticeships have the following refund policy applied.

- ✓ Provision of Credit Transfers will reduce fees if credits are provided on a certified Statement of Attainment or TLC can authenticate the transcript with the issuing Registered Training Organisation or we have access to your USI account. The total fee is reduced by \$1.60 per nominal hour of each unit in which a credit transfer applies. For concession students, the fee will be calculated at 25% of this fee. Refunds will be provided where fees paid to date are more than the new fee calculation.

SC15B: Fees and Refunds Policy & Procedures - QLD

- ✓ In the unforeseen circumstance where TLC Training Services loses funding or has its VET Investment contract terminated, no fee will be applied to units not yet completed at time of cancellation. A fee of \$1.60 per nominal hour of each unit commenced will be charged and fees adjusted accordingly. For concession students, the fee will be calculated at 25% of this fee. Refunds will be provided where fees paid to date are more than the new fee calculation.
- ✓ Students who withdraw from a course of own choice and wish to seek a refund following cancellation must provide to TLC Training Solutions the appropriate cancellation form outlining reason. If the request to cancel is accepted by all parties (your employer and DESBT) the amended fee is calculated on units commenced (regardless of whether they are completed) at time of cancellation. A fee of \$1.60 per nominal hour of each unit commenced will be charged and fees adjusted accordingly. For concession students, 25% of this fee will be charged. Refunds will be provided where fees paid to date are more than the new fee calculation.
- ✓ The cancellation process requires an audit of your student file to ensure compliance.
- ✓ Refunds can be appealed following our Complaints and Appeals Policy and Procedure.

State funded Certificate 3 Guarantee and Higher-Level Skills (not applicable to Free TAFE for Year 12 Graduates)

Both funded programs have fees supported by funding provided by the Department of Education, Small Business and Training. Regardless of who is paying (yourself or the third party) all programs have the following refund policy applied.

- ✓ Both funded programs have a \$200 (non-concession) or \$100 (Concession) Non Refundable Enrolment / Resource fee applied.
- ✓ Provision of Credit Transfers will reduce fees if credits are provided on a certified Statement of Attainment or TLC can authenticate the transcript with the issuing Registered Training Organisation or we have access to your USI account. For Early Childhood courses, the total fee is reduced by \$5 per unit (\$2 if class based) in which a credit transfer applies. For concession students, the fee will be calculated at \$3 per unit (\$1 if class based). Refunds will be provided where fees paid to date are more than the new fee calculation.
- ✓ In the unforeseen circumstance where TLC Training Services loses funding or has its VET Investment contract terminated, no fee will be applied to units not yet completed at time of cancellation. For Early Childhood courses, the total fee is reduced by \$5 per unit (\$2 if class based) in which a credit transfer applies. For concession students, the fee will be calculated at \$3 per unit (\$1 if class based). Refunds will be provided where fees paid to date are more than the new fee calculation.
- ✓ Students who withdraw from a course of own choice and wish to seek a refund following cancellation must provide to TLC Training Solutions the appropriate 'Notification of Cancellation of Studies' form outlining reason. The amended fee is calculated on units commenced (regardless of whether they are completed) at time of cancellation. For Early Childhood courses, the total fee is reduced by \$5 per unit (\$2 if class based) in which a credit transfer applies. For concession students, the fee will be calculated at \$3 per unit (\$1 if class based).
- ✓ The cancellation process requires an audit of your student file to ensure compliance.
- ✓ Refunds can be appealed following our Complaints and Appeals Policy and Procedure.

7. Expired Enrolments

- ✓ All enrolments are given the same nominal term based on enrolment type and mode of study. This means each student in the same cohort will be given the same timeframe in which to complete.
- ✓ When the enrolment end date is reached, the enrolment will automatically expire unless an extension request has been provided.
- ✓ Once expired – Total fee will be deemed due and payable and if already paid, no refunds apply.

SC15B: Fees and Refunds Policy & Procedures - QLD

- ✓ All students will be reminded by their trainer of their impending end date and discuss if the student will complete in time, or if they wish to extend and discuss extension fees (where applicable)

Fee for Service Enrolments

- ✓ An Extension of Enrolment Acceptance form will be sent by the Enrolments Manager and an invoice issued (where applicable) within the first week following your nominal end date. The form must be signed, returned and payment made within 7 days to ensure extension of your enrolment.
- ✓ A three-month extension will be given at a rate of \$100.
- ✓ Following this initial extension, fees will be applied according to required number of training and assessment visits required to complete course at rate of \$150 per 2hr visits.
- ✓ Students on maternity leave or extended leave with evidence of reason (example medical condition) will not be charged the initial 3mth extension fee.

Traineeships and Apprenticeships

- ✓ Where the apprenticeship or traineeship is changed from full-time to part-time or school-based, the nominal term will be automatically extended. No fee applies.
- ✓ If the employer, apprentice or trainee and training organisation decide there is insufficient time to complete all training and assessment before the end of the nominal term, they must apply to extend the nominal term. The ATF-014 Extension of a Registered Training Contract form is to be used and provided to TLC Training Solutions no later than 14 days prior to the nominal end date. TLC will sign and submit the form before the end of the nominal term. No additional fee applies.
- ✓ If a trainee / apprentice and their employer wish to temporarily suspend the training contract for reasons such as seasonal employment, long term illness/injury or maternity/paternity arrangements, the ATF-037 Suspension of a Registered Training Contract must be completed and sent to TLC Training Solutions no later than 14 days prior to the start of the suspension date. TLC will sign and submit the form no later than 7 days before the suspension start date.
- ✓ Where a training contract has been suspended, upon completion of the suspension, the nominal completion date will automatically be amended to cover the suspension period. No additional fee applies.

State funded Certificate 3 Guarantee and Higher-Level Skills

- ✓ If you have indicated to your trainer you wish to extend, an Extension of Enrolment Acceptance form will be sent by the Enrolments Manager and an invoice issued (where applicable) within the first week following your nominal end date. The form must be signed, returned and payment made within 7 days to ensure extension of your enrolment.
- ✓ An initial three-month extension will be given at a rate of \$100.
- ✓ Following this initial extension, fees will be applied at the rate of \$20 per unit yet to be completed.
- ✓ Students on maternity leave or extended leave with evidence of reason (example medical condition) will not be charged the initial 3mth extension fee.

SC15B: Fees and Refunds Policy & Procedures - QLD

Procedures

1. Student fees

Procedure	Responsibility
<p>A. Enrolment and resource Invoices – (All students excluding State funded Traineeships and Free TAFE for Year 12 Graduates).</p> <ul style="list-style-type: none"> Students must pay their enrolment and resource fee upon acceptance of enrolment and prior to commencement of training. TLC will raise an invoice for the amount in line with the payment schedule for the relevant course. Invoices must be paid within 7 days or prior to commencement of training (whichever is sooner). For approved payment plan arrangements, a minimum payment of \$50 per fortnight is required to be paid against fees due however 50% of fee must be paid prior to commencement of training with balance due 14 days after. 	Finance team and Enrolments team
<p>B. Student Contribution Fees <u>State funded Traineeships and Apprenticeships</u></p> <ul style="list-style-type: none"> Trainees and Apprentices (or their employer depending on who is responsible for fees) will be invoiced the student contribution fee applicable to each cluster of units as they are commenced. Invoices must be paid within 7 days. For approved payment plan arrangements, a minimum payment of \$50 per fortnight is required to be paid against fees due <i>however</i> fees must be paid in full prior to final assessment visit. 	Finance team and Enrolments team Employer and / or Trainee / Apprentice
<p>C. Student Contribution Fees <u>Certificate 3 Guarantee and Higher-Level Skills</u></p> <ul style="list-style-type: none"> The student (or their employer depending on who is responsible for fees) will be invoiced the student contribution fee on acceptance of enrolment. Invoices must be paid within 7 days. For approved payment plan arrangements, a minimum payment of \$50 per fortnight is required to be paid against fees due <i>however</i> fees must be paid in full within 30 days of commencement of training. 	Finance team and Enrolments team Employer and / or Student
<p>D. Course fees – Fee for Service ONLY (including Fee for Service Trainees and Apprentices)</p> <ul style="list-style-type: none"> On commencement of each cluster or unit, TLC will invoice in line with the relevant payment schedule. Clusters will be commenced as per dates agreed to on the development of your initial training plan. Invoices must be paid within 7 days. For approved payment plan arrangements, a minimum payment of \$50 per fortnight is required to be paid against fees due <i>however</i> fees must be paid in full prior to commencement of next cluster. The final assessment visit will not occur until all fees related to your course are paid in full. 	Finance team Student or third party

SC15B: Fees and Refunds Policy & Procedures - QLD

Procedure	Responsibility
E. Receiving payments <ul style="list-style-type: none"> All invoices are emailed. Copies of invoices are retained on your student file. Payments may be made directly through the link on your electronic invoice, by calling the office to pay via EFTPOS (Credit or Visa Debit cards), or by direct debit. TLC will record payments against the relevant invoice on MYOB TLC will provide the student with a receipt on final payment or at any time when requested. 	Finance team
F. Managing overdue fees <ul style="list-style-type: none"> TLC will send out statements monthly to students to show outstanding fees. These are issued automatically via MYOB. Overdue enrolment / resource fees will be followed up by both the trainer and enrolments manager as training cannot continue without payment made (or payment arrangement active) and a Confirmation of Enrolment Letter will not be issued. Student contribution fees (Certificate 3 Guarantee and Higher-Level Skills) and course fees for units / clusters (Trainees, Apprentices and Fee for Service) will be followed up the Finance Team and/or Training Manager where due dates exceed 30 days. Any student with an invoice past 60 days due will be referred to a debt collection agency. The Training Manager will discuss with the student and employer about suspending training until fees are brought up to date. If training is suspended a letter is sent to the student and employer (if applicable) advising of suspension until payment is made. If the student is in receipt of traineeship / apprenticeship funding, DESBT will also be notified of ongoing fee issues. Where fees continue to be unpaid, the Training Manager in discussion with the Managing Director may consider cancellation of the enrolment and where applicable, seek the advice from the relevant government department providing any funding. 	Finance team Enrolments team Training Manager Trainer Any relevant Department Employer (where applicable)

2. Refunds

Procedure	Responsibility
G. Processing refunds <ul style="list-style-type: none"> If a course is cancelled by TLC Training Solutions, students who have enrolled and paid their enrolment / resource fee will be automatically issued a refund. Students who wish to cancel from their course and seek a refund are to advise in writing using one of the following methods relevant to enrolment type: <ol style="list-style-type: none"> Notification of Cancellation form (Fee for Service, Certificate 3 Guarantee, Higher Level Skills) Written and signed notification (Fee for Service, Certificate 3 Guarantee, Higher Level Skills) 	Administrations Manager Finance team and Managing Director

SC15B: Fees and Refunds Policy & Procedures - QLD

Procedure	Responsibility
<ul style="list-style-type: none"> c. Email from the students email address (Fee for Service, Certificate 3 Guarantee, Higher Level Skills) d. ATF-034 Cancel a registered training contract (Trainees / Apprentices) <ul style="list-style-type: none"> • To assess a refund due, TLC will consider the services the student has received. Consideration will be given to the following: <ul style="list-style-type: none"> – Enrolment / resource fee is non-refundable – this covers administration time for enrolment, the induction process and trainer time. – Textbooks / resources provided – Training received – number of visits received; units commenced. – Individual support provided by the trainer/assessor – Assessments marked – State funding contract guidelines where applicable. • Refunds are to be approved by the Managing Director • Notify the student in writing of the outcome of the refund assessment and make payment of refund where applicable. • A copy of the refund assessment along with notice to cancel will be kept on the student's file. <p>N/B: A refund will NOT apply to:</p> <ul style="list-style-type: none"> • Any enrolment / resource fee. • Enrolments that have been cancelled where no notice was given, and the student has become inactive and noncontactable. • Expired enrolments 	

FEE EXEMPTIONS

If accessing funding via the VET Investment contract, a fee exemption will apply to Year 12 School Leavers or Under 21 years.

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SC19: Access, Equity, Fairness and Discrimination Policy

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Purpose

The purpose of this policy is to outline TLC Training Solutions' approach to its liaison with all students, prospective students, employers, prospective employers, host workplaces, staff and partner organisations. This complies with Clauses 1.7 and 4.6 of the Standards.

Definitions

ASQA means Australian Skills Quality Authority, the national VET regulator and the RTO's registering body

Standards means the Standards for Registered Training Organisations (RTOs) 2015 from the VET Quality Framework

VET Investment refers to the program initiated by the Department of Employment, Small Business and Training that provides funding for Certificate 3 Guarantee, Higher-Level Skills and State funded Traineeships and Apprenticeships.

Policy

1. Individual differences

TLC Training Solutions recognises and values the individual differences of its students and the community and recognises that students come into its programs with a wealth of personal knowledge and life experiences.

2. Inclusiveness

TLC Training Solutions promotes an inclusive training environment and recognises that diversity is an opportunity to enrich and extend opportunities for all.

TLC Training Solutions is committed to ensuring that:

- access and equity principles are applied to all aspects of its operations, promoting full and equal opportunities for all students, prospective students and other clients.
- no person is discriminated against, harassed or treated unfairly in their dealings with TLC Training Solutions.
- each student has access to the level of support required to enable them to reach their full potential without it causing unjustifiable hardship to the organisation.
- It complies with relevant Equal Opportunity legislation and Discrimination Act.

3. Discrimination

In accordance with legislation, no person or organisation will be treated unfairly or discriminated against based on age, colour, race, gender, religious or political conviction, sexuality, ability or disability, location, family responsibilities, membership or non-membership of an association or for any other stereotypical or illegal reason.

SC19: Access, Equity, Fairness and Discrimination Policy

4. Harassment

TLC Training Solutions is committed to providing all people with an environment free from all forms of harassment. TLC Training Solutions will not tolerate any behavior that harms, intimidates, threatens, victimises, offends, degrades or humiliates another person.

5. Student Selection

TLC Training Solutions upholds the principle that all applicants seeking to enroll are treated fairly and equitably. TLC Training Solutions has open, fair, clear and transparent student selection procedures which are based on clearly defined entry criteria for making decisions about the selection of students.

Students will be selected on merit based on the course's publicised criteria. Entry criteria and application and enrolment procedures are published in TLC Training Solutions' marketing materials, course guides and on the organisation's website.

All people will be treated courteously and expeditiously throughout the process of enquiry, selection and enrolment.

6. Exclusion from Services

A person may not be permitted to access training services if:

- They have a criminal history which impacts on the requirements of the course or vocation of the area being studied.
- The student requires delivery in a language other than that being offered by TLC Training Solutions in accordance with the related Training Package

The student requires special services or facilities and provision of such would cause unjustifiable hardship to the organisation.

7. Equity in Access

TLC Training Solutions provides equity in access to the level of training and support required by each student. All students are supported in a manner that enables them to achieve their full potential and success in their training outcomes. All students are provided with opportunities to develop and successfully gain skills, knowledge and experience through education and training.

TLC Training Solutions provides equitable access to training and education services by:

- Offering culturally appropriate teaching resources that are relevant to participant needs and circumstances.
- Referring students to support and counseling services where needed.
- Offering a wide range of course and learning options.
- Assisting students to arrange additional services if required such as interpreters or trained note takers.
- Providing courses that are self-paced and flexibly delivered.
- Encouraging participants to be involved in their own feedback and decision-making processes regarding realistic goals and progress.

8. Inclusion

TLC Training Solutions creates an inclusive environment for all people regardless of their background by:

- Providing a welcoming and supportive training community.
- Offering flexibility in training and assessment.
- Providing reasonable adjustments to training and assessment activities.
- Having open recruitment and selection procedures.
- Determining the needs of all individuals upon engagement with the organisation.

SC19: Access, Equity, Fairness and Discrimination Policy

- Support Services
- Requesting only self – disclosure from Aboriginal and Torres Strait Islander students to confirm eligibility for any concession or fee – free funded programs.

Support services will be provided to all students who require them. Please refer to the Training and Assessment Policy and Procedure.

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SC20: Child Protection Policy (Strategy) & Procedures

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Purpose

To prevent foreseeable harm to children and young people in the organisations care either as an employee, volunteer or student.

It does not directly link to any Standards however it contributes to demonstrating compliance with Standards 5 and 6.

Policy

1. TLC Training Solutions is committed to the safety and wellbeing of all children and young people who use its services and is dedicated to protecting them from harm. TLC therefore:
2. Ensures that all staff treat children and young people with respect and understanding always.
3. Ensures that all staff who may have contact with children and young people undergo the Working with Children Check (NSW) and hold a positive Blue Card (if employed in QLD).
4. Prohibits any form of abuse against children.
5. Carefully selects, screens, conducts thorough referee checks and monitors those who have regular contact with children.
6. Ensures the organisations Code of Conduct for interacting with Children and Young People is promoted, enforced and reviewed.
7. Provides clear procedures for raising concerns or complaints.
8. Provides education / training and/or information on child abuse and child protection.

SC20: Child Protection Policy (Strategy) & Procedures

Procedures

Procedure	Responsibility
A. Working with Children Check <ul style="list-style-type: none"> All staff and volunteers within TLC who directly and/or individually deal with children under the age of 18 on a regular basis will undergo the Working with Children Check (NSW) or as otherwise known in QLD – a Blue Card Check meaning they hold a positive notice and Blue Card. A 'regular basis' is defined as all training and assessing staff, training manager and any administration staff who directly deal with a child under 18 at least once a week over the course of a month; at least once a fortnight over the course of two months; or at least once a month over the course of six months. Newly appointed staff who will fall into the category above will have employment terminated should they fail to obtain a Blue Card or Working with Children Check. Newly appointed staff will not be permitted to have contact with those under the age of 18 until the required check is complete. 	Training Manager Compliance Manager Managing Director
B. Report Abuse <ul style="list-style-type: none"> Where there is evidence, disclosure of reasonable suspicion of harm or abuse to a child or young person within the organisation, the Department of Communities, Child Safety or the Police will be notified immediately. Where there is evidence, disclosure of reasonable suspicion of harm or abuse to a child or young person outside of the organisation, but in a workplace visited by the organisation, the Department of Communities, Child Safety or the Police will be notified immediately. All disclosures and allegations of child abuse will be dealt with promptly, seriously, sensitively and confidentially. A person will not be victimised for reporting an allegation of child abuse and the privacy of all persons concerned will be respected. 	Managing Director
C. Compliance <ul style="list-style-type: none"> Compliance with this policy will be monitored by the organisations Compliance Manager via regular liaison with the organisations members and management team. The organisation will comply with the Blue Card legislation, Working with Children (Risk Management and Screening) Act 2000, by ensuring that all relevant employees, volunteers and students in child related courses undergo a Working with Children Check and obtain a Blue Card. A Blue Card Register will be kept using Blue Card's template and remain up to date at all times in accordance with Blue card requirements. In NSW, all students in child related course who are employed in an Early Childhood facility must advise they have a Working with Children Check that has been issued to their employer. Students in NSW requiring vocational placement will be required to provide TLC with a copy of the NSW Working with Children Check prior to work placement. 	Compliance Manager Enrolments Manager

SC20: Child Protection Policy (Strategy) & Procedures

Procedure	Responsibility
<ul style="list-style-type: none"> Students in QLD will not be enrolled in a child related course until a positive notice or Blue Card is received 	
D. Code of Conduct <ul style="list-style-type: none"> Use appropriate language when dealing with children and young people. Do not make inappropriate physical contact with any child or young person. Do not tolerate bullying within the organisation, either amongst children and young people, or from adults towards children and young people. Place the safety and welfare of children and young people above all else. Report all violent acts and illegal acts. Set a good example for children and young people within the organisation by the way you dress, speak and act. Do not place yourself in a situation that could be misinterpreted, abused or places yourself or child or young person at risk of speculation, gossip or bullying. For example, not offering lifts to or from training or workplaces, not accepting or offering friend requests to students on Facebook or other social media. 	All TLC staff and volunteers
E. Induction and Training <ul style="list-style-type: none"> Complete at least two reference checks for the applicant selected from the interviews. Referees must be recent and able to answer a wide range of questions about the candidate's suitability for the role. Use the <i>Reference Check Form</i> to document discussions. Conduct orientation that involves thorough discussion of this policy and procedure. Provide ongoing professional development activities that involve Ethical Dilemmas, Handling Disclosures and Suspicions of Harm, Dealing with Disclosure, Rights and Expectations of Parents and Guardians. 	Training Manager
F. Managing Breaches of the Risk Management Policy <ul style="list-style-type: none"> TLC will review any allegations of breaches of the Child Protection Policy and Strategy and will take steps to minimise the risk of any further breaches. TLC understands that Non-Compliance with the Commission for Children and Young People and Child Guardian Act 2000 (QLD) and/or The Children and Young Persons (Care and Protection) Act 1998 (NSW) will result in penalties imposed under the Act. 	Compliance Manager Managing Director
G. Review performance <ul style="list-style-type: none"> Review performance in line with timelines given to staff member to decide whether performance has reviewed. Keep a record of all discussions and communication with staff member about underperformance. 	Managing Director & relevant manager/supervisor

Document Control

SC20: Child Protection Policy (Strategy) & Procedures

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