22. POLICY

22.1 Australian Consumer Law

Lennox College maintains compliance with the national Competition and Consumer Act 2010 and associated Australian Consumer Law (ACL) requirements as specified in the Act and enacted in various state legislation across Australia. The ACL protects clients and ensures fair trading in Australia. Under the ACL clients have the same protections, and businesses have the same obligations and responsibilities, across Australia. Lennox College has implemented this Consumer Protection Policy and aligned Consumer Protection Strategy to protect the needs and interests of all clients. A designated Consumer Protection Officer has also been implemented:

Rhett Simonds
Chief Executive Officer
1300 130 666
info@lennoxcollege.edu.au

22.2 Guarantee

As a course services provider, Lennox College supplies services and guarantees that these services will be:

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

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

22.3 Consumer Protection Strategy

22.3.1 Lennox College Obligations

Lennox College ensures it:

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

22.3.2 Clients Rights and Obligations

Lennox College clients have the right to:

- Expect that the quality of your training meets the standards, regulations and requirement set down by the Australian Skills Quality Authority (ASQA) and relevant government subsidy body (where applicable);
- Be informed about the collection of personal information and be able to review and correct that information; and
- Access Lennox College's consumer protection complaints process.
Clients' obligations include:
- Providing accurate information to Lennox College; and
- Behaving in a responsible and ethical manner.

### 22.4 NSW Smart & Skilled

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

www.smartandskilled.nsw.gov.au - Phone: 1300 77 21 04

### 22.5 Publicly Available

All Lennox College consumer protection information and approaches is made available to all clients by being publicly published on the Lennox College website and included within the relevant handbook for each stakeholder group.

### 22.6 Unsolicited Consumer Agreements

Lennox College or its contracted third party representatives may, from time to time, engage in marketing promotions that result in unsolicited consumer agreements. Such promotions may include telephoning prospective students for course service offerings or approaching prospective students in public areas outside of Lennox College premises.

Lennox College representatives who make unsolicited contact with potential students in order to sell them course services comply with:
- Limited hours for contact;
- Disclosure requirements when making an agreement;
- Criteria for the agreement, including that it must be in writing; and
- Restrictions on supplying services above a certain value, and on requesting payment during the cooling-off period.

### 22.7 Permitted Contact Hours

Lennox College representatives maintain compliance with the permitted hours for telemarketing, regulated under the Do Not Call Register Act 2006 and associated telemarketing standards. Lennox College representatives do not undertake telephone or fax marketing to clients:
- On a Sunday or a public holiday;
- Before 9am or after 8pm on a weekday; or
- Before 9am or after 5pm on a Saturday.

### 22.8 Cooling Off Period

Specifically for unsolicited consumer agreements, clients have 10 business days to change their mind and cancel the Statement of Fees. During the cooling-off period Lennox College does not provide any services or accept any payment.

For agreements negotiated by telephone, the cooling-off period begins on the first business day after the client receives the agreement document. For other agreements, the cooling-off period begins on the first business day after the agreement was made.

A client may terminate an agreement verbally or in writing. The termination date is when the client gives or sends the notice.

#### 22.8.1 Course Fees Agreement

Lennox College’s Course Fees Agreement including Statement of Fees is transparent – expressed in plain language, legible and clear - and clearly states:
- The client’s cooling-off and termination rights;
- The full terms of the agreement;
• The total fees payable, including fees for all additional items;
• The relevant Lennox College entities’
  – Business address (not a post box number);
  – Australian Business Number (ABN) or Australian Company Number (ACN); and
  – Fax number and email address, where they have these.

22.8.2 Compulsory Text
The front page Lennox College’s Course Fees Agreement includes the required agreement text:
"Important Notice to the Consumer.
You have a right to cancel this agreement within 10 business days from and including the day after you signed
or received this agreement.
Details about your additional rights to cancel this agreement are set out in the information attached to this
agreement."
The Course Fees Agreement front page is signed by the client and includes the date it was signed. The
agreement is also provided with the ACL Termination Notice that the client can use to terminate the contract.

22.8.3 Provision of the Written Agreement
When a Lennox College representative negotiates an unsolicited consumer agreement:
• The representative informs the client of their termination rights before the agreement is made;
• The client is given a written copy of the agreement; and
• Both parties sign the agreement and any amendments.
Information about termination rights is provided to clients by Lennox College in writing and is:
• Attached to the agreement;
• Transparent – expressed in plain language, legible and clear, and
• The most prominent text in the document, other than the text setting out Lennox College name and logo.
If negotiated in person, the written copy of the agreement is provided to the client immediately after it is
signed. If negotiated by telephone, the written copy is provided to the client:
• In person, by post, or electronically (if the client agrees); and
• Within five business days of the agreement occurring.

22.9 Consumer Protection Complaints
If an individual feels that Lennox College or one of its third party representatives has breached its obligations
in the undertaking of marketing and sales activities, they may raise a complaint. We encourage individuals to
discuss the situation with their Lennox College representative in the first instance, before making a complaint.
The complaints handling process is as follows:
• The individual should make the complaint including as much detail about the issue as possible, in writing
to Lennox College:
  Lennox College Consumer Protection Officer
  Rhett Simonds
  Chief Executive Officer
  1300 130 666
  info@lennoxcollege.edu.au
• Lennox College will investigate the circumstances included in the complaint and respond to the individual
  as soon as possible (and within 30 calendar days) regarding its findings and actions following this
  investigation.
• After considering this response, if the individual is still not satisfied they may escalate their complaint directly
to the Consumer Protection Agency in the relevant jurisdiction for investigation:
<table>
<thead>
<tr>
<th>Jurisdiction</th>
<th>Contact Details</th>
</tr>
</thead>
</table>
| Australian Capital Territory | ACT Office of Regulatory Services  
20 62073000  
fair.trading@act.gov.au |
| New South Wales           | NSW Office of Fair Trading  
13 32 20  
www.fairtrading.nsw.gov.au |
|                           | Smart & Skilled students  
Smart & Skilled students can also contact the Smart and Skilled customer support centre to seek assistance, ask for advice, make a complaint or provide feedback.  
13 28 11 or 1300 77 21 04  
enquiries@smartandskilled.nsw.gov.au  
Support is also available in person at a State Training Services Centre:  
| Northern Territory        | NT Consumer Affairs  
1800 01 93 19  
consumer@nt.gov.au |
| Queensland                | QLD Office of Fair Trading  
13 74 68  
www.fairtrading.qld.gov.au/lodge-your-complaint |
| South Australia           | SA Office of Business and Consumer Services  
13 18 82  
www.cbs.sa.gov.au |
| Tasmania                  | TAS Consumer Affairs & Fair Trading  
1300 65 44 99  
| Victoria                  | Consumer Affairs Victoria  
1300 55 81 81  
www.consumer.vic.gov.au |
| Western Australia         | WA Department of Commerce  
1300 30 40 54  
www.commerce.wa.gov.au |

- Alternatively, a complaint may also be lodged with the ASQA complaints handing service for complaints against RTOs:  
Australian Skills Quality Authority  
www.asqa.gov.au  
Phone: 1300 701 801