

Consumer Awareness and Protection (v2.0)

Guide to Requirements in 2018-19 VET Funding Contracts

BACKGROUND

In line with Principle 3 of the *Skills First* Quality Charter, the 2018-19 VET Funding Contract (the Contract) contains requirements to ensure Eligible Individuals are able to make informed choices about courses, training providers, and using their entitlement to government subsidised training, prior to commencing *Skills First*-subsidised training.

In particular, such requirements concern the way training providers engage in:

- student attraction activities, including marketing and advertising in relation to any training within the training provider's Funded Scope; and
- the provision of information about course offerings, fees, support, and the impact on an individual's entitlement to government subsidised training.

To note, in addition to contractual requirements that directly concern consumer awareness and protection under *Skills First*, the Contract also requires training providers to meet a number of requirements that concern the delivery of Training Services. As student attraction activities and information provision activities fall under the definition of Training Services, training providers must also consider relevant contractual requirements for delivering Training Services when considering their obligations for ensuring consumer awareness and protection.

INFORMATION FOR PROSPECTIVE STUDENTS

The following requirements seek to ensure that prospective students have the necessary information to make an informed choice about the training provider and course prior to enrolment.

Victorian Skills Gateway

The Victorian Skills Gateway is a 'one-stop-shop' of Victorian VET that assists prospective students to find the best training option for them. As such, the Contract requires training providers to register for, and maintain, an up-to-date profile on the Victorian Skills Gateway. Profiles include, but are not limited to, information about a training provider's delivery locations, courses on offer, and contact details.

Marketing and Promotion

Under the Contract, training providers must ensure their marketing and promotional activities provide prospective students with accurate information about:

- the nature and requirements of the training provider's training;
- the financial arrangements in respect of the training provider's training, including the cost to, and other financial impacts on, the prospective student;
- training hours and commitment; and
- the assessment and expected outcomes of the training.

Training providers are also required to market and promote courses within their Funded Scope in accordance with all applicable Laws (including the Australian Consumer Law), and in an accurate and ethical manner. The Contract requires training providers to avoid engaging in false or misleading advertising practices, and unconscionable conduct whilst marketing and promoting courses on their Funded Scope.

All promotional activities that a training provider engages in must be carried out in accordance with the *Skills First* Quality Charter.

Information about Fees

A training provider is required to publish on its website the standard tuition fee payable for *Skills First* subsidised training for each course that it offers under the Contract. A training provider is also required to include on its website all other fees associated with government funded training, such as student services and amenities fees, and to keep all fee information up-to-date.

Because fee policy under *Skills First* allows training providers to vary fees from the standard tuition fee, the Contract requires training providers to include the following caveat on their website:

'The student tuition fees as published are subject to change given individual circumstances at enrolment'.

Additionally, training providers are required to supply each prospective student with a clear and reasonable refund policy prior to enrolment. A training provider's refund policy must, at a minimum, meet the standards of its relevant regulator.

Information about Subcontracting Arrangements

The Contract also contains additional requirements for training providers that enter in to Department-approved subcontracting arrangements for the delivery of any part of their training and/or assessment.

In relation to any training and/or assessment to which a subcontracting arrangement applies, training providers are required to:

- publish on their website the identity and role in training and/assessment provision, of the subcontracted party;
- make reference on their corporate material to the identity and role in training and/or assessment provision, of the subcontracted party; and
- where relevant, ensure that students are aware they will enroll with the training provider, and not the subcontracted party.

Website

In addition to the information detailed above, a training provider is also required to publish the following on its website:

- a summary of its latest registration audit information (including all information required in clause 1.3 of Schedule 1 of the Contract);
- its complaints and appeals process;
- a list of all providers of Brokering Services it uses; and
- where relevant, its online service standards as prescribed by the Department.

PRIOR TO THE COMMENCEMENT OF TRAINING

The Contract also contains the following requirements to ensure students are able to review and understand information relevant to the government subsidised training they have enrolled in prior to its commencement. These contractual requirements ensure that students retain records of agreements with the training provider (and employer where relevant) regarding the nature of their training delivery and fees.

Statement of Fees

Training providers are required to supply each Eligible Individual with a Statement of Fees prior to the commencement of their training. The Statement of Fees provides students with a quote for the total cost of their course of study/enrolment (including the approximate value of the government contribution), as well as some basic information concerning how their training and assessment will be delivered (such as the duration

and location of training). Training providers should note that the requirement to supply students with a Statement of Fees applies regardless of whether the student is paying the fees or not (e.g. it applies even if the student's employer is paying for the training).

Sections 1.2 – 1.4 and 4.2 of the 2018 Guidelines About Fees provide further detail regarding the minimum information required in a Statement of Fees.

Training Plan

Training providers are required to document information on training and assessment in a Training Plan, and seek endorsement of the Training Plan from each student, or group of students, to whom the Training Plan applies. Training Plans documented for groups of student can be developed only for students who are not apprentices or trainees. If the student is an apprentice or trainee, the Training Plan must be documented for a single individual, and must also be endorsed by the employer.

Training Plans contain a suite of information regarding the nature, delivery and assessment requirements of training and assessment (refer to clause 7.2 for further detail). Updates to the Training Plan must be mutually agreed to by all endorsees, and students must be provided with a copy of all endorsed versions of the Training Plan (this includes the original as well as any updated versions).

It is preferable to have Training Plans developed and signed prior to the commencement of training; however, the Contract does allow for Training Plans to be endorsed no later than four weeks after the commencement of training. To note, in relation to apprentices/trainees, employers are required to arrange for their apprentices and trainees to be enrolled at a training provider within three months of the date of commencement of the apprentice/trainee's DELTA Training Contract. Training providers must therefore ensure their enrolment and other processes (including the development and endorsement of Training Plans) do not impede an employer's ability to meet this three month requirement.

To note, in the event a student is undertaking a practical placement as part of their government subsidised training, the Contract requires a written practical placement agreement to be executed in addition to the Training Plan. The written practical placement agreement must be executed prior to the commencement of the placement. Further information about practical placement agreements can be found in the *Practical Placement Guidelines* on the Department's website.

FOR FURTHER INFORMATION

Attachment A lists a number of contractual requirements (including requirements in the 2018 Guidelines About Fees and *Skills First Quality Charter*) that concern training provider obligations for consumer awareness and protection.

Training providers can also refer to the following resources available on SVTS:

- *Skills First Quality Charter*
- CN 2018-10 Online Learning
- Prescribed online service standards (2018)
- CN 2018-04 Reporting of Brokering Services

Or submit an enquiry via SVTS.

ATTACHMENT A

| | Relevant Document | Clause/Principle |
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| Information Provision regarding entitlement to government subsidised training | Schedule 1 of the Contract ¹ | 4.1 Prior to enrolling an individual in any course or qualification for which the Training Provider will claim Funds under this VET Funding Contract, the Training Provider must inform the Eligible Individual that the enrolment is under the Skills First Program and must explain to the Eligible Individual how their enrolment will impact their access to further government subsidised training under this VET Funding Contract and the Guidelines about Determining Student Eligibility and Supporting Evidence. |
| | <i>Skills First</i> Quality Charter | Principle 3 The Training Provider must: a) ensure each student is made aware of how undertaking training and assessment will impact their access to further government funded training. This includes ensuring that students are aware of the full effect of any dual enrolment on the student's lifetime Entitlement to Funded Training. |
| Victorian Skills Gateway | Schedule 1 of the Contract | 1.7 The Training Provider must register for, and maintain an up to date profile on, the Victorian Skills Gateway. |
| Marketing and Promotion | Schedule 1 of the Contract | 1.1 The Training Provider must: a) without limiting Clause 4.2 of this VET Funding Contract, market and promote the courses and qualifications within its Funded Scope in accordance with all applicable Laws, including the Australian Consumer Law; b) market and promote the courses and qualifications within its Funded Scope with integrity and accuracy; c) act in an honest, ethical and responsible manner when promoting the courses and qualifications within its Funded Scope to prospective students and recruiting students into those courses and qualifications; d) ensure that all prospective students are accurately informed about: I. the nature and requirements of the Training Provider's training; |

¹ Schedule 1 of the Contract refers to Schedule 1 of the 2018-18 Standard VET Funding Contract

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| | | <ul style="list-style-type: none"> II. the financial arrangements in respect of the Training Provider's training, including the cost to and other financial impacts on the prospective student; III. training hours and commitment; and IV. the assessment and expected outcomes of the training; <p>e) not engage in false or misleading advertising, promotion or recruitment practices, including by not making:</p> <ul style="list-style-type: none"> I. any false or misleading comparisons between the Training Provider or any of its training and any other education provider or their courses; II. any inaccurate claims of association of the Training Provider with any other education provider; or III. false or misleading representations regarding the quality or outcomes of the Training Provider's training (including employment and immigration outcomes); <p>f) not engage in any unconscionable conduct in marketing and promoting the courses and qualifications within its Funded Scope, including taking advantage of any prospective student's vulnerability (including due to their age, disability or illiteracy) to recruit them into a course or qualification;</p> <p>g) not market or promote as being delivered wholly online any qualification listed on the Online Delivery Restriction List or any other qualification delivered as an Apprenticeship; and</p> <p>h) without limiting Clause 4.3 of this VET Funding Contract, conduct all promotional and recruitment activities in accordance with the Quality Charter.</p> <p>1.2. In any promotional publication, report, signage or other material prepared by (or on behalf of) the Training Provider relating to the Training Services, the Training Provider must:</p> <p>c) ensure that such materials meet the requirements of the <i>Equal Opportunity Act 2010 (Vic)</i> and related Laws, including the provision of materials encouraging individuals with disabilities to access training subsidised through the <i>Skills First Program</i>;</p> <p>d) identify the Training Provider legal entity and/or trading name and TOID;</p> <p>f) without limiting Clause 1.1 of this Schedule 1, if the Training Provider is not authorised to deliver courses or qualifications on the Foundation Skills List pursuant to Clause 5.10 of this VET Funding Contract, ensure that it is made clear to prospective Eligible Individuals that any such delivery by the Training Provider is not eligible for subsidisation by the Victorian government.</p> |
| | <p><i>Skills First</i> Quality Charter</p> | <p>Principle 3</p> <p>The Training Provider must:</p> |

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| | | <p>a) provide information and support to and for each student, including:</p> <ol style="list-style-type: none"> I. how the Training Provider's training products, programs, pathways and delivery options will affect the individual's training outcome; <p>b) ensure the information provided is clear, accurate, full and relevant;</p> |
| Information about Fees | Schedule 1 of the Contract | <p>1.2. In any promotional publication, report, signage or other material prepared by (or on behalf of) the Training Provider relating to the Training Services, the Training Provider must:</p> <ol style="list-style-type: none"> a) acknowledge in a prominent way that the Training Services are provided to Eligible Individuals with Funds made available by the Victorian and Commonwealth Governments (for example, by stating that "This training is delivered with Victorian and Commonwealth Government funding"); <p>1.4 The Training Provider must publish in a prominent place on its website:</p> <ol style="list-style-type: none"> a) standard fees for training subsidised through the Skills First Program for each course/qualification it offers under this VET Funding Contract. This information must be kept up to date and include the following caveat: <i>'The student tuition fees as published are subject to change given individual circumstances at enrolment';</i> |
| | 2018 Guidelines about Fees | <p>1.1. The Training Provider must set and publish in a prominent place on its website the standard tuition fee payable for each enrolment in a course and all other fees associated with government funded training including but not limited to those specified in Section 4 of these Guidelines.</p> <p>4.1. The Training Provider must publish on its website all other fees associated with government subsidised training including but not limited to any student services and amenities fees, fees for goods, services or materials and administration fees.</p> <p>5.1 The Training Provider must supply each individual with a clear refund policy prior to enrolment that is fair, reasonable and covers scenarios relating to withdrawal by the student, course cancellation, closure of the Training Provider and any other reasonable matter and that meets the standards of the Training Provider's relevant regulator.</p> |
| | <i>Skills First</i> Quality Charter | <p>Principle 3</p> <p>The Training Provider must:</p> <ol style="list-style-type: none"> c) provide information and support to and for each student, including: |

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| | | <p>II. all fees, costs and requirements of undertaking the program, including in accordance with the Statement of Fees;</p> |
| <p>Information about Subcontracting Arrangements</p> | <p>Schedule 1 of the Contract</p> | <p>1.2. In any promotional publication, report, signage or other material prepared by (or on behalf of) the Training Provider relating to the Training Services, the Training Provider must:</p> <p>e) if the Training Provider enters into a subcontract arrangement in respect of any training or assessment, refer on its website and corporate materials to the identity of the subcontracted party, and the respective roles in the provision of training and assessment, in relation to any Training Services to which a subcontract arrangement applies;</p> |
| | <p><i>Skills First</i> Quality Charter</p> | <p>Principle 3</p> <p>The Training Provider must:</p> <p>f) ensure that each student who receives training and assessment under a subcontract arrangement is aware that they are enrolled with the Training Provider, not the subcontracted party</p> |
| <p>Website</p> | <p>Schedule 1 of the Contract</p> | <p>1.3 The Training Provider must publish a summary of its latest registration audit information in a prominent position on its website. The minimum registration audit information to be published by the Training Provider is as follows:</p> <p>a) audit date;</p> <p>b) qualifications audited (list all qualifications audited on the above audit date); and</p> <p>c) audit outcomes as follows:</p> <p>I. audit non-compliance identified: Yes / No;</p> <p>II. a summary of significant and/or critical non-compliances and actions taken to rectify; and</p> <p>III. non-compliances rectified: Yes / No / Not Applicable.</p> <p>1.4 The Training Provider must publish in a prominent place on its website:</p> <p>c) a list of all providers of Brokering Services used by the Training Provider; and</p> <p>d) the Training Provider's online service standards as prescribed by the Department from time to time.</p> <p>1.6 The Training Provider must publish on its website its complaints and appeals process.</p> |

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| | <p><i>Skills First</i> Quality Charter</p> | <p>Principle 3</p> <p>The Training Provider must:</p> <p>e) publish in a prominent place on its website:</p> <ol style="list-style-type: none"> I. standard fees and any other fees; II. a list of any brokers used; III. its online service standards. |
| <p>Statement of Fees</p> | <p>2018 Guidelines about Fees</p> | <p>1.1. The Training Provider must set and publish in a prominent place on its website the standard tuition fee payable for each enrolment in a course and all other fees associated with government funded training including but not limited to those specified in Section 4 of these Guidelines.</p> <p>1.2. Prior to the commencement of training, the Training Provider must supply each Eligible Individual with a Statement of Fees. The Statement of Fees must provide Eligible Individuals with a quote for the total cost to them, for their course of study/enrolment, taking into account their current circumstances (including any eligibility for concession).</p> <p>1.3. The Statement of Fees must include, at a minimum:</p> <ol style="list-style-type: none"> a) the code, title and currency of the training product in which the Eligible Individual is to be enrolled, as published on the National Register; b) the training and assessment, and related educational and support services the Training Provider will provide to the Eligible Individual including the: <ol style="list-style-type: none"> I. estimated duration; II. expected locations at which training and assessment will occur; III. expected modes of delivery; IV. name and contact details of any approved third party that will provide training and/or assessment, and related educational and support services to the Eligible Individual on the Training Provider's behalf; and V. any work placement or practical placement arrangements. c) the hourly tuition fees relevant to the Eligible Individual enrolment taking account of any applicable concessions or waiver/exemptions; d) the approximate value of the government contribution expressed in dollars; and |

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| | | <p>e) any other applicable fees, such as student services, amenities, goods or materials.</p> <p>1.4. The Training Provider may provide the required Statement of Fees electronically, provided that:</p> <ul style="list-style-type: none"> a) each Eligible Individual can clearly determine the fees relevant to their specific enrolment (e.g. full fee, Entitlement to Funded Training, concession, etc); b) the information is easy to find and easy for each Eligible Individual to understand as it relates to their enrolment; c) Eligible Individuals are able to record (e.g. print or e-mail to themselves) a document confirming their details and relevant fees for future reference; d) a document (electronic or otherwise) is created confirming that a Statement of Fees was generated for each Eligible Individual and providing the content of the Statement, and in such a format that could be audited; and e) the electronic documentation contains all the information described in Clause 1.3. <p>4.2. If the Training Provider imposes any other fees, including but not limited to those outlined in Clause 4.1, the Training Provider must supply the individual with itemised details of the fees prior to enrolment as part of a Statement of Fees.</p> |
| <p>Training Plan</p> | <p>Schedule 1 of the Contract</p> | <p>7.1 The Training Provider must document information on training and assessment and provide it to an Eligible Individual in a Training Plan, which must be:</p> <ul style="list-style-type: none"> a) for Eligible Individuals who are not Apprentices or Trainees, documented either as a group of Eligible Individuals or a single Eligible Individual; or b) for Apprentices and Trainees, documented for a single Eligible Individual. <p>7.2 The information documented in a Training Plan must include the:</p> <ul style="list-style-type: none"> a) name and contact details of the Training Provider (and employer, for Apprentices and Trainees); b) title and code of qualification; c) the Program Unique Supervised Hours for the qualification; d) the Program Supervised Teaching Activity Completion Date for the qualification; e) title and code for each unit of competency to be obtained; f) scheduled hours for each unit of competency to be obtained; |

- g) timeframe for achieving units of competency including the start date and end date of each unit of competency (and actual dates for where training has already occurred, for Apprentices and Trainees);
- h) delivery modes to be used for each unit of competency;
- i) assessment details and arrangements;
- j) persons responsible for the delivery and/or assessment of each competency; and
- k) record of RPL and credit transfer hours granted, as relevant.

7.3 The information must be consistent with the qualifications or units of competency to be attained and must be customised (as required) for the needs of the Eligible Individual or group of Eligible Individuals, including the needs identified in the Pre-Training Review.

7.5 The information on training and assessment must be agreed and endorsed by the Training Provider and the Eligible Individual or group of Eligible Individuals via signature. A copy of the endorsed (hardcopy or electronic) information must be provided to each Eligible Individual. This information ensures that both the Training Provider and the group of Eligible Individuals or the Eligible Individual are making informed decisions about the Training Services required and the respective obligations in the delivery of these Training Services.

7.6 Training Plans may be developed and signed prior to training commencement but no later than four weeks after training commencement.

7.7 The Training Provider must update the Training Plan according to any changes mutually agreed throughout the Training Services.

7.9 The following additional information must also be documented in a Training Plan for an Apprentice or Trainee:

- a) detailed training activities and responsibilities for training to be undertaken as part of any workplace based training arrangements;
- b) details (when, how and how much) of the time allocated outside routine work duties for Structured Training;
- c) signature (including date of signature) of the Training Provider representative, employer and Apprentice/Trainee (and, in the case of school-based Apprentices/Trainees, the signature of the school's representative); and

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| | | <p>d) any other specific requirements to be met in accordance with the Training Contract or the Approved Training Scheme.</p> <p>7.10 Employers are required to arrange for their Apprentices/Trainees to be enrolled with a registered training organisation and for a Training Plan to be signed within three months of the date of commencement of the Apprentice/Trainee's Training Contract (or within two months for school-based arrangements in accordance with the Approved Training Scheme). The Training Provider's enrolment timelines should not impede the employer's ability to comply with this requirement.</p> |
| Practical Placement | Schedule 1 of the Contract | <p>10.1 The Training Provider must conduct practical placements in accordance with the <i>Amended Guidelines for Registered Training Organisations and Employers in relation to students of technical and further education undertaking Practical Placement</i> or its successor available at: http://www.education.vic.gov.au/training/providers/rto/Pages/workplacelearn.aspx.</p> <p>10.2 The Training Provider must have a written practical placement agreement executed by the Training Provider, the organisation hosting the practical placement and the Eligible Individual prior to an Eligible Individual commencing the relevant practical placement.</p> <p>10.3 The practical placement agreement must include the following information at a minimum:</p> <ul style="list-style-type: none"> a) the rights, obligations and duties of the employer, the Training Provider and the Eligible Individual; b) the course of study with the Training Provider and the relevant skills required as part of that course to be developed, reinforced and/or assessed during the practical placement, for each Eligible Individual; c) the location and address of the practical placement for each Eligible Individual; and d) the start and finish dates, the total length of the practical placement expressed as hours, and the maximum hours per week. |