



PROMOTING HOLISTIC TRAINING

# Smart and Skilled Consumer Protection Policy

**Reference:**  
**Smart and Skilled 2019-20**

## VERSION HISTORY

<b>Policy Owner:</b>	Director	Jai Seelam
<b>Document Management:</b>	Administration and Compliance Manager	
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## Smart and Skilled: Consumer Protection Policy

### Policy

**Nurse Training Australia** is aware of its obligations to provide consumer protection for all students as designated in the Competition and Consumer Act 2010, the NSW Fair Trading Act 1987, the NVR Standards for RTOs 2015 and the Smart and Skilled Consumer Protection Policy. To ensure our customers are fully protected and are aware of their rights and of avenues of complaint we have developed a Customer Protection Strategy as listed below.

**Nurse Training Australia** is committed to ethical marketing practices; we will not undertake marketing that is misleading, deceptive or of unconscionable conduct and will take extra care when marketing to vulnerable consumers who may be less able to understand what they are signing up for.

We understand that Australian Consumer Law(ACL) applies to the following services to all education and training services, including:

- advertising, marketing and promotion
- soliciting and taking enrolments
- training delivery
- student assessment
- handling of complaints by training providers
- requests to cancel a student's enrolment.

The ACL also applies when these services are provided by Subcontractors and Brokers (referred to as Third Parties) on our behalf

### Customer Protection Strategy

#### **The following procedures form Nurse Training Australia's Customer Protection Strategy**

- A Quality Assurance Statement will be published that ensures training and assessment services will meet the legislative requirements of a Registered Training Organisation, be fit for purpose and delivered in the advertised timeframe.
- All information provided about training products and services will be accurate and factual.
- We will not offer any incentives of any kind to encourage enrolment in a training product.
- Information about any Subcontracting and/or Brokering arrangements with regard to recruitment and training and assessment will be provided.
- We will monitor any marketing made on our behalf by Third Parties in accordance with our Third Party Policy
- We will not make any guarantees to the effect that learners will successfully complete their training program, obtain employment on completion or that a training product will be delivered in a manner that does not meet the Standards for RTO's 2015.
- We will inform learners before they enrol of any entry requirements. These will be published in our course brochures/information and on our website and may include English language proficiency or meeting particular licensing requirements.
- We will establish that learners meet entry requirements before they can be enrolled and we will not knowingly enrol a person who is unlikely to successfully complete the training

program. Circumstances that may limit a person's ability to complete training include, but are not limited to, disabilities, chronic illness, LLN or English as a Second Language (ESL) issues, lack of internet connection when online access is required to complete training or the inability to meet any licensing requirements.

- We will not enrol anyone in a course without seeking and receiving their informed and explicit consent.
- Marketing by email will meet the legal obligations of the Spam Act 2003, namely:
  - it is only directed to previous learners or people who have given express consent or where inferred consent can be established,
  - it clearly and accurately identifies the sender of the message and provides information on how they can be contacted,
  - there is an unsubscribe option.
- All unsolicited marketing such as telemarketing or direct marketing at a location other than our premises (including door to door sales), will meet the requirements of the Australian Consumer Law including the requirement for cooling off periods as follows:
  - We will provide a 10 business day cooling-off period (which begins the first day after the contract is received and signed by the student) during which the contract can be cancelled without payment or penalty.
  - We will only market during the following hours
    - Telemarketing: Weekdays: 9am - 8pm, Saturdays: 9am – 5pm
    - Visits: Weekdays: 9am - 6pm, Saturdays: 9am – 5pm.
  - All salespeople will present identification and give the consumer a truthful explanation of their rights.
  - All salespeople will leave the premises or cease contact if asked to do so by the consumer or if a 'Do Not Knock` sign is displayed
  - We will provide the consumer with a copy of the complete agreement, at the time of any face-to-face sale, or within five days following a telephone sale.
- Learners will be informed of any limited entitlement schemes that may impact them by enrolling in a training product. This includes where learners can only access one course in a limited time frame and where they may be excluded from funding for other training.
- Learners will be provided with the following information prior to enrolment :
  - The Complaints and Appeals Process
  - The Fee, Charges and Refund policy
  - Fee Protection
  - Their Rights and Responsibilities.
  - Arrangements if training and assessment services in which they are enrolled can no longer be provided.
- We will advise learners as soon as practicable of any changes to agreed services, including in relation to any changes to relevant legislation, existing subcontracting or brokering arrangements, new subcontracting or brokering arrangements or a change in ownership.

- Any allegations made in relation to the conduct of a Third Party and its trainers assessors and/or other staff will be investigated and dealt with according to the Complaints and Appeals Policy.
- Any complaint will be treated as an opportunity to review and improve our service and will be included as part of our Continuous Improvement Process.
- Written consent will be obtained from anyone whose photograph, testimonial, logo or work is used in any form of marketing or promotion.
- All personal information will be recorded and stored in line with the National Privacy Principles.

### **Smart and Skilled**

For students undertaking training and assessment under the Smart and Skilled the following procedures are additional to the points above:

- The **CEO** will be the designated Customer Protection Officer. Their role will be to handle all complaints and grievances and to ensure compliance with Consumer Protection legislative and Funding Body contractual compliance.
- The contact details of the Customer Protection Officer will be made available to all clients on the website and in pre-enrolment information.
- Details of, or links to, the Smart and Skilled website and 1300 77 2104 contact number will be made available on all public information including the website, brochures/information downloaded from then the website or printed, enrolment forms and student induction material.
- A link to the Smart and Skilled Consumer Protection Strategy will be included in Student Information available on our website.
- Every attempt will be made to resolve any student complaints using the Complaints and Appeals Policy.
- If after following the Complaints and Appeals Process, a student feels matters are unresolved to their satisfaction and wish to inform a third party, they will be provided with contact details for [NSW Department of Education and Communities Consumer Protection Unit for Students](#).
- We will not offer inducements of any kind, either directly or through marketing agents, to encourage student enrolment.
- Students will sign to confirm they have received Consumer Protection Information. This will be included in the Declaration made by students when completing the Proof of Eligibility Checklist on enrolment.

## **Consumer Protection Policy**

### **Australian Consumer Law**

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

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

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

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

**NTA Consumer Protection Officer**

**Jaikiran Seelam**

E: [jai@nursetrainingaustralia.com.au](mailto:jai@nursetrainingaustralia.com.au) M: 0413173504

## Guarantee

As a course services provider, 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.

NTA 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.

NTA does not provide any guarantee that:

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

## Testimonials and other References

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

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

Students are able to 'opt out' of this release if they wish, with all 'opt-outs' recorded in the: VETTRAK.

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

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

**Head Office-Suite 106-108, 3 Railway Parade, Burwood, NSW-2134.**

## Consumer Protection Strategy

### NTA Obligations

NTA 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.

### **Clients Rights and Obligations**

NTA 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 NTA's consumer protection complaints process.

Clients' obligations include:

- Providing accurate information to NTA; and
- Behaving in a responsible and ethical manner.

### **NSW Smart & Skilled**

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

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

Phone: 1300 77 21 04

### **Publicly Available**

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

### **Unsolicited Consumer Agreements**

NTA 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 NTA premises.

NTA 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.

### **Permitted Contact Hours**

NTA representatives maintain compliance with the permitted hours for telemarketing, regulated under the *Do Not Call Register Act 2006* and associated telemarketing standards. NTA representatives do not undertake telephone or fax marketing to clients:

- On a Sunday or a public holiday;
- Before 9am or after 8pm on a weekday; or
- Before 9am or after 5pm on a Saturday.

### **Cooling Off Period**

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

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

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

### **Compulsory Text**

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

*"Important Notice to the Consumer.*

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

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

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

### **Provision of the Written Agreement**

When a NTA 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 NTA 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 NTA 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.

### **Statement of Fees**

NTA's *Statement of Fees* is transparent – expressed in plain language, legible and clear - and clearly states:

- The client's cooling-off and termination rights;
- The full terms of the agreement;
- The total fees payable, including fees for all additional items;
- NTA's
  - Business address (not a post box number);
  - Australian Business Number (ABN) or Australian Company Number (ACN); and
  - Fax number and email address.

### **Government Loan, Funding, Subsidy or other Support**

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

- Any costs associated (including interest or similar costs);
- Any debt that will be incurred; and

- Any loss of entitlement from the student undertaking a course at NTA.

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

## Consumer Protection Complaints

If an individual feels that NTA 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 NTA representative in the first instance, before making a complaint.

The complaints handling process is as follows:

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

### NTA Consumer Protection Officer

**Jaikiran Seelam**

**E: [jai@nursetrainingaustralia.com.au](mailto:jai@nursetrainingaustralia.com.au) M: 0413173504**

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

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

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

Australian Skills Quality Authority

[www.asqa.gov.au](http://www.asqa.gov.au)

Phone: 1300 701 801



## **Promotional Methods**

NTA internal and third party representatives maintain compliance with a range of regulatory requirements when undertaking promotional activities.

### **Do Not Call Register**

NTA representatives who make unsolicited contact with potential students in order to sell them course services comply with the *Do Not Call Register Act 2006* and associated telemarketing standards.

### **Third Party Representatives**

NTA ensures that any third party agreements that include the making of telemarketing calls and marketing faxes require compliance with the Act.

## **Telemarketing and Research Calls Industry Standard**

The Telemarketing and Research Calls Industry Standard applies to all voice calls made to Australian numbers that:

- Offer, advertise or promote goods, services, land, interests in land, business opportunities or investment opportunities;
- Advertise or promote suppliers or prospective suppliers of such things;
- Solicit donations; and
- Conduct opinion polling or standard survey-based research.

The industry standard establishes minimum requirements for those making telemarketing and research calls.

### ***Permitted Contact Hours***

NTA 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.

Except in cases where consent has been given by the call recipient in advance to receive the call during the prohibited calling hours.

### ***Provision of Information***

NTA representatives making telemarketing calls, at the start of the call, provide their contact information, the name of the person or business that caused the call to be made and explain the purpose of the call.

On request, NTA representatives also provide:

- The source of the telephone number; and
- The name and contact details at NTA for dealing with consumer enquiries and complaints.

### ***Providing for the termination of calls***

NTA representatives will immediately terminate the call in a range of circumstances, including where the call recipient asks for the call to be terminated or otherwise indicates that he or she does not want the call to continue.

### ***Requiring callers to enable calling line identification***

NTA ensures that calling line identification is enabled at the time that the caller makes or attempts to make a call.

### Provision of Information During Calls

NTA provides individuals with certain information when calls are conducted. Exactly when the provision of information is needed differs, depending on whether it is a research call or other telemarketing call.

Telemarketing Calls	
Information that must be provided as soon as the call starts:	<ul style="list-style-type: none"> <li>• The given name of the person calling;</li> <li>• The purpose of the call; and</li> <li>• If the telemarketing company is calling on behalf of another business, the name of that business.</li> </ul>
Information that must be provided on request if applicable, but does not need to be provided if the consumer doesn't ask for it:	<ul style="list-style-type: none"> <li>• The full name or staff ID of the person calling;</li> <li>• If the person is making the call as an employee of a company or business, the name and contact details of the person's employer;</li> <li>• If the person is not making the call as an employee of a company or business, their own full name or business name and contact details (details of a telephone number used principally for residential purposes are not required where the caller makes the calls from their residential address);</li> <li>• If the telemarketing company or business is calling on behalf of another business, the contact details of that business;</li> <li>• The name and contact details of the person responsible for dealing with inquiries and complaints about (as applicable):</li> <li>• The person making the call;</li> <li>• The telemarketing company or business they are calling from; and</li> <li>• The business on behalf of which the telemarketing company or business is calling.</li> </ul>
Information that must be provided within a reasonable time frame (not exceeding 7 days) if the consumer asks for it:	<ul style="list-style-type: none"> <li>• Where the person calling obtained the telephone number, or that it was from a private individual;</li> <li>• The name of the person the call was intended for (if applicable); and</li> <li>• The name and contact details of any organisation that provided the information to the person calling (if applicable).</li> </ul>
Research Calls	
Information that must be provided as soon as the call starts:	<ul style="list-style-type: none"> <li>• The given name of the person calling; and</li> <li>• The purpose of the call.</li> </ul>
Information that must be provided on request or, if the consumer doesn't request it, before the end of the call:	<ul style="list-style-type: none"> <li>• If the research company is calling on behalf of another business, the name of that business.</li> </ul>
Information that must be provided on request if applicable, but does not need to be provided if the	<ul style="list-style-type: none"> <li>• The full name or staff ID of the person calling;</li> <li>• If the person is making the call as an employee of a company or business, the name and contact details of the person's employer;</li> <li>• If the person is not making the call as an employee of a company or business, their own full name or business name and contact details (details of a telephone</li> </ul>

consumer doesn't ask for it:	<p>number used principally for residential purposes are not required where the caller makes the calls from their residential address);</p> <ul style="list-style-type: none"> <li>• If the research company or business is calling on behalf of another business, the contact details of that business;</li> <li>• The name and contact details of the person responsible for dealing with inquiries and complaints about (as applicable):</li> <li>• The person making the call;</li> <li>• The research company or business they are calling from; and</li> <li>• The business on behalf of which the research company or business is calling.</li> </ul>
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Research Calls	
Information that must be provided within a reasonable time frame (not exceeding 7 days) if the consumer asks for it:	<ul style="list-style-type: none"> <li>• Where the person calling obtained the telephone number, or that it was from a private individual;</li> <li>• The name of the person the call was intended for (if applicable); and</li> <li>• The name and contact details of any organisation that provided the information to the person calling (if applicable).</li> </ul>

## Fax Marketing Industry Standard

The *Fax Marketing Industry Standard 2011* sets rules about when and how fax marketing can occur. Specifically, it includes requirements for:

- When marketing faxes cannot be sent;
- Information that must be provided on a marketing fax;
- Providing an opt-out functionality; and
- Limiting the number of marketing faxes that can be sent to a number over a particular period.

The standard applies where fax marketing includes:

- Offer, advertise or promote goods or services, land or an interest in land, or a business or investment opportunity, or to promote a supplier or potential supplier of such goods or services;
- Solicit donations;
- Conduct opinion polling; or
- Carry out standard survey-based research.

### *Prohibited times for the sending of faxes*

NTA does not send a marketing fax, or cause a marketing fax to be sent on:

- A weekday before 9.00 am or after 8.00 pm;
- A Saturday before 9.00 am or after 5.00 pm; or
- A Sunday or national public holiday.

The times set out above refer to the time of day at the fax recipient's usual residential address.

### *Information that must be provided on a marketing fax*

A NTA marketing fax includes the following information:

- NTA name and Australian Business Number (ABN) of the relevant NTA RTO entity;
- Contact details;
- The destination number that the fax is intended to be sent to; and
- The details of how the recipient can send an opt-out message including:
  - A statement to the effect that the fax recipient may opt out of receiving any future faxes from NTA by conveying an opt-out message to an opt-out address and
  - An opt-out address to which fax recipients can communicate an opt-out message.

The information required must be:

- Displayed in a clear and conspicuous manner;
- Included on the first page of the fax at a minimum; and

- Displayed using a minimum size 10 font.

#### *Opt-out facility*

A person can send to, leave at, or otherwise communicate an opt-out message to the opt-out address. NTA has in place processes to ensure that:

- The opt-out address provided in the fax is capable of receiving opt-out messages at all times; and
- It removes the fax recipients numbers from any list of Australian numbers used as soon as possible, and no later than seven days, after receiving an opt-out message.

#### *Limit on number of faxes to be sent to a recipient in a period*

NTA representatives make reasonable efforts to ensure that no more than ten (10) faxes that are authorised to be sent by the same fax advertiser is sent to a particular Australian number in any single 24 hour period.

## **Managing Call Lists**

NTA submits calling lists to the register for washing through the Telemarketer Access Portal:

<https://www.donotcall.gov.au/dncrtelem/index.cfm>

Washed lists identify which numbers are:

- Registered, and therefore should not be called; and
- Not registered, and therefore may be called.

NTA relies on the validity of washing results for thirty (30) days from the date the register returns the washed list. Calling lists are kept in a valid 'washed' state by monitoring when the 30 day validity period of each list is about to lapse, and making sure that any numbers intended to be called after the end of the validity period are re-washed before the validity period ends.

NTA has clearly documented steps taken to ensure that numbers identified as being on the register are not called unlawfully, and that numbers identified as not being on the register are not called outside the 30 day validity period. Work instructions include:

- The process for preparing and washing lists;
- The timeframes within which key steps are to occur; and
- The process for rewashing unused numbers before the 30 day period expires.

The NTA National Sales Manager is responsible for the ongoing monitoring and maintenance of work instructions with all NTA representatives.

## **Campaign Records**

NTA representatives maintain the following records for at least twelve (12) months:

#### *Call Lists*

- Washing receipts provided by the register operator for each washed list (among other things, the receipts include a unique transaction ID, time and date stamps, and a summary of the quantity of numbers submitted and returned); and
- Copies of all files submitted for washing (in the format in which they were submitted) and all files as returned by the register operator.

#### *Call Records*

For each telemarketing call made or attempted, NTA representatives record:

- The telephone number called;
- The date and time of the call;
- The length of the call;
- The outcome of the call (for example, answered or unanswered);
- The client, campaign or service (as appropriate) for which the call was made.

These records are maintained for all calls and attempted calls (that is, not just calls that give rise to an outcome, or the final attempt to a number before it is abandoned).

#### *Campaign Records*

For each campaign, NTA representatives record:

- Details of the services marketed by telemarketing calls (for example, call scripts, brochures, information sheets)
- The names, addresses, contact details and roles of all parties who were involved in making the calls or causing them to be made;
- The carriage service providers who provided the outbound telephone service through which the calls were made
- If another person such as a contracted call centre or reseller made telemarketing calls under a telemarketing agreement, copies of all contracts and agreements relating to the making of telemarketing calls.

Records are stored at:

**Head Office: Suite 106-108, 3 Railway Parade, Burwood, NSW-2134.**

## **Electronic Marketing**

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

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

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

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

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

### *Messages sent without consent*

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

### *Identification*

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

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

NTA ensures that this information remains correct and valid for at least 30 days after the message is sent.

## **Prospective Client Expressions of Interest & Registrations**

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

### Evidence

The following will be retained as evidence of compliance with Standard 5, Clause 5.1-5.4

- Minutes of Management and Marketing Review Meetings
- Catalogues of advertising and marketing material including any material created by a Subcontractor or Broker.

- Copies of enrolment forms which indicate if a learner referenced in advertising or marketing material has given their permission.
- Copies of emails which indicate if an organisation, industry representative or other stakeholder referenced in advertising or marketing material has given their permission.
- Copies of Completed Checklists.
- Copies of Third Party Agreements and completed Third Party Monitoring Schedule and Checklist.

#### Related Policies/Documents

- Complaints and Appeals Policy
- S&S Third Party (Subcontracting and Brokering) Policy
- S&S Student Information (Including Complaints and Appeals Policy and Students' Rights and Responsibilities)

## References

[Competition and Consumer Act 2010 \(as explained by ACCC\)](#)

[NSW Fair Trading Act 1987](#)

[NVR Standards for RTO's 2015](#)

[Smart and Skilled Consumer Protection Policy](#)

[Smart and Skilled Operating Guidelines 2019/Section 3](#)

[Australian Privacy Principles](#)

[Unsolicited Consumer Agreements ACC](#)

[Marketing by Email ACMA](#)

[The Australian Consumer Law](#)

[The Australian Consumer Law: Unsolicited Marketing](#)

[Study Assist](#)

[NSW Department of Fair Trading Fact Sheet: Training Providers and Marketers](#)

[VET FEE HELP Factsheet for 2016](#)

[Higher Education Support Act 2003 - Fee-Help Guidelines](#)

[VET Guidelines 2015](#)