



# Policies and Procedures (RTO and CRICOS)

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# Introduction

This set of Policies and Associated Procedures will ensure Riverdale meets its compliance obligations as required by:

- National Vocational Education and Training Regulator Act 2011
- VET Quality Framework including:
  - Standards for Registered Training Organisations 2015
  - Fit and Proper Person Requirements 2011
  - Financial Viability Risk Assessment Requirements 2011
  - Data Provision Requirements 2012
  - Australian Qualifications Framework
- Education Services for Overseas Students Act 2000
- National Code of Practice for Providers of Education and Training Services to Overseas Students Act 2018.

It has been ordered according to the key phases of the student journey:



Regulatory compliance and governance is also addressed.

## Definitions

The following definitions apply to this set of policies and procedures:

- *AQF*: Australian Qualifications Framework as at: [www.aqf.edu.au](http://www.aqf.edu.au)
- *ASQA*: Australian Skills Quality Authority
- *Course*: refers to unit, qualification, skill set or group of units being packaged as a course
- *Compassionate or compelling circumstances* may include but are not limited to:
  - serious illness or injury
  - bereavement
  - major political upheaval or natural disaster in the home country requiring emergency travel and this has impacted on the student's studies
  - a traumatic experience which has impacted on the student.
- *Credit transfer*: credit provided to students for units of competency (unless licensing or regulatory requirements prevent this) where these are evidenced by AQF certification documentation issued by another education provider or AQF authorised issuing organisation or authenticated VET transcripts issued by the Registrar.
- *Critical incident*: includes but not limited to:
  - missing students

- severe verbal or psychological aggression ○ death, serious injury or any threat of these ○ natural disaster ○ issues such as domestic violence, sexual assault, drug or alcohol abuse.
- *DHA*: Department of Home Affairs.
- *Cheating*: seeking to obtain an unfair advantage in the assessment of any piece of work.
- *Collusion*: unauthorised collaboration between students.
- *Deferral*: to postpone commencement of studies.
- *DET*: Department of Education and Training.
- *ESOS Act*: the Education Services for Overseas Act 2000: <https://www.legislation.gov.au/Details/C2017C00292>
- *National Code 2018*: National Code of Practice for Providers of Education and Training to Overseas Students 2018: <https://www.legislation.gov.au/Details/F2017L01182>
- *Marketing*: this covers all marketing communication methods.
- *Plagiarism*: to take and use the ideas and/or expressions and/or wording of another person or organisation and passing them off as one's own by failing to give appropriate acknowledgement. This includes material from any source such as staff, students, texts, resources and the internet, whether published or unpublished.
- *PRISMS*: Provider Registration and International Students Management System.
- *SRTOs 2015*: Standards for RTOs 2015: <https://www.legislation.gov.au/Details/C2018C00210>
- *Recognition of Prior Learning (RPL)*: an assessment process that assess the competency of an individual that may have been acquired through formal, non-formal and informal learning to determine the extent to which the applicant meets the requirements specified in the training product.
- *SMS*: Student Management System.
- *Suspension*: to temporarily postpone studies.
- *Third party*: any party that provides services on behalf of the RTO. A third party arrangement does not include a contract of employment between an RTO and its employee.

## Responsibilities

It is the responsibility of the CEO supported by the management team to ensure that the policies and associated procedures are adhered to. All staff are expected to access and follow policies and associated procedures when completing work tasks.

Each policy and associated procedures include specific responsibilities.

## Organisation chart

Please refer to Riverdale's Business Plan, which outlines key roles, duties and reporting lines.

## Marketing and Recruitment

Policies and associated procedures in this section:

- Marketing Policy and Associated Procedures
- Education Agent Policy and Associated Procedures.

Supporting resources and checklists (not included in this document) that are associated with this phase of the student journey: • Marketing Checklist

- Marketing Consent Form
- International Student Handbook
- Education Agent Application Form
- Education Agent Agreement
- Education Agent Monitoring Form.

The documents above can be found in the Marketing and Recruitment Supporting Documents folder.

# Marketing Policy and Associated Procedures

## *Purpose of the policy*

This policy and associated procedures have been developed to guide the RTO when undertaking marketing and advertising activities. This is to ensure that learners are provided with accurate, transparent and accessible information before enrolling in a course.

This policy and associated procedures meet the requirements of Standards 4 and 5 of the Standards for RTOs 2015, as well as the National Code of Practice for Providers of Education and Training to Overseas Students 2018, Standards 1, 2 and 8.

Marketing by education agents is addressed in the Education Agent Policy and Associated Procedures.

## Policy statements

### *Marketing information*

Information about training, assessment and support services provided by the RTO or any third parties contracted by the RTO enables learners to make informed decisions about enrolling into a course with the RTO and that is relevant to their needs and takes into account their existing skills and competencies.

This information is provided prior to commencement and is accessible in both electronic and print form.

Information provided by RTO to prospective and current students:

- Provides accurate, factual details ensuring full transparency regarding services offered.
- Is sufficient to allow students to make an informed choice.
- Distinguishes between nationally recognised training and any non-accredited training offered.
- Includes all of the information required under the relevant standards of the Standards for RTOs 2015 and National Code 2018 as follows:
  - Legal entity and/or trading name and RTO Code, CRICOS Registered Name, Registration Number and CRICOS course code/s.
  - The code, title and currency of the Training Product or accredited course (as published on the National Register). A non-current training product will only be advertised or marketed while it remains on RTO scope of registration. Any other outcomes of the course will also be provided (for example, option to apply for a licence).
  - Includes information about any third parties who are recruiting students on behalf of RTO, and their names and contact details.
  - Outlines where RTO is delivering training and assessment on behalf of another Registered Training Organisation or where training and assessment is being delivered on behalf of a third party and includes names and contact details of such.
  - Outlines any work-based training and associated arrangements a student is required to undertake as part of the course.
  - Outlines entry requirements (including English language proficiency, educational qualifications or work experience) for entry to the course. ○ Provides information on course credit (credit transfer and RPL).

- Includes information on the duration (including holiday breaks), location and mode/s of delivery.
- Includes information on facilities, equipment and learning resources available to students.
- Includes information on materials and equipment that the student is expected to provide as part of their course.
- Includes details about VET Student Loans if applicable, as well as subsidies available through government funding or any other financial support arrangements.
- Includes links to information on the ESOS framework.
- Outlines any other information relevant to the registered provider, its courses or outcomes associated with those courses.
- Includes relevant cost information including all tuition and non-tuition fees, payment terms and conditions and the potential for fees to change over the duration of a course. Information is also included as relevant on any debts that may be occurred such as under the VET Student Loans scheme, 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 as relevant) and refunds information.
- Outlines the grounds on which a student's enrolment may be deferred, suspended or cancelled.

The Nationally Recognised Training logo is used in accordance with its Conditions of Use outlined in Schedule 4 of the SRTOs 2015.

RTO only advertises or markets that a training product it delivers will enable learners to obtain a licensed or regulated outcome where this has been confirmed by the industry regulator in the jurisdiction in which it is being advertised.

A Marketing Consent form is used to seek consent from any individual or organisation that is referred to in RTO marketing, promotions and advertising material.

RTO or any associated third party will not:

- guarantee that a student will successfully complete a course and will be issued with a qualification or statement of attainment
- state that a course can be completed such that it will not meet the requirements of Clauses 1.1 and 1.2
- guarantee a successful education assessment outcome
- guarantee any employment outcome arising from the completion of the training product.
- claim to secure any migration outcomes based on completing a course with RTO
- claim that a student will be eligible for any license or accreditation unless the license outcome is guaranteed by the issuer of the license or accreditation
- give any other false or misleading information or advice in relation to itself, its course or outcomes associated with the course
- knowingly recruit or seek to enrol an international student before they have completed six months of their principal course of study.

Students will be provided with information on the ESOS Framework and links to official Australian Government material in the International Student Handbook.

RTO will publish a list of education agents on its website, including names and contact details.

All Course Brochures are developed according to information from RTO training and assessment strategies. Marketing information will not in any way advise that the training can be completed in any other way than as described in each training and assessment strategy.

The obligations of RTO, including that RTO is responsible for the quality of training and assessment in accordance with the SRTOs 2015 and for the issuance of AQF certification documentation are fully described in the Student Handbook. The Handbook also includes information about accommodation and indicative costs of living in Australia.

RTO will abide by all marketing, promotion and advertising requirements under the Australian Consumer Law.

# Procedures

## 1 Develop marketing material

- 1.1 Access this policy when planning marketing materials.
- 1.2 Access the course information from the Training and Assessment Strategy (TAS).
- 1.3 Develop the marketing materials using the relevant template.
- 1.4 Review materials developed with the Marketing Checklist, TAS and approved course fees.
- 1.5 Provide the materials for approval.
- 1.6 Upon approval, publish the information (print or website) and file approvals.

## 2 Review marketing material

- 2.1 Follow the above procedure where there are changes to a course.
- 2.2 Have materials reapproved by the relevant person using the Marketing Checklist.

## 3 Review website

- 3.1 Upload education agent details to website once agreements are signed.
- 3.2 Complete a check of the website at least every 3 months, or upon a change, for accuracy and completeness according to this policy.
- 3.3 Make changes accordingly.

## 4 Develop marketing plan

- 4.1 Develop a marketing plan for marketing communications based on business objectives.
- 4.2 Implement and monitor the marketing plan.
- 4.3 Adjust the marketing plan based on effectiveness of marketing strategies or otherwise.

## 5 Seek marketing consent

- 5.1 Seek consent to use details, images and logos for marketing communications using the Marketing Consent Form by providing the form to students and/or affiliates as per requirements of the collateral.
- 5.2 File completed marketing consent forms and maintain consent on an internal register.

### ***Responsibilities***

The CEO or delegate is responsible for developing the marketing plan and for approval of marketing materials.

The Compliance and Operations Manager is responsible for developing and reviewing marketing materials and implementing and monitoring marketing strategies as per the marketing plan.

# Education Agent Policy and Associated Procedures

## ***Purpose of the policy***

This policy and associated procedures has been developed to ensure that RTO has processes in place to ensure that education agents act honestly and in the best interests of overseas students, as well as uphold the reputation of Australia's international education sector.

This policy and associated procedures meet the requirements of Standards 2 and 8 and associated clauses of the Standards for RTOs 2015, as well as the National Code of Practice for Providers of Education and Training to Overseas Students 2018, Standard 4.

## **Policy statements**

### ***Overview***

RTO will not accept students from an education agent if it knows or reasonably suspects the education agent to be:

- providing migration advice, unless that education agent is authorised to do so under the Migration Act
- engaged in, or to have previously engaged in, dishonest recruitment practices, including the deliberate attempt to recruit a student where this clearly conflicts with the obligations of registered providers under Standard 7 (Overseas student transfers)  
facilitating the enrolment of a student who the education agent believes will not comply with the conditions of his or her visa, and/or
- using PRISMS to create CoEs for other than bona fide students.

### ***Agent Agreements***

All education agents representing RTO must sign and abide by RTO Education Agent Agreement.

RTO Education Agent Agreement meets the requirements of the National Code including:

- responsibilities of RTO, including that RTO is responsible at all times for compliance with the ESOS Act and National Code 2018.
- RTO requirements of the agent in representing it including:
  - declaring in writing and taking reasonable steps to avoid conflicts of interests with its duties as an education agent of the registered provider
  - observing appropriate levels of confidentiality and transparency in their dealings with overseas students or intending overseas students
  - acting honestly and in good faith, and in the best interests of the student
  - having appropriate knowledge and understanding of the international education system in Australia, including the Australian International Education and Training Agent Code of Ethics
- RTO processes for monitoring the activities of the education agent in representing the provider and ensuring the education agent is giving students accurate and up-to-date information on the registered provider's services

- the corrective action that may be taken by RTO if the education agent does not comply with its obligations under the written agreement, including providing for corrective action outlined in Standard 4.4 of the National Code
- grounds for termination of RTO's written agreement with the education agent, including providing for termination in the circumstances outlined in Standard 4.5 of the National Code
- the circumstances under which information about the education agent may be disclosed by the registered provider and the Commonwealth or state or territory agencies.

### ***Monitoring and corrective action***

RTO will monitor all education agents using the monitoring processes described in the agreement.

RTO will take immediate corrective action where RTO becomes aware that, or has reason to believe, the education agent or an employee or subcontractor of that education agent has not complied with the education agent's responsibilities as outlined above.

### ***Termination***

RTO will immediately terminate its relationship with the education agent, or require the education agent to terminate its relationship with the employee or subcontractor who engaged in those practices, where RTO becomes aware, or has reason to believe that the education agent or an employee or subcontractor of the education agent is engaging in false or misleading recruitment practices.

# Procedures

## 1 Process education agent applications

- 1.1 Provide an Education Agent Application form to education agent.
- 1.2 On receipt of an application, check that the application form has been completed in full and that any supporting information has been provided.
- 1.3 Send an acknowledgement that the application form has been received within 3 working days of the receipt of the application. Request additional information not provided, as relevant.
- 1.4 Review information included in application form.
- 1.5 Call referees for reports on the agents.
- 1.6 Approve the agent's application where the agent has demonstrated experience and skills, provides services that align with RTO marketing objectives and positive reports from referees are received.
- 1.7 For successful agents, customise the Education Agent Agreement and send to the agent for signing. This must be within 10 working days of receiving the application.
- 1.8 Where the agent is not deemed to be suitable, send an email within 10 working days of receiving the application advising that their application has not been successful and including the reasons why.

## 2 Manage education agents

- 2.1 Following the signing of the agreement, add the agent details to PRISMS following the *How to manage agent details* in PRISMS information.
- 2.2 Following the signing of the agreement, advise ASQA via ASQAnet and within 30 days of the agreement.
- 2.3 Add the agent details to list of agents on website.
- 2.3 File all signed education agent agreements and add details to the internal third party register
- 2.5 Contact the agent to provide an induction, including an overview of the RTO, requirements and marketing and recruitment processes.
- 2.6 Provide the education agent with current copies of marketing materials and enrolment forms.

## 3 Monitor education agents

- 3.1 Regularly update education agents with details of new courses and any updated marketing and enrolment materials/processes.
- 3.2 Monitor agents every six months using the Education Agents Monitoring Form.
- 3.3 Where the Education Agents Monitoring Form or feedback from students indicates that the Education Agent may not be meeting the terms of their agreement, immediately investigate the issue.
- 3.4 Where the investigation confirms that the provider has not complied with their responsibilities as per the Education Agent Agreement (except in the case of where the education agent has engaged in false or misleading practices – see the following section), contact the education agent in writing to advise to corrective actions that are required.
- 3.5 Implement relevant corrective actions as provided for in the Agent Agreement
- 3.6 Monitor corrective actions as required to ensure they are implemented. Where any corrective action highlights the need for systemic improvements to internal processes, add this as a new item to the RTO Continuous Improvement register.
- 3.7 File all documentation associated with monitoring.

## **4 Terminate education agent agreements**

- 4.1 Where education agent monitoring or any other intelligence demonstrates that the education agent has engaged in false or misleading practices, immediately send a notice in writing to the agent advising them that their agreement is terminated and giving the reasons why.
- 4.2 Remove the agent details from website.
- 4.3 Remove the agent details from PRISMS following the *How to manage agent details in PRISMS* information.
- 4.4 Advise ASQA via ASQAnet of termination of the agreement and within 30 days of the agreement ending.

### ***Responsibilities***

The Compliance and Operations Manager is responsible for:

- assessing and approving education agent applications
- managing education agent applications
- monitoring and terminating education agent agreements.

# Enrolment

Policies and associated procedures in this section:

- Student Enrolment and Completion Policy and Associated Procedures
- Fees and Refunds Policy and Procedure.

Supporting resources and checklists (not included in this document) that are associated with this phase of the student journey:

- Application for Enrolment Form – International Students
- Course Entry Pre-training review Form
- Offer letter and International Student Agreement
- First Warning Letter for Non-Payment of Fees
- Second Warning Letter for Non-Payment of Fees • Notice of Intention to Report for Non-Payment of Fees
- Refund Application Form.

The documents above can be found in the Enrolment Supporting Documents folder.

# Student Enrolment and Completion Policy and Associated

## Procedures

### *Purpose of the policy*

This policy and associated procedures outline Riverdale's approach to student enrolment and completion. This ensures that there are structured processes in place for the enrolment of students, issuing of credit transfer and recognition of prior learning, changes to services and the issuing of certificates on completion.

This policy and associated procedures meet the requirements of Standard 1, 3, 5 and 7 and associated clauses of the Standards for RTOs 2015, as well as Standards 2 and 3 of the National Code of Practice for Providers of Education and Training to Overseas Students 2018.

## Policy statements

### *Enrolment*

- Information about the enrolment process is provided in Course Brochures and the International Student Handbook.
- Applicants must meet the entry requirements in order to be accepted into a course. The entry requirements are included in each Course Brochure.
- On receipt of an application, a course entry pre-training review will be conducted and a decision made on whether the student is suitable for the course based on the course entry pre-training review and the documentation provided by the student in support of their application.
- Where a student is accepted into the course they are provided with an Offer Letter and Student Agreement for signing to indicate their acceptance of the offer. The Offer Letter and Student Agreement meets all of the requirements of Standard 3 of the National Code. Fees are only accepted concurrently with or following acceptance of the Offer Letter and Student Agreements as per Fees and Refunds Policy and Procedure.
- Riverdale uses an AVETMISS compliant Student Management System, VETtrak, to record all student information.
- Records of all enrolment records including the Offer Letter and Student Agreement and associated receipts of payment are retained for at least 2 years.

### *Credit transfer and RPL*

- Credit towards a student's course can be provided by credit transfer or RPL. This means that students do not have to repeat units (or equivalent) already achieved and can be recognised for formal and informal learning, skills and experience.
- Riverdale will review all AQF certification and authenticate it as part of the process of awarding credit. Authentication will involve confirming the results against (a) the student's USI transcript, (b) written communication with the issuing RTO or (c), where the issuing RTO is no longer operating and the qualification was received prior to implementation of the USI system, crossreferencing the product and delivery scope of the issuing RTO while it was in operation by checking training.gov.au

- The RPL process will be followed as per the Training and Assessment Policy and Associated Procedures for any students who wish to apply and are deemed eligible
- Applicants will be advised in writing of the outcome of their application for credit transfer and/or RPL. Where the credit provided results in a reduction of the duration of the course and fees, this will also be advising in writing.

### **Changes to services**

- Students are informed within 3 working days of any changes to services as documented in the Student Agreement, including where there are new third-party arrangements, changes to existing third party arrangements and changes in ownership.
- Where Riverdale is unable to offer a course prior to or following commencement, refunds will be in accordance with the Fees and Refunds Policy and Associated Procedures.

### **Completion**

- Students are issued with certification documentation following completion of their course. All certification documentation complies with Schedule 5 of the Standards and includes a mechanism to ensure it cannot be fraudulently reproduced.
- Certification documentation will only be issued where the student's USI is on file and has been verified and where the student has paid their fees in full.
- Certification will be issued within 30 days of completion subject to the payment of all fees. All certificates issued are recorded in the Student Management System and are kept for a period of 30 years.
- Confirmation of the issuing of certificates will be provided to those who need to verify certificates.
- Certificates can be reissued on request.

## **Procedures**

### **1 Process enrolment**

- 1.1 Provide application for enrolment forms to applicants on request.
- 1.2 On receipt of an enrolment, check that the enrolment form has been completed in full and that all supporting information has been provided.
- 1.3 Send an acknowledgement that the enrolment form has been received within 3 working days of receipt. Request additional information not provided as relevant.
- 1.4 Enter the applicant's details into the secure Student Management System.
- 1.5 Where the USI has not been received, make a note on the applicant's file that it is to be completed at the orientation.
- 1.6 Verify all USIs.

## 2 Conduct course entry pre-training review

2.1 Contact the applicant to arrange a suitable date and time for the course entry pre-training review. This should be within 4 working days of receipt of the application for enrolment.

2.2 Conduct the course entry pre-training review using the Course Entry Pre-training review form.

2.3 Complete the Course Entry Pre-training review form including an assessment of whether the applicant is suitable for the course.

This should also include an assessment of the student's English language proficiency to ensure evidence is provided that the student satisfied the entry requirements specified for English language proficiency. Refer to the relevant training and assessment strategy for detailed information regarding this.

2.4 When assessing English Language Proficiency, the following steps must be followed:

- (a) Verify that the student has produced an official transcript or certification for one of the accepted English Language Proficiency Tests at the accepted level, as listed in the relevant training and assessment strategy.
- (b) Where the student is unable to produce such evidence, they must complete a language, literacy and numeracy test as stipulated in the relevant training and assessment strategy document.
- (c) Issue the LLN test to the prospective student.
- (d) If the result equates to the accepted level as described in the training and assessment strategy, the student is deemed to have displayed a satisfactory level of English in order to enter their chosen course.
- (e) Process the application as per this policy and procedure.

## 3 Process credit transfer

3.1 Review the student's application for enrolment form to check if they wish to apply for credit.

3.2 If the applicant has not included the required evidence but has indicated they wish to apply for credit transfer, contact them to provide the certificate.

3.3 Verify the AQF documentation by confirming the results against (a) the student's USI transcript, (b) written communication with the issuing RTO or (c), where the issuing RTO is no longer operating and the qualification was received prior to implementation of the USI system, cross-referencing the product and delivery scope of the issuing RTO while it was in operation by checking training.gov.au

3.4 Where the certificate is authentic, update the student's details on the Student Management System and advise the student of the reduction to their course duration and fees. The reduction in course duration will be as per the amount of time allocated in the timetable to the unit that the student has received credit for. See Fees and Refunds Policy and Associated Procedures for calculation for reduction of fees.

## **4 Process Recognition of Prior Learning**

- 4.1 Review the student's application for enrolment form to check if they wish to apply for RPL.
- 4.2 Send the student the Candidate Kit.
- 4.3 RPL applications are conducted as per the procedure described in the Training and Assessment Policy and Associated Procedures.
- 4.4 Update the student's details on the Student Management System following the outcome of the RPL process and advise the student of the reduction to their course duration and fees as applicable. The reduction in course duration will be as per the amount of time allocated in the timetable to the unit that the student has received credit for. See Fees and Refunds Policy and Associated Procedures for calculation for reduction of fees.

## **5 Finalise enrolment process**

- 5.1 If the applicant is suitable for the course, create a student file.
- 5.2 Verify the student's USI or create a USI for the student following the procedures for such at: <https://www.usi.gov.au/training-organisations>
- 5.3 Customise the Offer Letter and Student Agreement for the student and send out to the student for signing. This should occur within 5 working days of receipt of the application for enrolment. The signing of the Offer Letter and Student Agreement indicates the student has accepted all terms and conditions.
- 5.4 On receipt of the signed Offer Letter and Student Agreement, send out an invoice for the first payment.
- 5.5 Following receipt of the first payment by the student, create a CoE in PRISMS following the instructions in the PRISMS User Guide and ensuring that any noted reduction in duration has been reflected as part of the Credit Transfer or RPL process.
- 5.6 Use the student file checklist to confirm all the information has been collected.

## **6 Manage student files**

- 6.1 Update student files throughout the course according to relevant events including but not limited to course progress and attendance, support, course credit, course transfer, deferral, suspension and withdrawal and disciplinary action. Refer to all of the relevant policies and procedures for student file management.
- 6.2 Update Student Agreements as relevant based on any changes that occur once the student has enrolled (this also includes changes to third party arrangements including new third party agreements or changes in ownership). Send to the student for agreement within 3 working days of signing and adjust fees and the CoE as required.

- 6.3 Send out emails to students every 6 months requesting advice of any change of contact details (note students are also required to provide these within 7 days of any change).
- 6.4 Update student details as required based on changes to contact details.

## **7 Finalise certification**

- 7.1 Immediately record student assessment outcomes on the Student Management System on receipt of marked work from trainers/assessors.
- 7.2 Once all units have been completed, check that the student has paid all fees and charges.
- 7.3 Contact the student in writing regarding unpaid fees and charges if applicable.
- 7.4 Check the student's USI is on file and contact the student in writing if this has not been received.
- 7.5 Populate the testamur and record of results or statement of attainment with the student and award details.
- 7.6 Sign certification (authorised signatory).
- 7.7 Have the certification ready within 10 working days of the student having been assessed as meeting all of the requirements of their course (and having paid all of their fees and charges).
- 7.8 Retain the student's certification on file for a period of 30 years.
- 7.9 Advise the student via email that their certificate is ready for collection or email an electronic version or send via post.
- 7.10 Retain all student details including assessment outcomes for a minimum of 2 years.

## **Responsibilities**

The Administration and Student Support Officer will be responsible for:

- checking all incoming applications for enrolment
- populating and sending out Offer Letters and Student Agreements
- invoicing
- using the student management system
- student file maintenance.

The Compliance and Operations Manager will be responsible for:

- conducting course entry pre-training reviews and approving student applications.
- reviewing and approving all applications for credit transfer.
- coordinating notification of changes to services and updating agreements.
- issuing certification.

Trainers and assessors are responsible for conducting RPL.

## **Fees and Refunds Policy and Associated Procedures**

### ***Purpose of the policy***

The purpose of this policy and procedure is to ensure that Riverdale Institute operates a fair and equitable process for the management of both the collection of fees and the repayment of fees. This complies with Clauses 5.3, 7.3 and Schedule 6 of the Standards, as well as the ESOS Act and the National Code of Practice for Providers of Education and Training to Overseas Students 2018, Standard 2 and 3.

### ***Scope***

It applies to all international students and staff.

### **Process for claiming a refund**

- Refund application requests must be made in writing on the Refund Request Form, the refund request form may be downloaded from the Riverdale Institute's website.
- Filled in form must be submitted with the Administration via email or in person at reception.
- The Application/enrolment fee is not refundable. The course fees will be refunded as per the table later in this policy document.
- The Accounts department will process and approve the refund amount (if applicable) based on the circumstances listed below.
- Refund will be made directly to the bank account stated in the Refund Request Form and the student will be informed about the same via an email. All refunds will be made in Australian Dollars.
- Student can nominate a person in whose account the refund can be made. In case of death of the student, refund can be claimed by parents of the student.
- If the student is not eligible for any refund, based on the circumstances as stated below, the student shall be informed of the same via an email/letter.
- Any other circumstances which have not been listed below in the table, the management of Riverdale Institute will decide the refund.
- Any refund given will be recorded in the Student Information System so that each student's financial status is known.
- The students have right to lodge an appeal with the institute if they are not satisfied with the decision /outcome of the refund request.
- Riverdale Institute cannot guarantee that students will successfully complete the course(s) in which they enrol regardless of whether all fees due have been paid.

## **Definitions:**

**Electronic Confirmation of Enrolment (eCoE):** An official document printed via the PRISMS system on behalf of the Australian government confirming the enrolment of the student in the course. This document is required for a student to apply for a Student Visa.

**Course Commencement Date:** Refers to the start date indicated on the first eCoE issued by the Institute. This does not refer to the deferred or subsequent eCoE.

**Course Money:** The money received by the Institute for providing the course to the students which includes: tuition fees, any amount received that must be paid to a registered health provider on behalf of the student, airport pick-up, accommodation booking and board, and any other amount paid by the student to the Institute to undertake the course.

**Direct International Student:** People who are enrolled with the Institute and include both prospective and currently enrolled students who are overseas students as defined in the National Code of Practice for Providers of Education and Training to Overseas Students and hold a student visa.

**Application Fee (Non-academic):** The application fee payable when an application is made to Riverdale Institute for an enrolment to a course or qualification. This fee is non-refundable fee covering the administration cost of Riverdale Institute. The Application fee is subject to change.

**Onshore Students:** Students who are applying for student visa within Australia.

**Offshore Students:** Students who are applying for student visa outside Australia.

**Local International Students:** A person granted an initial visa to attend another Australian education institute and wants to extend that visa by enrolling at the Institute.

**Tuition Fees (Academic):** The amount paid to enable the student to undertake the course as indicated in the **OFFER LETTER AND STUDENT AGREEMENT** under course fees.

**Incidental Fees (Non-academic):** All other fees that is not included in the Tuition Fees or Application Fee. E.g. Materials Fees, Airport Pickup etc.

**Deposit Fees (Academic):** Fees paid in advance prior to commencement of the course or a study period.

**TPS:** Tuition Protection Scheme (enacted on 20th March 2012 as part of the Government's second phase response to the Baird Review) replacing Tuition Assurance Scheme and ESOS Assurance Fund.

### **Reassessment fee and its calculation:**

Where learners are unable to achieve competency after 3 attempts, if the institute runs the unit before the end date of their COE, which they failed, they will be required to undertake for reassessment, which will incur fees of \$300. Please note, learners are granted with 3 attempts for a successful assessment outcome, where they will not be required to pay any fees for reassessment.

**3 attempts for a successful assessment outcome in NIL Fees for reassessment:** Learners must work on their own on their assessments. Trainer/assessor will only allow for three attempts for free only if Trainer/assessor is satisfied that learner is putting his/her own serious efforts. CEO can use his discretion to allow learner for free reassessment, depending on the individual circumstances.

### **When Learners will not be entitled for 3 attempts for a successful assessment outcome in Nil fees for reassessment:**

- In case the student gets NYC for plagiarising from any source including but not limited to, using CHAT GPT, google or using his/her classmate's assignment as his/her work will be required to pay the reassessment fees regardless of if it was his/her first or third unsuccessful attempt. In such cases, students will not be entitled for 3 attempts for successful outcome in Nil fees.
- In case of no submission according to the due date of the assessment or non-attendance in the class, student will be required to pay \$300 for one unit for the reassessment fees.

In case learners need to re-enrol and coe needs to be extended to undertake further training, this will incur fees. Learners will be charged depending on the number of weeks the student's coe is extended.

Student will need to pay the application/enrolment fees, tuition fees and material fees associated with the unit of competency.

**Total tuition fees for extending the coe will be calculated** as = Total Tuition fees of the course/duration in weeks \* number of weeks the coe is to be extended.

Total material fees = Total material fees for the course/duration in weeks \* number of weeks the coe is to be extended.

**Provider default:** In the unlikely event that the institute is unable to deliver the course in full, student will be offered a refund of all the unused tuition fees paid to date. The refund will be paid within 14 working days of the day on which the course ceased being provided.

Alternatively, student may be offered enrolment in a suitable alternative course by the institute at no extra cost to student. Students have the right to choose whether they prefer a full refund of course fees, or to accept a place in another course. If student chooses placement in another suitable course, institute will ask the student to sign a document to indicate the acceptance of the placement. If the institute is unable to provide a refund or place student in an alternative course, institute's Tuition Protection Service (TPS) is provided.

**Student default:** Means that:

- the course starts at the location on the agreed starting day, but the student does not start the course on that day (and has not previously withdrawn); or
- the student withdraws from the course at the location (either before or after the agreed starting day); or
- the registered provider of the course refuses to provide, or continue providing, the course to the student at the location because of one or more of the following:
  - the student failed to pay an amount payable to the provider for the course;
  - the student breached a condition of his/her student visa;
  - misbehaviour by the student.

A student does not default for failing to start a course on the agreed starting day if he/she does not start that course because of provider default.

### **Fees and refund information**

The fee information is always provided prior to enrolment or receipt of payment as per the requirements of the National Code 2018 Standard 2 and 3. The Offer Letter and Student Agreement and the International Student Handbook which are provided prior to enrolment, includes this Fee Charges and Refund Policy and Procedure and informs the students of their consumer rights. Students are required to sign the Offer Letter and Student Agreement in acknowledgement of the terms and conditions of the enrolment and this policy.

### **Course fee inclusions**

The Offer Letter and Student Agreement will clearly itemise all course fees, including both tuition and non-tuition fees.

### **Tuition fees include:**

- All of the training/teaching and assessment required for students to achieve the qualification or course in which they are enrolling within the attempts allowed.
- Issuance of one set of certification documents including the testamur (certificate) and record of results. A Statement of Attainment (in the case of withdrawal or partial completion).

Non-Tuition fees on the Offer Letter and Student Agreement. See charges below for additional non-tuition fees:

<b>Airport Pickup</b>	\$200
<b>Accommodation Booking Assistance</b>	\$200
<b>RPL (1st consultation is free)</b>	\$300 per unit

<b>Credit Transfer</b>	\$500
<b>Material Fee (Additional resources required for the course)</b>	Please refer to the offer letter and student agreement.
<b>Other Fees</b>	
Application Fee – Onshore (Non-Refundable)	\$300
Application Fee – Offshore (Non-Refundable)	\$500
Re-assessment Fees	<p>Nil till three unsuccessful attempts. After three unsuccessful attempts, student will be required to pay \$300 towards reassessment fees for each unit.</p> <p>In case the student gets NYC for plagiarising or using his/her classmate assignment as his/her work will be required to pay the reassessment fees regardless of if it was his/her first or third unsuccessful attempt.</p> <p>In the case when student cannot undertake reassessment within the expected duration of time and the COE needs to be extended. Fees will be charged as above mentioned under Re-assessment section in this policy.</p> <p>In case of no submission according to the due date</p>

	of the assessment or non-attendance in the class, student will be required to pay \$300 for one unit for the reassessment fees.
Re-issuance of student ID	\$20
Re-issuance of Testamur (Certificate or Statement of Attainment)	\$50
Late payment of tuition fees	\$100 per month
Deferral of Study	\$300
Kitchen Kit (if applicable)	\$400
Placement Fees (if applicable)	\$500

### **Tuition Protection Scheme**

- Riverdale Institute is a member of the Australian Government endorsed Tuition Protection Service (TPS).
- Riverdale Institute will maintain membership of the Tuition Protection Service during its period of registration as a provider.
- Riverdale Institute will pay all subscriptions to the TPS in accordance with TPS requirements.
- If due to unforeseen circumstances Riverdale Institute is unable to complete the delivery of a course once commenced, and subsequently refund the student tuition fees unused and/ or offer them an acceptable place in another course at Riverdale Institute, the Tuition Protection Service will attempt to secure a place for the student in a suitable course at another Institute.
- Riverdale Institute will not charge more than 50% of tuition fees prior to enrolment. However, an international student may choose to pay more than 50% of their total course fee before the course commencement.

### **Payments**

- Payments can be accepted by electronic transfer, credit card, or direct debit.
- Credit card payments may incur a surcharge per transaction.
- Students who are experiencing difficulty in paying their fees are invited to call our office to make alternative arrangements for payment during their period of difficulty.
- Debts will be referred to a debt collection agency where fees are more than 40 days past due.
- Riverdale Institute 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.

- International students who do not pay their fees as agreed, will receive two warnings regarding non-payment of fees and thereafter will be reported to DET via PRISMS under student default.

### **Recording and payment of refunds**

- Refunds will be paid to the person or organisation that made the original payment and the account details must be mentioned in the Refund Request Form.
- Refund assessments can be appealed following our Complaints and Appeals Policy and Procedure.
- Records of refund assessments and issuance of refunds will be stored securely on the student's file and in our accounts keeping system.

### **Publication**

Riverdale Institute will publish this *Fee Charges and Refund Policy and Procedure*.

### **Procedure Student Fees**

- All international students should pay their initial deposit/application fee upon enrolment.
- Riverdale Institute will ensure that there is a signed written Offer Letter and Student Agreement on file.
- Student will get the receipt for the payment.
- Riverdale Institute will make a payment schedule for the remaining course fees, which will be reflecting in the Offer Letter and Student Agreement.
- Riverdale Institute will ensure all payment terms, conditions and amounts are as indicated on the agreement unless a record of an agreed or advised change is in writing and the conditions of such a change were outlined on the agreement.
- Student is required to abide with the dates on payment schedule. It will be considered as student default if the student does not pay on the agreed date/or the date on the payment schedule.
- Payments may be made by cash, direct bank transfer, credit card or direct debit.
- Fees for international students may not be collected until the Offer Letter and Student Agreement has been signed.
- Riverdale Institute will provide the student with a receipt and will be retained in student file.
- Receipts of payments made by international students will be kept for at least 2 years after the person ceases to be an accepted student.

## **Overdue Fees**

- Riverdale Institute will contact students where payments are more than 10 days overdue.
- Riverdale Institute will send out first warning letter regarding non-payment of fees when payment are more than 10 days overdue.
- Second warning letter regarding non-payment of fees will be sent out by Riverdale Institute when payment are more than 20 days overdue.
- Riverdale Institute will send notification of intention to cancel regarding non-payment of fees when payment are more than 30 days overdue. Please refer to Riverdale Institute's Deferment, Suspension and Cancellation of Enrolment Policy and Procedure for cancellation in case of non-payment of fees.
- Any student with an outstanding amount for more than 40 days past may be referred to the debt collection agency.

## **Refunds**

- Riverdale Institute will automatically issue a refund within 14 days to students who have enrolled and paid their deposit/enrolment fee and the course is cancelled from the scope of registration, prior to commencement.
- Riverdale Institute will also automatically issue a refund to students within 14 days where the course has commenced but is cancelled from the scope of registration.
- Riverdale Institute will notify students to whom refunds are automatically issued in writing, will issue refund and will record on file.
- All other students who seek a refund are required to complete a Refund Request Form.
- The completed form is then handed over to the Student Support officer (SSO).
- The SSO advises the applicant that the turnaround time is a maximum of 14 working days.
- The application is forwarded to the CEO / Compliance Officer / Authorised delegate for assessment against the eligibility of the refund.
- If the applicant is eligible for a refund, calculation of refund is made, and a cheque or bank transfer into nominated account is processed for the amount to be refunded.
- In both cases (eligible or not), the applicant is notified about the outcome.
- If the applicant is not onshore, then the amount would be refunded to either the student nominated person (on consent of the applicant) and a record of the same is kept.

## **Tuition Protection Service steps in case of defaults**

### A. Provider Default

The following steps outline the TPS process if a provider default occurs:

#### **Step 1 - Provider default occurs**

A registered provider defaults, in relation to an overseas student or intending overseas student and a course at a location, if:

- the provider fails to start providing the course to the student at the location on the agreed starting day; or
- after the course starts but before it is completed, it ceases to be provided to the student at the location; and the student has not withdrawn from the course before the default day.

**Note:** Section 46A of ESOS Act sets out further rules prescribing when a provider defaults.

#### **Step 2 - Notifying the Secretary, the TPS Director and students**

- Riverdale Institute will notify the Secretary and the TPS Director of the default within 3 business days of the default occurring. Riverdale Institute will also notify students in relation to whom Riverdale Institute would default.
- The notices must be in writing and meet the requirements of section 46B of ESOS Act.

#### **Step 3 - Provider obligation period**

- Riverdale Institute will have 14 days after the day of the default (the provider obligation period) to satisfy the tuition protection obligations to the student.

#### **Step 4 - Notification of the outcome- discharge of obligations**

- Riverdale Institute will have 7 days after the end of the obligation period to give a notice to the Secretary and the TPS Director of the outcome of the discharge of the obligations.
- If Riverdale Institute will not be able to the obligations affected students may be assisted by the TPS Director.

### B. Student Default

The following Steps outline the TPS process in a case of a student default:

Riverdale Institute enters into a written agreement with each overseas student or intending overseas student that:

- sets out the refund requirements that apply if the student defaults; and
- meets any requirements set out in the national code.

### **Step 1 - Student default occurs**

An overseas student or intending overseas student defaults, in relation to a course at a location, if:

- the course starts at the location on the agreed starting day, but the student does not start the course on that day (and has not previously withdrawn); or
- the student withdraws from the course at the location (either before or after the agreed starting day); or
- the registered provider of the course refuses to provide, or continue providing, the course to the student at the location because of one or more of the following:
  - the student failed to pay an amount payable to the provider for the course;
  - the student breached a condition of his/her student visa;
  - misbehaviour by the student.

### **Step 2 - Notifying the Secretary and the TPS Director**

To meet Tuition Protection Service (TPS) reporting obligations, Riverdale Institute only needs to report on whether institute has provided a refund to a student in two cases of student default:

- where a student's visa is refused, even if there is a compliant written agreement in place
- where there is no compliant written agreement in place.

### **Step 3 - Provider obligation period**

- If a student or intending student defaults, Riverdale Institute will provide a refund in accordance with the requirements under sections of the ESOS Act, depending on which section applies to the circumstances of the default situation.
- Riverdale Institute will pay the refund within the period (the provider obligation period) of 4 weeks after the day specified in sections, depending on which section applies to the circumstances of the default situation.

### **Step 4 - Notification of the outcome - discharge of obligations**

- Riverdale Institute will have 7 days after the end of the obligation period to give a notice to the Secretary and the TPS Director of the outcome of the discharge of the obligations where Riverdale Institute is required to provide a refund under (i.e. where there is no written agreement in place and also in cases of visa refusal, whether there is a written agreement in place or not).

The various fee refund conditions and refunds applicable are highlighted below.

Description	Refund status
A course application is rejected by Riverdale Institute	<b>Full refund</b> (this excludes an Application fee)
If an offer of a place is withdrawn by Riverdale Institute and this is not due to incorrect or incomplete information being provided by the student.	<b>Full refund</b> of course fees (this excludes the Application fee which is non-refundable).
Airport Pick-up (if applicable)	<b>Full refund</b> if service cancelled prior to flight arrival
Credit card payment surcharge and any transaction fees	<b>No refund</b>
Visa cancelled / refused due to actions of the student, misleading information, or bogus documents	<b>No refund</b>
Where a student applies and is approved by Riverdale Institute to transfer to another registered provider before the completion of six months of study of the principal course.	<b>No refund</b>

Description	Refund status	
<p>If a student chooses to pay Tuition Fees on an instalment basis on an agreed payment plan.</p>	<p><b>No refund</b> will be issued for any course money (paid on instalment basis). Instalments paid will be for course fees due and payable to the institute for services already rendered.</p>	
<p><b>Provider Default</b></p>		
<p>Course is withdrawn by Riverdale Institute (before the agreed start date). Riverdale Institute is unable to start the delivery of a course at the location on the agreed starting day or ceases to deliver the course before it is completed.</p>	<p><b>Full refund</b> excluding Application fee within 2 weeks of cancellation, or the agreed starting date, whichever is applicable</p>	<p>In the unlikely event that the institute is unable to deliver your course before commencement or in full, you will be offered a full refund or after commencement of the course, refund of any Tuition Fee paid in advance for the default course. The refund amount will be calculated as follows:</p> <p>The refund amount = <i>weekly tuition fee</i> x <i>the number of weeks in the default period</i></p> <p>a. <i>The weekly tuition fee</i> = total tuition fee for the course / number of calendar days in the course x 7. This amount is rounded up to the nearest whole dollar.</p> <p>b. <i>The number of weeks in the default period</i> = number of calendar days from the default day to the end of the period to which the payment relates / 7</p> <p>The refund will be paid to you within 2 weeks of the day on which the course ceased being provided. Alternatively, student may be offered enrolment in an alternative course by the Institute at no extra cost. Students have the right to choose whether they would prefer a</p>
<p>If Riverdale Institute is required to cancel a course before it commences due to insufficient numbers or for other unforeseen circumstances</p>		
<p>Course ceases to be provided to the student at the location after the course starts but before it is completed; and the student has not withdrawn from the course before the default day.</p>		

Description	Refund status	
<p>The course is not provided in full to the student because as an action has been imposed on the registered provider or any other reason.</p>		<p>refund of course fees, or to accept a place at another institute. If student chooses placement in another course, Riverdale Institute will ask the student to sign a document to indicate the acceptance of the placement. If the Institute is unable to provide a refund or place student in an alternative course, the TPS will be responsible for providing refunds or providing assistance to locate an alternative. However, students are primarily responsible for finding another institute which will accept them into an alternative course.</p> <p>In these cases, there is no need for student to make a refund application.</p>
<p>The course is not provided fully to the student because Riverdale Institute has a sanction imposed by a government regulator</p>	<p><b>Refund</b> of unused tuition fees</p>	
<p><b>Student Default</b></p>		
<p>If a student cannot commence the course because of illness, disability or where there is death of a close family member of the student (parent, sibling, spouse or child).</p>	<p><b>Full refund</b> of course fees (this excludes the Application fee which is non-refundable).</p>	
<p>At the discretion of Riverdale Institute's CEO or approved representative,</p>	<p><b>Full refund</b> of course fees (this excludes the Application fee which is non-refundable).</p>	

Description	Refund status
when other special or extenuating circumstances have prevented the student from commencing their studies including political, civil or natural events.	
Visa refused prior to course commencement	<b>Full refund</b> of course fees (this excludes the Application fee which is non-refundable).
Student withdraws up to 4 weeks prior to course commencement.	<b>Full refund</b> of course fees (this excludes the Application fee which is non-refundable).
Student withdraws less than 4 weeks prior to course commencement.	<b>90% refund</b> of course fees (this excludes the Application fee which is non-refundable).
If a student fails to commence a course after the start of the course at location, has not previously withdrawn from the course, and the reason is not the visa refusal.	<b>No refund</b> – once the study starts, the fee is not refundable.
Withdrawal from the course at location after the agreed start date.	<b>No refund</b>

Description	Refund status
	This includes all course fees, Application fees, cost of learning and assessment resources, airport pick up (where applicable) and material fee (where applicable)
Student abandons the course without notice	<b>No refund</b> and the balance of all outstanding fees for the course to be invoiced to the student
Student Visa or Visa extension is refused after course is commenced	<p>The refund amount = <i>weekly tuition fee x the number of weeks in the default period</i></p> <p>a. <i>The weekly tuition fee</i> = total tuition fee for the course / number of calendar days in the course x 7. This amount is rounded up to the nearest whole dollar.</p> <p>b. <i>The number of weeks in the default period</i> = number of calendar days from the default day to the end of the period to which the payment relates / 7</p> <p>Tuition fee does not include any non-tuition fee that might have been paid by the student. Non-tuition fees will not be refunded.</p>
Student whose visa has been refused has withdrawn from the course after it commenced, or has failed to pay an amount he or she was liable to pay the provider in order to undertake the course.	
<p>There is a student default due to any of the following reasons:</p> <ul style="list-style-type: none"> <li>• The student breached a condition of his or her student visa;</li> <li>• Misbehaviour by the student;</li> <li>• Failure to comply with Riverdale Institute policies</li> </ul>	<b>No refund</b>

## Conditions

- At the time of enrolment any Credit Transfer (CT) / Recognition of Prior Learning (RPL) will be discussed and granted after the student provides sufficient evidence. If the CT allows shortening of the duration of the course, pro-rata fees will be worked out and offered to the student. Once the student accepts this offer, there will be no further reduction of the fee.
- Fees not listed in this refund section are not refundable. Prior to a student enrolment, fees may be altered without notice. Once a student has completed enrolment, fees will not be subject to change for the normal duration of the course. If a course length is extended by the student, then any fee increases will be required to be paid for the extended component of the course.
- If a student withdraws after any number of deferrals, the date on the original eCoE will be considered for the purpose of determining the date of commencement of semester / study period /course in relation to the institute refund policy and other related policies.
- The Fee Charges and Refund Policy and Procedure are subject to change in the future. Any change will be promptly communicated to the students.

## Support and Progression

Policies and associated procedures in this section:

- Course Progress and Attendance Policy and Associated Procedures
- Deferral, Suspension and Cancellation Policy and Associated Procedures

Supporting resources and checklists (not included in this document) that are associated with this phase of the student journey:

- Orientation Presentation
- Student Code of Conduct (contained in Student Handbook)
- Student Support Plan
- External support referrals
- Intervention Form
- First Warning Letter for Unsatisfactory Course Progress/Attendance
- Notice of Intention to Report for Unsatisfactory Course Progress/Attendance
- Deferral Application Form
- Suspension Application Form • Withdrawal Application Form

The documents above can be found in the Support and Progression Supporting Documents folder.

## Course Progress and Attendance Policy and Associated Procedures

### ***Purpose of the policy***

This policy and associated procedures outline RTO approach to ensuring international students maintain satisfactory course progress and attendance throughout their studies to reasonably ensure they can complete their course within the required duration as specified in their confirmation of enrolment (CoE). This policy and associated procedures also outline the procedures for managing unsatisfactory progress.

## Policy statements

### **Overview**

RTO monitors international students' course progress and attendance to ensure they are able to complete their course within the required duration.

The duration of the course as specified on the student's CoE will never exceed that registered on the CRICOS register.

RTO advises students, before they commence their studies, of the requirements to achieve satisfactory course progress and attendance, including that students who do not meet course progress requirements are at risk of having their visas cancelled. This advice is included in the International Student Handbook and at Orientation.

All records of course progress and monitoring will be kept on file for 2 years from the date the student ceases to be an accepted student.

### **Monitoring course progress and attendance**

To determine whether a student is at risk of unsatisfactory progress through poor results or poor attendance, the Student Administration Officer generates a report in the Student Management System following the completion of each 10-week study period

Course progress monitoring will determine the need for a student to participate in an intervention strategy. Riverdale commits to an early intervention approach.

A student will be deemed at risk and be required to participate in an intervention strategy if:

- they have failed to achieve a satisfactory outcome in a minimum of 50% of assessment tasks during their most recent study period; and/or
- they have failed to attend their scheduled classes during their most recent study period.

All course progress and attendance monitoring is achieved by reviewing data on the student management system.

### **Intervention strategy**

Students who are identified at risk of not meeting course progress and attendance requirements are required to participate in an intervention strategy meeting.

The intervention strategy will be developed to meet the student's needs and documented in an Intervention Strategy Form; this strategy is monitored by the trainer and Compliance and Operations Manager

### **Extension to an expected course duration**

Extensions to the course duration specified on the CoE will be allowed if:

- compassionate or compelling circumstances apply and demonstrable evidence of such is provided
- where an intervention strategy is in place (or is about to be implemented) for the student because they are at risk of not meeting course progress or attendance requirements.

Where a student has demonstrated the below unsatisfactory course progress indicators:

- failure to achieve a satisfactory outcome in a minimum of 50% of assessment tasks in **two consecutive** study periods; and/or
- failure to attend scheduled classes in **two consecutive** study periods, the RTO will:
- notify the student in writing of the intention to report the student for unsatisfactory course progress and/or attendance
- inform the student of the reasons for the intention to report
- advise the student of their right to dispute the decision by accessing RTO Complaints and Appeals Policy Procedure within 20 days of receiving the notice of intention to report.

Riverdale will only report unsatisfactory course progress or unsatisfactory course attendance in PRISMS if:

- the internal and external complaints processes have been completed and the decision or recommendation supports the registered provider; or
- the overseas student has chosen not to access the internal complaints and appeals process within the 20 working day period; or
- the student has chosen not to access the external complaints and appeals process: or
- the overseas student withdraws from the internal or external appeals processes by notifying the registered provider in writing.

All records will be kept on the student's file including warning letters and the notice of intention to report.

## Procedures

### 1 Assess course progress and attendance

- 1.1 Review data from student management system on a weekly basis to determine if students are at risk of not meeting course progress requirements as per the definitions in the policy.
- 1.2 Check and record student attendance daily using an Attendance Sheet, the results of which are entered into the Student Management System. An attendance rate is calculated each week.
- 1.3 Contact student via SMS and email if the student has been absent for more than 5 consecutive days without approval.
- 1.4 Review data from student management system after each study period to determine if students are at risk of not meeting course progress requirements as per the definitions in the policy.

### 2 Provide first warning and commence intervention strategy

- 2.1 Send the student a First Warning Letter of Unsatisfactory Course Progress/Attendance. Include the letter on the student's file.

- 2.2 Use the Intervention Form to guide the meeting with the student.
- 2.3 Document agreed interventions on the Intervention Form and implement immediately. Include the Intervention Form on the student's file.
- 2.4 Monitor progress through regular communication and document progress on form.
- 2.5 In consultation with the student, adjust the intervention if required and update the Intervention Form
- 2.6 Sign off on form when the intervention is complete and the student is meeting course progress/attendance requirements.

### **3 Advise of Notice of Intention to Report**

- 3.1 Where the student is not meeting course progress/attendance requirements in a second consecutive study period, send the student a Notice of Intention to Report for Unsatisfactory Course Progress/Attendance.
- 3.2 If the student does not appeal against the decision to report them or if their appeal is unsuccessful, report the student via PRISMS for breach of course progress requirements.
- 3.3 Complete all actions associated with cancellation such as removal of student's email account, access to RTO property and so on.

### ***Responsibilities***

The Compliance and Operations Manager is responsible for:

- reviewing data to check course progress and attendance
- conducting meetings with students and developing and monitoring intervention strategies
- reviewing student appeals in relation to course progress
- reporting students through PRISMS.

The Administration and Student Support Officer is responsible for:

- issuing warning letters and notices of intention to report.

Trainers and assessors are responsible for notifying the Compliance and Operations Manager of students they consider to be having difficulties with course progress and/or attendance.

# Deferral, Suspension and Cancellation Policy and Associated Procedures

## ***Purpose of the policy***

This policy and associated procedures outline Riverdale's approach to managing the enrolment of international students, specifically deferrals, suspensions and cancellations, and ensuring all required information about enrolments is entered into PRISMS.

This policy and associated procedures meet the requirements of Standard 9 of the National Code of Practice for Providers of Education and Training to Overseas Students 2018.

## **Policy statements**

### ***Student-initiated deferral or suspension or cancellation***

International students can defer or suspend their studies. Riverdale allows the deferral or suspension of studies where evidence of compassionate or compelling circumstances can be provided by students.

Evidence of compassionate or compelling circumstances will be considered as part of the decision about suspension or cancellation.

Deferrals and leave of absences will be approved for up to 12 months. However, following this the student's enrolment will be cancelled.

International students may withdraw from their course at any time. Where an international student has not already completed six months of their principal course of study, their application will be assessed as per RTO Course Transfer Policy and Associated Procedures. International students are entitled to a refund as per RTO Fees and Refunds Policy and Associated Procedures.

### ***Provider-initiated suspension or cancellation***

A student's enrolment may be cancelled or suspended by Riverdale in a range of circumstances:

- misbehaviour (ie not abiding by the Student Code of Conduct as outlined in this Handbook)
- not paying course fees
- not meeting course progress and attendance requirements
- other instances of student or provider default, as defined in the ESOS Act

Not paying course fees and not meeting course progress and attendance requirements will be managed as documented in the Fees and Refunds and Course Progress and Attendance Policy and Associated Procedures.

Any student who breaches the Code of Conduct as applicable to expected behaviour will be immediately suspended. Their case will be considered during the period of suspension and the student may then be reinstated or have their enrolment cancelled.

Where any of the above circumstances apply, the student will be contacted in writing with regard to the intended suspension or cancellation and the reasons for this.

Students will be able to access the Complaints and Appeals Policy and Procedure to appeal the decision within 20 working days of receipt of the decision.

Students will not be reported until the internal appeal process is complete, unless their health and wellbeing or that of others could be at risk.

Students are advised to contact DHA to seek advice on their student visa.

# Procedures

## 1 Process deferrals

- 1.1 Provide Deferral Form to students who request deferral.
- 1.2 Assess Deferral Form and supporting evidence to confirm that compassionate or compelling circumstances exist.
- 1.3 Complete assessment and advise student of outcome within 5 working days of receipt.
- 1.4 Where the application for deferral is approved, advise the student in writing of such.
- 1.5 Where the application is not approved, advise the student in writing of such indicating the reasons, any refunds due and advising them of their right to appeal the decision within 20 working days.
- 1.6 For approved deferrals, report a student course variation (SCV) on PRISMS within 31 days of the request being approved and according to the instructions provided in the PRISMS user guide.
- 1.7 Issue the updated CoE to the student.

## 2 Process student-initiated suspension of enrolment

- 2.1 Provide Request for Suspension Form to students who request suspension.
- 2.2 Assess Request for Suspension Form and supporting evidence to confirm that compassionate or compelling circumstances exist.
- 2.3 Complete assessment and advise student of outcome within 5 working days of receipt.
- 2.4 Where the application for suspension is approved, advise the student in writing of such.
- 2.5 Where the application is not approved, advise the student in writing of such indicating the reasons, any refunds due and advising them of their right to appeal the decision within 20 working days.
- 2.6 For approved suspensions, report a student course variation (SCV) on PRISMS within 31 days of the request being approved and according to the instructions provided in the PRISMS user guide.
- 2.7 Issue the updated CoE to the student.

## 3 Process student-initiated cancellation of enrolment

- 3.1 Provide Withdrawal Form to students who request to withdraw. Ensure that this is only provided to students who have completed more than six months of their principal course of study. Otherwise the student will need to complete a Release Letter Application Form.
- 3.2 Review Withdrawal Form to ensure all details have been provided.
- 3.3 Notify the student in writing within 5 working days of receipt of application of confirmation of their withdrawal and any refund as application as per RTO Fees and Refunds Policy and Associated Procedures.
- 3.4 Record the student's withdrawal on the SMS.
- 3.5 Report Student Notified Cessation of Studies on PRISMS within 31 days of the withdrawal being processed and according to the instructions provided in the PRISMS user guide.

#### **4 Manage provider-initiated cancellation of enrolment**

- 4.1 Where a student misbehaves (i.e. they contravene the Student Code of Conduct), immediately investigate the incident.
- 4.2 Where the incident is considered serious to warrant further investigation, inform the student in writing of the suspension including the reasons why and the dates from which the suspension applies, as well as their right to appeal the decision within 20 working days of receiving the notice.
- 4.3 Further investigate the student's misbehaviour.
- 4.4 Inform any other relevant agencies of the issue concerning the student such as in the case of fraud or violence.
- 4.5 Where the investigation deems the student can be reinstated, advise the student in writing that their suspension is lifted.
- 4.6 Where the investigation deems the student's behaviour as so serious that they cannot be reinstated, advise the student in writing of the cancellation of their enrolment, including the reasons for the decision.
- 4.7 Record the student's withdrawal on the SMS.
- 4.8 Report provider decision to cease enrolment for disciplinary reasons on PRISMS within 31 days of the withdrawal being processed and according to the instructions provided in the PRISMS user guide.

#### ***Responsibilities***

The Compliance and Operations Manager is responsible for:

- investigating student misbehaviour
- making decisions regarding student misbehaviour and cancellation

- reporting decisions on PRISMS regarding provider-initiated suspension and cancellation.

The Administration and Student Support Officer is responsible for:

- assessing deferral requests and reporting deferrals on PRISMS • assessing suspension requests and reporting suspensions on PRISMS
- processing withdrawals.

## Regulatory Compliance and Governance

Policies and associated procedures in this section:

- Course Transfer Policy and Associated Procedures
- Complaints and Appeals Policy and Associated Procedures
- Critical Incident Policy and Procedure • Health and Safety Policy and Procedure
- Privacy Policy and Procedures.

## Course Transfer Policy and Associated Procedures

### *Purpose of the policy*

This policy and associated procedures ensure that Riverdale does not knowingly enrol an international student who wishes to transfer from another registered provider prior to the international student completing six months of their principle course.

This policy and associated procedures meet the requirements of Standard 7 of the National Code of Practice for Providers of Education and Training to Overseas Students 2018.

## Policy statements

### *Overview*

Riverdale will not knowingly enrol an international student who wishes to transfer from another registered provider's course prior to the student completing six months of his or her principal course except in the case of any of the following circumstances:

- the releasing registered provider or the course in which the student is enrolled has ceased to be registered;
- the releasing registered provider has had a sanction imposed on its registration by ASQA that prevents the student from continuing their principal course at that registered provider;
- the releasing registered provider has agreed to the overseas student's release and recorded the date of effect and reason for release in PRISMS;
- any government sponsor of the student considers the change to be in the student's best interest and has provided written support for that change.

### ***Assessing course transfer requests to other registered providers and circumstances where the transfer request will be granted***

International students who wish to transfer to another registered provider prior to completing six months of their principle course must complete a Withdrawal Form and attach a valid offer from another registered provider.

The outcome of the assessment will be provided within 10 working days of receipt of the form and valid enrolment offer. Where the request is granted, a Letter of Release will be provided. The Letter of Release will advise students to contact the DHA to seek advice on whether a new student visa is required. Refunds will be in accordance with Riverdale's Fees and Refunds Policy and Procedure.

The transfer request will be granted where any of the following circumstances apply:

- The student will be reported because they are unable to achieve satisfactory course progress at the level they are studying, even after engaging with Riverdale's intervention strategy to assist the overseas student in accordance with Standard 8 (Overseas student visa requirements).
- There is evidence of compassionate or compelling circumstances.
- Riverdale fails to deliver the course as outlined in the Offer Letter and Student Agreement.
- There is evidence that the student's reasonable expectations about their current course are not being met.
- There is evidence that the student was misled regarding Riverdale or its course and the course is therefore unsuitable to their needs and/or study objectives.
- An appeal (internal or external) on another matter results in a decision or recommendation to release the student.

### ***Circumstances where the transfer request will not be granted***

A transfer request will not be granted where any of the following circumstances apply:

- There are no legitimate compassionate or compelling circumstances.
- The student has not paid their fees.
- The transfer may jeopardise the student's progression through a package of courses.
- The student has recently started studying the course and the full range of support services are yet to be provided or offered to the student.
- The student is trying to avoid being reported to DHA for failure to meet the provider's attendance or academic progress requirements.

Where the request is not granted, the reasons for non-grant of the request will be communicated in writing using the Refusal of Request for Course Transfer Template. The letter will advise the student that they may access the Complaints and Appeals Policy and Procedure to appeal the decision within 20 working days of receipt of the decision.

Riverdale will not finalise the student's refusal status in PRISMS until the appeal process is complete and either finds in favour of Riverdale or until the 20-working day period in which the student can access the complaints and appeals process has passed.

## **Internal transfer**

Riverdale allows students to transfer to other courses it offers in any of the following circumstances:

- the course better meets the study capabilities of the student; and/or
- the course better meets the long-term goals of the student, whether these relate to future work, education or personal aspirations; and/or
- the student provides evidence that their reasonable expectations about the current course are not being met.

A transfer to another course within the RTO will not be granted in any of the following circumstances:

- The transfer may jeopardise the student's progression through a package of courses.
- The student has recently started studying the course and the full range of support services are yet to be provided or offered to the student.
- The student is trying to avoid being reported to DHA for failure to meet the provider's attendance or academic progress requirements.

International students who wish to transfer to another course must complete an *Internal Course Transfer Application Form*.

The outcome of the student's application for course transfer will be provided in writing within 10 working days of receipt of the form. Where the application is not granted, reasons for such will be provided.

## **Record keeping**

Riverdale will maintain all records of requests for course transfer and documentation associated with the assessment and decision regarding the request. Records will be maintained for a minimum of 2 years following the student's completion or withdrawal from their course.

# Procedures

## 1 Manage transfers in

- 1.1 On receipt of an application from a student that has not completed six months of their principal course of study, check the student on PRISMS following the information about Standard 7 in the PRISMS user guide and to ensure they have been released from the previous provider.
- 1.2 If the check confirms that the student has been released follow the usual procedures for enrolling a student.
- 1.3 If the check confirms that the student has not been released, advise the student in writing and within 3 working days of receipt of their application that it has not been approved.
- 1.4 File all documentation.

## 2 Manage transfers out

- 2.1 Where a student wishes to transfer to another provider before having completed six months of their principal course of study, provide students with Application for Release form.
- 2.2 Acknowledge receipt of completed forms within 3 working days of receipt.
- 2.3 Review and assess the application provided within 10 working days of receipt. For an application to be approved, supporting documentation must demonstrate that compassionate and compelling circumstances exist.
- 2.4 Advise the student in writing of the outcome of their application, including a Letter of Release where the application is approved. If it is not approved, provide the reasons and advise the student of their right to access the complaints and appeals process.
- 2.5 Record approved releases on PRISMS following the information about Standard 7 in the PRISMS user guide.
- 2.6 Record refusals of release on PRISMS following the information about Standard 7 in the PRISMS user guide.
- 2.7 File all documentation and keep for a minimum of 2 years.

## 3 Manage internal course transfers

- 3.1 Where a student wishes to transfer to another course within Riverdale, provide students with Internal Course Transfer Application Form.
- 3.2 Acknowledge receipt of completed forms within 3 working days of receipt.

- 3.3 Review and assess the application provided within 10 working days of receipt. For an application to be approved, supporting documentation must demonstrate that there are appropriate reasons for transferring.
- 3.4 Advise the student in writing of the outcome of their application, including a new Offer Letter and Student Agreement where the application is approved. If it is not approved, provide the reasons and advise the student of their right to access the complaints and appeals process.
- 3.5 Advise the student in writing of any refunds due relevant to their existing course.
- 3.6 Record student course variation on PRISMS following the information on student course variation in the PRISMS user guide.
- 3.7 Record refusals of release on PRISMS following the information about Standard 7 in the PRISMS user guide.

### ***Responsibilities***

The Compliance and Operations Manager is responsible for:

- managing transfers in and out
- managing internal course transfers.

The Administration and Student Support Officer is responsible for:

- filing course transfer documentation.

## **Complaints and Appeals Policy and Associated Procedures**

### ***Purpose of the policy***

This policy and associated procedures outline Riverdale's approach to managing complaints and appeals. This is to ensure that complaints are handled in a transparent way, as well as fairly, efficiently and effectively.

This policy and associated procedures meet the requirements of Standard 6 of the Standards for RTOs 2015, as well as Standard 10 of the National Code of Practice for Providers of Education and Training to Overseas Students 2018.

## **Policy statements**

### ***Approach***

Complaints may be made against the RTO, its trainers and assessors and other staff, a learner of the RTO, as well as any third party providing services on behalf of the RTO including education agents.

Complaints can be in relation to any aspect of the RTO's services provided.

Appeals can be made in respect of any decision made by RTO. An appeal is a request for the RTO's decision to be reviewed in relation to a matter, including assessment appeals.

In managing complaints, RTO will ensure that the principles of natural justice and procedural fairness are adopted at every stage of the complaint process. This means reviewing each complaint or appeal in an objective and consistent manner.

RTO will appoint relevant person/s to manage complaints and appeals.

The internal complaints and appeals process will be conducted at no cost to students.

Potential causes of complaints and appeals will be investigated and corrective and preventative action will be taken in relation to complaint and appeals. Complaints and appeals will also be seen as an opportunity for improvement.

All individuals, including third parties will be informed of allegations made and will have the opportunity to present their case.

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.

RTO encourages complainants to first seek to address the issue informally by discussing it with the person involved. However, if the person is not comfortable with this or has tried this unsuccessfully, they are to follow the procedures below.

All records of complaints and appeals will be kept by the RTO and entered into the complaints and appeals register.

### ***Complaints and appeals process***

Complaints and appeals are to be made as follows:

- Submit complaint or appeal in writing using the complaints and appeals form. The complaints and appeals form outlines the information that should be provided.
- Submit complaint within 30 calendar days of the incident or in the case of an appeal within 30 calendar days of the decision being made.

### ***Response to complaints and appeals***

Complaints and appeals will be responded to as follows:

- The complaint or appeal will be acknowledged in writing within 3 working days of receipt.
- Review of the complaint or appeal will commence within 5 working days of receiving the complaints.
- Complaints and appeals will be finalised as soon as practicable or within 30 calendar days.
- Where the complaint or appeal is complex and is expected to take more than 60 calendar days to process, RTO will write to inform the complainant or appellant of this including the reasons for such. Following this update, regular updates will be provided of progress.
- The outcomes of the complaints and appeals process will be communicated in writing to the person making the complaint or appeals. This will also include the reasons for the outcome.

### ***Complaints and appeals handling***

Each individual involved in the complaint may have a support person of their choice present at any meetings to resolve the complaint or appeal.

An independent assessor will be identified to conduct a review of an assessment decision that is being appealed.

### ***Enrolment during a complaints process***

Domestic students' enrolment will be maintained throughout the complaints and appeals process unless the complaint is in relation to misconduct.

International students' enrolment will also be maintained throughout the internal appeals processes without notifying DET via PRISMS of a change in enrolment status.

Additionally, for international students:

- If the appeal is against the RTO's decision to report the student for unsatisfactory course progress or attendance, the student's enrolment will be maintained until the external process is completed and has supported or not supported the RTO's decision to report.
- If the appeal is against the RTO's decision to defer, suspend or cancel a student's enrolment due to misbehaviour, RTO will notify DET via PRISMS of a change to the student's enrolment after the outcome of the internal appeals process.

### ***Independent appeal process***

Where the internal process has failed to resolve the complaint or appeal, the matter will be referred to an independent mediator.

For domestic students, all associated costs are to be met by the complainant/appellant unless it is RTO that made the decision to appoint the independent party.

The independent party recommended by RTO for cases involving domestic students is the Resolution Institute. However, another mediator of the student's choice can be appointed.

For international students, the external mediator is the Overseas Students Ombudsman (OSO). International students can access the OSO at no cost in relation to matters that cannot be resolved through internal processes. Further information and contact details are included below.

During the mediation process, RTO will cooperate in full and commits to immediately implement the decision or recommendation made by the external mediator and/or take preventative or corrective action required by the decision or recommendation.

All actions taken will be communicated in writing to students.

### ***Information about external bodies to whom complaints can be made***

Complaints can also be made to the organisations indicated below:

#### National Training Complaints Hotline:

The National Training Complaints Hotline is a national service for consumers to register complaints concerning vocational education and training. The service refers consumers to the appropriate agency/authority/jurisdiction to assist with their complaint. Access to the Hotline is through:

Phone: 13 38 73, Monday–Friday, 8am to 6pm nationally

Email: [ntch@education.gov.au](mailto:ntch@education.gov.au)

#### Australian Skills Quality Authority (ASQA):

Complainants may also complain to the RTO's registering body, Australian Skills Quality Authority (ASQA). It is important to understand that ASQA does not act as an advocate for individual students

and is not responsible for resolving disputes between students and training providers. ASQA only uses information from all complaints as intelligence to inform regulatory activities. More information can be found at: <https://www.asqa.gov.au/complaints>

### The Overseas Student Ombudsman (OSO)

International students may complain to the OSO about a range of circumstances including:

- being refused admission to a course;
- course fees and refunds;
- being refused a course transfer;
- course progress or attendance; • cancellation of enrolment;
  
- accommodation or work arranged by the RTO;
- incorrect advice given by an education agent;
- taking too long in certain processes such as issuing results; and/or
- not delivering the services indicated in the Offer Letter and Student Agreement.

More information can be found at: <http://www.ombudsman.gov.au/making-a-complaint/overseas-students#quality-of-education-provider>

# Procedures

## 1 Process complaints and appeals

- 1.1 File the complaints and appeals form received.
- 1.2 Send out an acknowledgement within 3 working days of receiving the complaint or appeal.
- 1.3 Record details of the complaint or appeal on receipt on the complaints and appeals register.
- 1.4 Determine whether the complaint or appeal can be resolved quickly and easily. If so, take immediate action to resolve the complaint or appeal and inform the student in writing of the outcome.
- 1.5 If the complaint is more complex, organise relevant staff to review the complaint and commence investigation.
- 1.6 Inform the complainant or appellant within 5 days of receiving the complaint that the investigation will commence or of the action that will occur in the case of simple complaints.
- 1.7 Conduct an investigation that includes:
  - checking of all facts and accuracy of information
  - requesting further information as required
  - organising a meeting with the complainant/appellant
  - identifying relevant corrective/preventative action
  - confirming a solution.
- 1.8 Where the matter is an appeal about an assessment decision, the investigation process will include an independent review of the assessment evidence and decision by another assessor. A relevant independent assessor should be organised.
- 1.9 The investigation will be completed within 30 days, or if it is considered that it will take longer than 60 calendar days to process, RTO will write to inform the complainant or appellant of this including the reasons for such. Following this update, regular updates will be provided of progress.
- 1.10 Where the process finds in favour of the student, organise a management meeting to discuss:
  - the process and its outcome; and
  - actions to be taken to implement the decision, including both corrective/preventative actions.
- 1.11 Following the meeting, agreed actions will be immediately implemented.
- 1.12 Update the complaints and appeals register.
- 1.13 Once the investigation is complete, the complainant or appellant will be informed in writing of the outcome using the complaints and appeals outcome letter. Where the response is in relation to a complaint, the letter will advise that the internal appeals process may also be accessed.
- 1.14 Archive the complaint or appeal documentation.

## 2 Organise external appeals

- 2.1 In cases where the student has organised the mediator, it will be responding to the mediator's requests.
- 2.2 Cooperate with all requirements of the mediator, providing all information as required.
- 2.3 Where the mediator finds in favour of the student, organise a management meeting to discuss:
- the external process and its outcome; and
  - actions to be taken to implement the decision, including both corrective/preventative actions.
- 2.4 Following the meeting, agreed actions will be immediately implemented.
- 2.5 Advise the student of the action that RTO will take in response to the external mediator's decision.
- 2.6 Where the external mediator support RTO decision's regarding international students, for example, in relation to cancellation, notify DET via PRISMS.

### ***Responsibilities***

The CEO is responsible for:

- investigating complaints and appeals
- making decisions about complaints and appeals in conjunction with others.

The Compliance and Operations Manager is responsible for:

- investigating complaints and appeals.
- making decisions about complaints and appeals in conjunction with others
- facilitating external decisions.

The Administration and Student Support Officer is responsible for:

- processing complaints and appeals forms
- filing all documentation.

## **Critical Incident Policy and Associated Procedures**

### ***Responsibilities***

This policy and associated procedures outline Riverdale's approach to managing critical incidents.

This policy and associated procedures meet the requirements of Standard 6 of the National Code of Practice for Providers of Education and Training to Overseas Students 2018.

# Policy statements

## *Approach to critical incidents*

Riverdale is committed to the health and safety of staff and students. This includes having measures in place to ensure the safety of staff, students and visitors in the event of a critical incident.

At the time of the critical incident, a critical incident team will be established to manage the critical incident. The make-up of the team will depend on staff availability at the time of the incident.

Staff will be trained in the management of critical incidents and students will also receive information about critical incidents management. This will include how to seek assistance for and report a critical incident.

All staff will receive induction into their role which will include information about health and safety, as well as critical incidents. Training and updates to information will be provided to staff on a regular basis.

Post-incident support will be provided to all persons involved in the critical incident.

Riverdale's response to critical incidents will be evaluated following each critical incident. Any improvements identified will be implemented as required.

All records of critical incidents will be filed.

## Procedures

### **1 Respond to a critical incident**

- 1.1 Immediately call the emergency services on 000 in the event of death or an immediate threat to the life of a person or to property.
- 1.2 Action evacuation procedures if required.
- 1.3 Immediately report incident to a member of the RTO management team.
- 1.4 Establish a Critical Incident Team who will meet immediately following the incident to assess the facts of the situation, who has been affected and discuss the priorities and actions to be taken. Roles and responsibilities will be allocated.

1.5

Assess required actions which may include but are not limited to:

- alerting emergency contacts
- nominating a member of the Critical Incident Team to be a main point of contact
- liaising with external agencies, including emergency services
- issuing a media release advising of the situation
- informing all staff and students of the critical incident situation
- regularly updating all staff and students of the critical incident situation
- organising emergency counselling for those affected
- providing details of support services that can be provided
- seeking legal advice
- assisting students with insurance claims.

1.6 Document all actions in a critical incident action plan.

1.7 Implement the critical incident action plan.

1.8 Adjust the critical incident action plan as required.

## **2 Evaluate critical incidents**

2.1 The Critical Incident Team formed for the specific critical incident will meet as soon as possible after the critical incident to complete all of the following actions.

2.2 Review the actions taken and perceived effectiveness of the response.

2.3 Identify any recommendations for improvement.

2.4 Action recommendations for improvement.

### ***Responsibilities***

The CEO is responsible for coordinating the critical incident response.

The Compliance and Operations Manager is responsible for assisting with the critical incident response.

All staff are responsible for calling emergency services as required in the event of a critical incident and notifying the management team.

# Health and Safety Policy and Associated Procedures

## ***Purpose of the policy***

This policy and associated procedures outline Riverdale's approach to managing health and safety of all staff, students, contractors and visitors.

This policy and associated procedures meet the requirements of Clause 8.5 of Standard 8 of the Standards for RTOs 2015 that requires RTO to comply with Commonwealth, State and Territory legislation and regulatory requirements relevant to its operations, as well as Standard 6.9 of the National Code of Practice for Providers of Education and Training to Overseas Students 2018.

## **Policy statements**

### ***Compliance with legislation***

Riverdale meets the requirements of the Occupational Health and Safety Act 2004 (Vic) and complies with all other relevant legislation, regulations, codes of practice, advisory and best practice standards.

### ***Organisation responsibility and commitment***

Riverdale is committed to:

- providing a safe and healthy environment for all staff, students, contractors and visitors and others during their participation in activities with Riverdale
- implementing effective risk management systems that are relevant and suitable for the organisation's scope of business
- promoting workplace health and safety at all times
- continuously improving performance in relation to health and safety
- encouraging active participation, cooperation and consultation with all staff and others in the promotion and development of measures to improve health and safety
- actively responding to, recording and investigating all incidents
- maintaining relevant policies, procedures, training, codes of conduct and systems to support and communicate effective health and safety practices throughout the organisation
- routinely conducting checks of the work environment to assess risks, identify hazards and identify areas for improvement
- taking immediate response to reduce the risk of identified workplace hazards
- providing appropriate induction, training, information and updates to staff, students and others on a regular basis about workplace health and safety.

### ***Staff responsibility***

All staff including managers have a responsibility to work safely, take all reasonable care for their own health and safety and always consider the health and safety of others who may be affected by their actions.

When staff are undertaking work from home or at an off-site location, the staff member is responsible for ensuring the environment they enter into is free from risk and occupational health and safety hazards.

### ***Health and safety consultation and communication***

Health and safety consultation and communication will be carried out as follows:

- Team meetings (where work health and safety is always an agenda item).
- One off meetings to discuss health and safety issues arising.
- Briefing sessions on new health and safety requirements/information.

Records of all meetings will be kept and action plans to address issues will be drawn up as required.

Follow up of actions to be taken will occur through regular team meetings.

### ***Reporting***

All staff, and others are required to report any identified workplace hazards and associated risks as soon as they become aware of them.

All staff, and others are required to report any incident that causes harm to a person during their participation in work and/or training activities with Riverdale.

### ***Record keeping***

Appropriate records of the organisation's risk management strategy, workplace hazards and workplace injuries will be accurately maintained at all times.

## **Procedures**

### **1 Manage work health and safety management system**

- 1.1 Identify and action WHS issues on an ongoing basis.
- 1.2 Consult with staff on WHS issues.
- 1.3 Action WHS issues as required.
- 1.4 Provide training to staff on WHS issues as required.
- 1.5 Ensure all visitors sign in and out on the Visitor Register.
- 1.6 Keep all health and safety records.

### **2 Conduct workplace inspections**

- 2.1 Inspect the workplace for hazards and risks
- 2.2 Control hazards and risks using selected control methods or report hazards and risks.

### **3 Respond to incidents**

- 3.1 Report any incidents using the Workplace Incident Form.
- 3.2 Submit Workplace Incident Form to relevant Manager.
- 3.3 In the case of an injury, the first person in attendance must contact the First Aid Officer or emergency services in the case of a serious injury.

#### ***Responsibilities***

The CEO is responsible for overall health and safety management.

The Compliance and Operations Manager is responsible for ensuring health and safety at all times and consulting staff on WHS.

All staff are responsible for identifying and reporting health and safety issues and incidents and applying safe work practices at all times.

## **Privacy Policy and Associated Procedures**

#### ***Purpose of the policy***

This policy and associated outline Riverdale's approach to ensuring the privacy and confidentiality of all of its staff, students and relevant others.

This policy and associated procedures meet the requirements Clauses 3.6 and 8.5 of the Standards for Registered Training Organisations 2015, Standard 3 of the National Code of Practice for Providers of Education and Training to Overseas Students 2018, as well as the Data Provision Requirements 2012 and National VET Provider Collection Data Requirements Policy.

## **Policy statements**

#### ***Privacy legislation and principles***

Riverdale has adopted the Australian Privacy Principles contained in the Privacy Act 1988.

### ***Collection of personal information***

Riverdale collects personal information only for the purposes of its business operations.

Riverdale also collects personal information about students undertaking nationally recognised training and discloses this information to the National Centre for Vocational Education Research Ltd (NCVER).

Riverdale provides information to staff and students about why their information is being collected and how it will be used, as well as their ability to access information held about them.

Both staff and students have the right to request that their personal information be changed.

A Privacy Notice is included in the Application for Enrolment Form and Offer Letter and Student Agreement.

Staff contracts refer to privacy rights and obligations.

All personal information is kept secure and confidential at all times.

All persons have the right to make a complaint or appeal in relation to privacy matters as per the RTO Complaints and Appeals Policy and Procedures.

### ***Sensitive information***

Riverdale also collects sensitive information. Sensitive information is defined in the Privacy Act to include information or opinion about such things as an individual's racial or ethnic origin, political opinions, membership of a political association, religious or philosophical beliefs, membership of a trade union or other professional body, criminal record or health information.

Sensitive information will only be used by Riverdale:

- for the primary purpose for which it was obtained
- for a secondary purpose that is directly related to the primary purpose
- with an individual's consent; or where required or authorised by law.

## **Procedures**

### **1 Manage personal information**

- 1.1 Process all personal information according to the relevant procedures.
- 1.2 Archive personal information according to the relevant procedures.

### **2 Provide access to records**

- 2.1 Review written requests for access to records.
- 2.2 Arrange for the individual to view their personal information as requested.

2.3 Update personal information according to any requests made.

2.4 Keep all documentation relating to access to records.

### **Responsibilities**

The Compliance and Operations Manager is responsible for ensuring privacy at all times and consulting staff on WHS.

The Administration and Student Support Officer is responsible for processing all personal information and providing access to records as required.

## **Approvals and document control**

This set of policies and procedures has been purchased under a licence agreement with RTO Works and has been reviewed and customised to suit the RTO's specific requirements.

Version number:	V1.0
Status:	Approved
Approved by:	CEO
Approval date:	4/12/20
Review date:	On or before 4/12/21