

CONSUMER PROTECTION POLICY



Date of Implementation: 12 March 2025

Authorisation: Chief Executive Officer

PURPOSE

Lead Institute maintains compliance with the national Competition and Consumer Act 2010 and associated Australian Consumer Law (ACL) requirements as specified in the Act and enacted in various state legislation across Australia. The ACL protects clients and ensures fair trading in Australia. Under the ACL clients have the same protections, and businesses have the same obligations and responsibilities, across Australia.

POLICY

This policy outlines Lead Institute's policy on consumer protection rights.

Consumer Protection

AUSTRALIAN CONSUMER LAW

Lead Institute has implemented this *Consumer Protection Policy and Procedure* and aligned a designated *Consumer Protection Officer*.

Lead Institute Consumer Protection Officer

Karen Powell

compliance@leadinstitute.edu.au

1300 170 895

GUARANTEE

As a course services provider, Lead Institute supplies services and guarantees that these services will be:

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

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

CONSUMER PROTECTION STRATEGY

Lead Institute Obligations

Lead Institute ensures it:

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

CLIENT RIGHTS AND OBLIGATIONS

Lead Institute clients have the right to:

- Expect that the quality of your training meets the standards, regulations and requirement set down by the Australian Skills Quality Authority (ASQA) and relevant government subsidy body (where applicable);
- Be informed about the collection of personal information and be able to review and correct that information; and
- Access Lead Institute's consumer protection complaints and appeals process.

Clients' obligations include:

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

CESSATION OF DELIVERY

Cessation of Delivery If Lead Institute, or a third party delivering training and assessment on Lead Institute's behalf, closes or ceases to deliver any part of the training product that a student is enrolled in, a number of options will be available to the student including:

- Refund of course fees paid; and/or
- Continued delivery of services with alternate Lead Institute services delivery personnel (where applicable); and/or
- Supported transfer of the student enrolment to an alternate RTO for completion of services delivery (where applicable).

Clients' obligations include:

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

PUBLICLY AVAILABLE

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

COOLING OFF PERIOD

Clients have 10 business days to change their mind and cancel the Course Fees Agreement. During the cooling-off period Lead Institute does not provide any services or accept any payment.

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

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

COURSE FEES AGREEMENT

Lead Institute's Course Fees Agreement is transparent – expressed in plain language, legible and clear - and clearly states:

- The client's cooling-off and termination rights;
- The full terms of the agreement;
- The total fees payable, including fees for all additional items;
- Lead Institute
 - Business name
 - Australian Business Number (ABN) or Australian Company Number (ACN); and
 - Email address, where they have these.

The Course Fees Agreement front page is signed by the client and includes the date it was signed.

PROVISION OF THE WRITTEN AGREEMENT

When a Lead Institute representative negotiates a consumer agreement:

- The representative informs the client of their termination rights before the agreement is made;
- The client is given a written copy of the agreement; and
- Both parties sign the agreement and any amendments.

Information about termination rights is provided to clients by Lead Institute in writing and is:

- Attached to the agreement;
- Transparent – expressed in plain language, legible and clear, and
- The most prominent text in the document, other than the text setting out Lead Institute name and logo.

If negotiated in person, the written copy of the agreement is provided to the client immediately after it is signed. If negotiated by telephone, the written copy is provided to the client:

- In person, by post, or electronically (if the client agrees); and
- Within five business days of the agreement occurring.

CONSUMER PROTECTION COMPLAINTS

If an individual feels that Lead Institute or one of its third party representatives has breached its obligations in the undertaking of marketing and sales activities, they may raise a complaint. We encourage individuals to discuss the situation with their Lead Institute representative in the first instance, before making a complaint.

The complaints handling process is as follows:

- The individual should make the complaint including as much detail about the issue as possible, in writing to Lead Institute:

Lead Institute Complaint and Appeal Officer

Karen Powell

compliance@leadinstitute.edu.au

1300 170 895

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

Jurisdiction	Contact Details
Australian Capital Territory	ACT Office of Regulatory Services 02 6207 3000 fair.trading@act.gov.au
New South Wales	NSW Office of Fair Trading 13 32 20 www.fairtrading.nsw.gov.au
Northern Territory	NT Consumer Affairs 1800 01 93 19 consumer@nt.gov.au
Queensland	QLD Office of Fair Trading 13 74 68 www.fairtrading.qld.gov.au/lodge-your-complaint
South Australia	SA Office of Business and Consumer Services 13 18 82 www.cbs.sa.gov.au
Tasmania	TAS Consumer Affairs & Fair Trading 1300 65 44 99 www.consumer.tas.gov.au
Victoria	Consume Affairs Victoria 1300 55 81 81 www.consumer.vic.gov.au
Western Australia	WA Department of Commerce 1300 30 40 54 www.commerce.wa.gov.au

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

Australian Skills Quality Authority
www.asqa.gov.au
 Phone: 1300 701 801

PUBLICATION

This policy is available through publication on the website, www.leadinstitute.edu.au and in summary within the Student Handbook.

RELATED DOCUMENTS

SUPPORTING DOCUMENT Student Handbook

SUPPORTING DOCUMENT Course Fee Agreement

ASSOCIATED POLICIES AND PROCEDURES

POLICY AND PROCEDURE Commitment to All Legislative and Regulatory Requirements

POLICY AND PROCEDURE Access and Equity

POLICY AND PROCEDURE Fees Charges and Refunds

RESPONSIBLE OFFICER

The **responsible officer** for the implementation and training for this Policy and Procedure is the Chief Executive Officer and Operations and Quality Assurance Manager.

VERSION HISTORY		
VERSION	DATE	DESCRIPTOR
V1.0	10 February 2024	Newly developed policy
V2.0	12 March 2025	Annual review conducted

Authorised by

Title: Operations and Quality Assurance Manager

Date: Authorised: 12 March 2025

