



# Student Handbook

*Harcourts Real Estate Training Centre is a Registered Training Organisation (RTO# 31139).*

*We are committed to high standards in the provision of nationally recognised training and assessment services for people in the Australian Real Estate Sector.*

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# Harcourts Real Estate Training Centre

Our Registered Training Organisation is powered by Harcourts; a global company and one of Australia's top real estate groups.

Welcome to Harcourts Real Estate Training Centre (HRETC)!

The HRETC team is proud to welcome you on board. We trust that you will find the time we share challenging, rewarding and fun.

We aim to equip you with the knowledge, skills and confidence you need to enter the workforce or further studies.

During your time with us, you will be exposed to a variety of experiences and challenges. Our offering is unique. We have all the benefits of online delivery, coupled with support and added value that is second to none.

All students who enrol with HRETC will be given a copy the Student Handbook. A copy of the Handbook is provided in the Student Portal as part of the course enrolment. Prior to enrolment a prospective student can obtain a copy of the Student Handbook on the HRETC website at <https://www.realestatetrainingcentre.com/>

Upon enrolling you have rights and responsibilities, most of which are outlined in this student handbook. You are welcome to ask us for further information if you have questions that are not covered in this handbook.

The quality of your experience at HRETC depends largely on your motivation and commitment. We feel that we have in place an ideal learning environment to promote flexibility that is self-assured although creates growth development. Meet the challenge and we will do our very best to ensure that the benefit to you exceeds your expectation.

BEST OF LUCK!



Irene Green  
Chief Executive Officer  
Harcourts Real Estate Training Centre

## Meet the Team

### **Irene Green**

Chief Executive Officer

Irene Green is the Director of Professional Development and HRETC's CEO. She drives our focus on Learning, Leading and Culture across the group.

### **Ray Brincat**

National Performance Coach

Ray is responsible for student learning progress, success and job opportunity placement. Industry expert and Influencer Ray facilitates National Accelerate Study groups and provides individual coaching and support to ensure our students succeed.

### **Nadine Catkey**

Online Learning Manager

Nadine builds and improves our website and online student portal. Her goal is to make sure our online experience is world class.

### **Kate Venardos**

National Operations Administrator

Kate manages our RTO ensuring we deliver a quality, compliant nationally recognised offering. Her goal is for us to be the first choice by the real estate industry in Australia. Kate is also here to help and guide you every step of the way!

### **Pamela Okauchi**

Student Experience Administrator

Responsible for student enquiries and enrolments Pamela plays a crucial role in helping students make informed decisions about their career and required studies. She also helps deliver an outstanding student experience and is dedicated to offering assistance throughout the student learning journey.

### **Shawn Yu**

Marketing and Product Design Manager

Responsible for Marketing & Communications development, delivery, measurement and compliance. Shawn drives awareness and gathers student testimony to share with others considering furthering their studies or starting a career in real estate.

### **Yash Gor**

Learning and Development Multimedia Specialist

Responsible for the production of interactive multimedia assets to improve the learner experience including animations, and videos. Yash continues to build a library of industry expert podcasts, interviews and webinars utilized in HRETC training online.

## Acronyms and Definitions

For your reference:

USI	Unique Student Identifier
SOA	Statement of Attainment
LLN	Language, Literacy and Numeracy
HRETC	Harcourts Real Estate Training Centre
RPL	Recognition of Prior Learning
CBS	Consumer and Business Services
RTO	Registered Training Organisation
AQTF	Australian Quality Training Framework
NVETR Act	National Vocational Education and Training Regulator Act 2011
VET	Vocational Education and Training
Privacy Act	Privacy Act 1988 (Cth)
NCVER	National Centre for Vocational Education Research Ltd
DESE	Australian Government Department of Education, Skills and Employment
APP	Australian Privacy Principles
ASQA	Australian Skills Quality Authority
NBD Scheme	Notifiable Data Breaches Scheme
AIC	Australian Information Commissioner
BLA	Business Licencing Authority

## **Enrolment Requirements**

The following information forms part of the Enrolment Terms and Conditions. Any reference to Course Expiry Dates is subject to any mandatory Government training package end dates.

### **Unique Student Identifier Requirements**

It is an Australian Government requirement that all students undertaking nationally recognised training MUST have a USI. Your USI must be provided to us on enrolment as we cannot issue you with your SOA without a verified USI. If you wish to check your USI or do not have one, it is a simple matter to create a USI at [www.usi.gov.au](http://www.usi.gov.au) or contact our Student Experience Team on 1300 024 401 for assistance.

### **Language, Literacy and Numeracy Requirements**

To be able to complete this course you must have proficiency in English and numeracy at Australian Year 10 level or equivalent. For further information on LLN requirements or if you have any questions or need further assistance please contact our Student Experience Team on 1300 024 401.

Students may be asked to provide evidence of their English proficiency if an issue is identified after enrolment. HRETC may also require students to satisfactorily complete an LLN screening tool before commencing or continuing their course.

### **Technology Requirements**

HRETC requires students to access their online course and assessments via their online Student Portal.

To complete your course, you must have access to the following:

- Email address.
- Computer or Tablet.
- Word Processor (e.g., Microsoft Word, Google Docs).
- Internet connection fast enough for watching online videos.
- The latest version of Google Chrome, Mozilla Firefox, Microsoft Edge or Apple Safari.
- Adobe Acrobat Reader (Free).
- Smart Phone that can record and upload video.
- A smartphone app that can scan paper forms to PDF - E.g. Adobe Scan (Android and iOS) or Microsoft Office Lens (Android or iOS); and
- Printer
- Scanner- to scan multiple pages into one document

### **Recognition of Prior Learning**

HRETC offers RPL to all students. RPL is an assessment process that recognises your current skill and knowledge gained from previous education and training and work and life experience. If you believe you have any of the skill or knowledge covered in this course, you should contact our Student Experience Team on 1300 024 401. Further information on RPL can be found on our website.

### **Completion**

When students successfully complete all assessments and requirements in their course, they will be issued with a Statement of Attainment (SoA) or Qualification listing each completed unit. A copy of this document is required by the Licencing Authority when you apply for your required licence.

## **Learning and Assessment**

Courses are delivered and assessed online, and training and assessment are undertaken by logging onto the Student Portal. The Student Portal is where all your learning materials, resources, discussion forums, support and assessments are located. Everything you need to complete your course is in the Student Portal. All materials and support are included in the cost of the course.

HRETC aims to provide assessment results as soon as possible. All assessments will be marked and result available to students within five (5) business days after submission.

## **Course Fees**

Course fees may vary depending on various factors (including but not limited to your prior professional experience, existing qualifications, prior studies, your mode of study, any arrangements we have with your organisation and any applicable promotions or offers).

Course fees include:

- Online access to all course materials (including assessments and industry forms, announcement and support forums)
- Free access to our Online Accelerate Study Workshops. Dates and bookings can be found [here](#)
- Access to personal, one-on-one assessor support, mentoring or coaching.

To confirm the course fee for your course, please contact Student Experience Team on 1300 024 401 or [help@realestatetrainingcentre.com](mailto:help@realestatetrainingcentre.com)

## **Payment Plan Terms and Conditions**

If you are paying your course fees in instalments under a payment plan, the following terms and conditions will apply. HRETC will advise you before you enrol into your Course:

- the number of instalments you have to pay.
- the amount of each instalment, and the total amount of the instalments; and
- the date on which each instalment becomes due and payable.
- After you have paid your first instalment, you will be granted full access to your Course in the Student Portal (Moodle)
- If you need to revise your payment plan, you will need to contact the Student Experience Team on 1300 024 401 or email [help@realestatetrainingcentre.com](mailto:help@realestatetrainingcentre.com)

You must have paid all your instalments before we issue your SOA. Notwithstanding any other provisions in the Enrolment Terms and Conditions, if any instalment remains overdue and unpaid for more than 7 days, HRETC will automatically suspend your enrolment in your course until you have paid all outstanding instalment(s). To be reinstated into your course, you must pay all outstanding and overdue instalments. If your enrolment remains suspended for more than 3 months and during this time you have not made contact with HRETC, and unless you notify us of any extenuating circumstances, your enrolment will be terminated by HRETC and we will issue you with a SOA for any Units of Competency you have successfully completed up to the date of termination. Please refer to “What happens if my enrolment is terminated?” above.



### **Other Fees and Charges**

The following additional fees and charges are payable in relation to your course if you request any of these:

- Re-issue Electronic Copy SOA or Qualification - \$20 (inclusive of GST)
- Re-issue Hard Copy SOA or Qualification - \$40 (inclusive of GST and postage and handling)
- Re-sitting of assessment where three attempts have previously been made - \$50 (inclusive of GST)
- RPL Learning for a full qualification - \$100 (inclusive of GST)
- RPL for a group of units of competency - \$30 (inclusive of GST)
- Enrolment Re-activation fee- reactivate your enrolment after the Deferral Period- \$100 (inclusive of GST)
- Photocopies of your assessments- \$20 (inclusive of GST)

### **EZYPAY Payment Plan**

Harcourts Real Estate Training Centre has organised a payment plan with Ezypay to assist students to spread their course payments over a period of time. Ezypay is a subscription payment option that enables you, to create recurring direct debit payments. For more information, refer to our Ezypay payment option via our website or contact our Student Experience Team.

<b>Plan:</b>	<b>Instalment Amount:</b>
Weekly	\$50
Fortnightly	\$100
Monthly	\$200



## **Refund Policy**

Harcourts Real Estate Training Centre (HRETC) is committed to providing a fair and equitable refund policy for all students undertaking nationally recognised training and assessment.

When you request a refund, it must be made in writing (email) to the Student Experience Team. All requests should be emailed to [help@realestatetrainingcentre.com](mailto:help@realestatetrainingcentre.com)

- A full refund is only available within a 10 day cooling-off period. A cooling-off only period applies to students who have not accessed their student portal or completed any assessments or units of competency.

You will not be entitled to a refund if.

- You fail to complete all or any part of your course by the Course Expiry Date (unless prior arrangements have been made with HRETC); or
- HRETC terminates your enrolment on the grounds of misconduct.

For students who fall ill or are injured to the extent that they can no longer continue with their training and assessment. These refunds require the student to provide a supporting Medical Certificate/s to HRETC.

For students who can no longer undertake the course due to compassionate grounds or extenuating circumstances, these refunds are considered on a case-by-case basis and require supporting documentation. These refunds are at the discretion of the HRETC CEO or RTO Operations Administrator and may be negotiated on an individual case-by-case basis.

A SOA will be provided to the student for all Units of Competency that have successfully completed if they withdraw from the training. The issued Units of Competency on the SoA will be deducted from the total amount being refunded.

All written requests for refunds will be actioned within 14 days of receipt and will be paid to the payer, by the same method as the initial payment was made.

*\*Please note: No refunds apply to those students who have signed up to a Payment Plan with EzyPay*

## **Third Party Payments**

Harcourts Real Estate Training Centre cannot be involved in refund disputes where the payment for the course is made on behalf of the student, by a third party. Where a third party has paid some, or all, of a student's course fees, the above refund policy will apply.

## **Course Duration and Expiry**

You must submit all assessments before the Course Expiry Date (for your Course duration.)

Your course enrolment begins on the day you make your course payment (Course Start Date) and remains current for the Course Duration. The Course Duration is the length of time (starting on your Course Start Date) that we allocate to you for the completion and submission of all your Course assessments.

Please refer to the Course Timetable section below to be familiar with your selected course. Unless prior arrangements have been made with HRETC, we will not accept any assessments submitted after the Course Expiry Date. Unless you have been granted an extension or prior arrangements have been made with HRETC, after the Course Expiry Date, your enrolment will be terminated by HRETC and we will issue you with a SoA for any Units of Competency you have successfully completed up to the Course Expiry Date.

Please note: as long as you have submitted all your course assessments on or before the Course Expiry Date, your course and your enrolment will remain open for a further period of one (1) month for you to send to us any resubmissions and for us to finalise your course and issue your SOA.

### **Course Timetable:**

State	Course	Units of Competency	Course Duration
Queensland	Sales Registration	13*	12 months
Queensland	CPP41419 Certificate IV in Real Estate Practice	19	18 months
New South Wales	Assistant Agents	6*	6 months
New South Wales	CPP41419 Certificate IV in Real Estate Practice	18	18 months
Victoria	CPP41419 Certificate IV in Real Estate Practice	18	18 months
South Australia	Property Management Registration	13	12 months
South Australia	Sales Representative Registration	19	18 months
South Australia	Sales & Property Management Registration	27	24 months
South Australia	CPP41419 Certificate IV in Real Estate Practice	28	24 months
Western Australia	Restricted Sales Registration	13	12 months
Western Australia	Restricted Property Management Registration	12	12 months
Western Australia	Unrestricted CPP41419 Certificate IV in Real Estate Practice	18	18 months
Tasmania	Property Representative Registration	6*	8 months
Tasmania	CPP41419 Certificate IV in Real Estate Practice	18	18 months
Micro Course	Strategic Business Planning	1	6 months
Micro Course	Business Broking	1	6 months
Micro Course	Trust Accounting	2	6 months
Micro Course	Auctioneering	3	6 months
Micro Course	Commercial Sales & Leasing	5	6 months

\*Course has an additional Unit of Competency not required for licensing.

## **Employment opportunities**

At any point during your studies with HRETC, would you like to be considered and notified of employment opportunities within Harcourts? We now have a section on the enrolment form for all students to opt-in opportunities to be contacted for employment. For students who have opted in, a report will be pulled monthly through our Student Management System and provided to our state CEO's and the Harcourts network.

**Please note:** HRETC makes no warranty, representation or promise of any employment opportunities with Harcourts. Harcourts may in its absolute discretion elect to contact or not contact a potential candidate or take steps to provide any employment opportunities.

## **Course Extensions**

If you need to extend your Course Duration, you may apply to HRETC for an extension. Subject to Government stipulations as to course availability periods, you are entitled to a maximum of two (2) extensions and your total Extension Period cannot exceed six (6) months. All applications for an extension must be made in writing and outline the reasons why an extension is needed. You must apply for an extension seven (7) days before the Course Expiry Date. Applications for an extension must be emailed to [help@realestatetrainingcentre.com](mailto:help@realestatetrainingcentre.com)

A fee of \$100 (inclusive of GST) will apply for a three (3) month extension period.

If HRETC approves your application for an extension, HRETC will advise you in writing of your new Course Expiry Date. Please note -Payment for the extension application must be paid within 48hrs (2 days) of HRETC's written approval. Once payment has been processed, the Extension Period will be added to your original Course Expiry Date. If you have not submitted all your assessments by the new Course Expiry Date (and unless you have applied for and we have approved a further extension) your enrolment will be terminated by HRETC and we will issue you with a SOA for any Units of Competency you have successfully completed up to the new Course Expiry Date.

## **Deferring Your Course**

If you need to defer your course, you may apply to HRETC for a maximum of six (6) months (subject to Government stipulations as to course availability periods). All applications for a deferral must be made in writing and outline the reasons why a deferral is needed and the period for which you wish to defer your course. You must apply for a deferral not later than 30 days before your Course Expiry Date.

Applications for a deferral must be emailed to [help@realestatetrainingcentre.com](mailto:help@realestatetrainingcentre.com) for HRETC to reserve the right (acting reasonably) in its sole and absolute discretion to either approve or deny a request for a deferral. If you are applying for a deferral due to medical grounds, HRETC may require the Student to provide suitable supporting evidence from a medical professional. If your request for a deferral is approved, HRETC will notify you in writing of the approval and the period for which your course is deferred (Deferral Period). Your enrolment in the Course is suspended for the Deferral Period. Please Note – During the Deferral Period, Government regulators and licensing authorities could change the training package and training requirements. When you re-activate your Course, HRETC will enrol you into the most current version of the Course you were previously completing. In some cases, this could be different from the Course you were previously completing, and you may have to re-attempt certain assessments or complete additional assessments in order to meet current training and licensing requirements. The maximum allowed Deferral Period is six (6) months.

If you wish to reactivate your enrolment after the Deferral Period, an Enrolment Re-activation fee of \$100 (inclusive of GST) is payable at the time you wish to re-activate your Course. After your enrolment has been re-activated, the amount of time available for you to complete the course will be the time that is remaining in your Course Duration immediately prior to the deferral taking effect. After your enrolment has been re-activated, HRETC will notify you in writing of your remaining Course Duration and the new Course Expiry Date.

**Case Study:**

You are 2 months into a 6-month course. You ask for a 6-month Deferral Period. When you re-activate your course after the Deferral Period, you will have 4 months left to complete your course (6 months minus 2 months).

If you have not requested a re-activation of your enrolment within one (1) month of your Deferral Period ending, your enrolment will be terminated by HRETC and we will issue you with a SOA for any Units of Competency you have successfully completed as at the enrolment termination date. If you have not submitted all your assessments by the new Course Expiry Date after re-activating your Course, your enrolment will be terminated by HRETC and we will issue you with a SOA for any Units of Competency you have successfully completed up to the new Course Expiry Date.

**What Happens If My Enrolment Is Terminated?**

Subject to the above, if your enrolment is terminated, HRETC will issue you with a SOA for any Units of Competency you have successfully completed up to the date of termination. If you wish to complete your Course after your enrolment has been terminated, you will need to re-enrol in your course and pay the course fee which is current at the time of re-enrolment. Please Note – Government regulators and licensing authorities may change the course syllabus and training requirements from time to time. If you are re-enrolling into a Course, HRETC will enrol you into the most current version of the Course you were previously completing.

## **Student Learning and Support**

This course offers students a unique experience of online learning that is fully supported by a coach and our Student Experience Team. Our students have 24/7 access to their course and the support they need to complete their studies where and when it suits them.

### **Student Portal Link:**

<https://realestatetrainingcentre.app.axcelerate.com/learner/>

### **Study When it Suits – everything is online**

Students study when and where they like, as long as they have their computer and an internet connection. This allows students to tailor their training time to suit their lifestyle, family, and employment commitments.

### **Personal Support**

Students are guided through their studies with high-level support from a qualified assessor, maximising chances of success. Your Assessor will send you an email on enrolment outlining their support and contact details.

### **Flexible Learning Support**

The Student Experience team and our assessors provide advice and support for each student based on their needs and experience. Students will be supported by scheduled Face-to-Face tutorials (Zoom), invitations to scheduled workshops, one on one in office assistance and webinars by appointment. Assessment support is available from your nominated assessor who will post support and availability in the support forum within your student portal.

### **Full Access to Resources**

Detailed course materials with links to external resources, real estate documentation, examples of current practices, online discussion forums, live chat, quizzes and assessments.

### **Experienced Real Estate Coaches**

All our coaches are highly qualified but more importantly, they are licensed real estate agents with years of industry experience.

### **Feedback – Every Step of the Way**

All assessments are conducted online to allow assessors to provide students with detailed feedback on all assessments. Some quizzes are auto marked, with instant feedback. Assessors provide detailed feedback allowing students to learn from what they have completed correctly and where there is room for improvement. Our assessors are available to discuss their feedback and answer questions.

### **Access to Coach and Assessor Support and Assistance**

Please note that our coaches and assessors work various hours and may not be present 24/7. Coach and assessor support can be planned and allocated in advance through a confirmed booking for that day. Please note that on a given day, priority for coach and assessor support is given to those students who have made a booking for that day. Please be mindful of the fact that the coach and assessor is there to assist all HRETC students. If you require dedicated, continuous one-on-one training and support throughout your entire course, please contact us to make alternative arrangements for support.

## **Student Experience team**

The Student Experience Team will communicate with you via email or phone on a regular basis. These contact points are known as “Student Check-in’s”. If you have a preferred way to be contacted, please notify the Student Experience Team as soon as possible.

Upon enrolment, you will receive an email from HRETC encouraging you to book in a student induction call. This call is not compulsory, however; it will assist you at the beginning of your enrolment to ensure you are able to utilise the student portal effectively and answer any questions you may have. The Student Induction call will include the following information:

- Welcoming you to HRETC
- Portal Navigation
- Course duration and Expiry dates
- Potential government changes to the training requirements or syllabus.
- Important policies and procedures
- Student Support Days/Bookings
- Coach and Assessor contact details
- LLN Quiz
- Answer any questions or concerns

## **Student Support Services**

HRETC is committed to providing equitable access for students and to eliminate discrimination in vocational education and training. People who require LLN assistance, have a disability and people from a non-English speaking background are encouraged to pursue their vocational education and training goals through participation in the range of programmes offered by the HRETC (RTO).

The HRETC (RTO) will access appropriate participant support services and ensure the necessary support services are provided for participants as required. Details of participant support services available for our courses are outlined below or can be obtained by contacting our Student Experience Team.

### **Reasonable Adjustment**

Reasonable adjustment refers to adjustments that can be made to the way in which evidence of a student’s performance can be assessed. Whilst adjustments may be required, they must not compromise the integrity of the overall assessment, and assessors must ensure that the Rules of Evidence and Principles of Assessment are met.

Examples of reasonable adjustments include but are not limited to:

- Provision of personal support services (e.g. word processor or audio transcriber);
- Extending or modifying timeframes for assessment such as shorter training or assessment sessions to allow for fatigue or medication;
- Using oral assessments (presentations, recorded responses, and telephone interviews) as alternatives to written task; and
- Presenting information in a range of media thereby enhancing accessibility and/or use of large print version of papers.

Any student who considers they need or may need reasonable adjustment to assessments for any reason should contact the Student Experience Team to discuss your options for further support.

## **Language, Literacy and Numeracy**

All students are encouraged to undertake an online LLN quiz to ensure that they have the LLN skills required to complete the required training and assessment. The Student Experience Team or the assessor will discuss any issues identified from the LLN quiz with the student to confirm their suitability for their chosen or organise support for the student.

## **Services Available**

Students requiring counselling or support should discuss the matter with their assessor and the Student experience team. HRETC will assist where possible and, in the event, that further action is required refer the student to the appropriate personnel, or alternatively the student may wish to contact the relevant organisation themselves from the following list.

## **Queensland**

### **Adult English language, literacy and Numeracy**

Tafe Queensland- Language and literacy Services  
Ph: (07) 1300 308 233  
<https://tafeqld.edu.au/courses/tells/index.html>

### **Vision Impairment**

Queensland Blind Association  
Ph: 3848 8888  
<https://qldblind.org.au/>

Vision Australia

Ph: 1300 847 466  
<https://www.visionaustralia.org/information/eye-health/other-organisations>

### **Physical Impairment**

Headway ABI Australia  
Ph: (07) 5574 4311  
[headwayabiaustralia.org](http://headwayabiaustralia.org)

### **Deaf and Hearing Impaired**

Deaf Services  
Ph: 07 3892 8500  
<https://www.deafservices.org.au/>

### **Learning/intellectual Disability**

SPELD  
Ph: 07 3391 7900  
<https://www.speld.org.au/assessment-service>

Independent Living Centre Life Tech  
Ph: 1300 543 383  
<https://lifetec.org.au/>

Dyslexia Association  
Ph: 0410 850 185  
<https://dyslexiaassociation.org.au/>

### **Psychiatric Impairment**

Open Minds  
Ph: 1300 673 664  
<https://www.openminds.org.au/contact>

QLD Health- mental Health Unit  
Lifeline Ph: 13 11 14  
<https://mentalwellbeing.initiatives.qld.gov.au/support>

## **New South Wales**

### **Learning/intellectual Disability**

SPELD  
Ph: (02) 9451 9477  
<https://www.speld.org.au/assessment-service>

### **Physical Impairment**

Headway ABI Australia  
Ph: 1300 885 886  
[headwayabiaustralia.org](http://headwayabiaustralia.org)

### **Deaf and Hearing/ Vision Impaired**

Deaf Services  
Ph: (02) 9893 8555  
<https://www.deafservices.org.au/>

### **Psychiatric Impairment**

WayAhead  
Ph: 1300 784 991  
<https://wayahead.org.au/>



## Victoria

### **Learning/intellectual Disability**

SPELD

Ph: (03) 9489 4344

<https://www.speld.org.au/assessment-service>

### **Physical Impairment**

Scope Australia

Ph: 1300 472 673

<https://www.scopeaust.org.au/>

### **Deaf and Hearing/ Vision Impaired**

Deaf Services

Ph: (03) 9482 1155

<https://www.deafservices.org.au/>

### **Psychiatric Impairment**

Sane

Ph: 1800 187 263

<https://www.sane.org/>

## South Australia

### **Learning/intellectual Disability**

SPELD

Ph: (08) 8431 1665

<https://www.speld.org.au/assessment-service>

### **Physical Impairment**

Headway ABI Australia

Ph: 1300 885 886

[headwayabiaustralia.org](http://headwayabiaustralia.org)

### **Deaf and Hearing/ Vision Impaired**

Deaf Services

Ph: 1800 432 749

<https://hearforyou.com.au/contact-us/>

### **Psychiatric Impairment**

Mental Health Coalition

Ph: (08) 8212 8873

<https://www.mhcsa.org.au/>

## Tasmania

### **Learning/intellectual Disability**

SPELD

Ph: (03) 6231 5911

<https://www.speld.org.au/assessment-service>

### **Physical Impairment**

Headway ABI Australia

Ph: 1300 885 886

[headwayabiaustralia.org](http://headwayabiaustralia.org)

### **Deaf and Hearing/ Vision Impaired**

TASDEAF (Tasmanian Deaf Society)

Ph: (03) 6228 1955

<https://www.legalaid.tas.gov.au/referral-list/listing/tasdeaf-tasmanian-deaf-society-inc>

### **Psychiatric Impairment**

Tasmanian Department of Health

Ph: 1300 135 513

<http://www.health.tas.gov.au/contact>

## Terms and Conditions

### **Service quality commitment**

HRETC is responsible for the quality of learning and assessments in compliance with the Standards for RTOs 2015, and the issuing of the AQTF certification documentation. If you are unable to complete the course within the stipulated timeframe due to illness or extenuating circumstances, HRETC will discuss with you the timing for completing the delivery of any remaining Units of Competency and any uncompleted assessments.

### **Expected standard of Student Conduct**

The Enrolment Terms and Conditions set out HRETC's rules for acceptable academic and general conduct. Students who are unruly, offensive or conduct themselves in a disrespectful, abusive or threatening manner toward HRETC personnel or fellow students will have their enrolment cancelled (without a refund).

Plagiarism is presenting work or ideas from another source as your own, with or without consent of the original author, by incorporating it into your work without full acknowledgement. Plagiarism is an act of serious academic misconduct at Harcourts Real Estate Training Centre (HRETC) which attracts considerable consequences including course cancellation without refund, re-submission of assessments, additional marking fees and/or suspension from future enrolments for up to two years. Additionally, students who share their own work with another student and/or do another student's work for them and/or have anyone else do their work for them will also be deemed to have committed Plagiarism and be investigated and subjected to all the same penalties specified in this policy.

Refer to our Plagiarism policy below:

<https://www.realestatetrainingcentre.com/study/policies/plagiarism-cheating-policy/>

### **Student Support**

If you are experiencing any difficulty or concerns about your learning experience, please contact the Student Experience Team. There is a range of solutions that we can discuss and provide in these circumstances.

### **Student Support Services**

HRETC recognises and will assist students who have special needs during the assessment process. Reasonable adjustments may need to be made in the assessment process for students with special needs. Students with special needs may include those who require LLN assistance, have disabilities, anxious or inexperienced. Students will be encouraged to identify any special needs that may impact their ability to complete the training and/or assessment during the enrolment process. For more information, please contact the Student Experience Team.

### **Access and equity**

HRETC is committed to providing learning and assessment services to all students regardless of race, religion, gender, socio-economic status, disability, language, literacy or numeracy.

### **Feedback and Testimonials**

We appreciate your feedback to help us continuously improve our service, courses and student experience. HRETC has a transferable, irrevocable, royalty free and perpetual licence to use any testimonials, feedback, photos, videos or other such content you provide to HRETC to be shared with the Harcourts network, HRETC website, social media platforms or any other platforms as determined by Harcourts for marketing and advertising purposes.

If you have any feedback on how we can improve our offering, please email us at

[help@realestatetrainingcentre.com](mailto:help@realestatetrainingcentre.com)

### **Feedback surveys**

We issue an annual student survey which we use to collect data from our past and present students to use for improving our business and student experience. The AQTF also gathers feedback from students on student engagement and employer satisfaction. You may at some time be asked to provide feedback directly to them as a student of HRETC.

### **Complaints and appeals**

HRETC's Complaints and Appeals Policy provides an avenue for you to advise us of any issues, concerns or complaints you may have, or lodge assessment appeals with HRETC. We will deal with all complaints and appeals in a constructive and timely manner. A copy of the Complaints and Appeals Policy is publicly available via our website under the "Our Policies" tab or on page 30 of this Handbook.

### **Legislative compliance**

As an RTO, HRETC is regulated by the NVR Act. As a consumer, Students have certain consumer rights under the Commonwealth Competition and Consumer Act 2010, and the Queensland Fair Trading Act 1989. As a company, HRETC is also required to comply with applicable anti-discrimination, work health and safety legislation. Your chosen course will cover in detail any legislative requirements relevant to the Units of Competency covered in that course. If you wish to know how you can get access to this legislation, obtain further information from various Government bodies about this legislation, or obtain a copy of relevant HRETC policies and procedures, please contact our Student Experience Team at [help@realestatetrainingcentre.com](mailto:help@realestatetrainingcentre.com) or call us on 1300 024 40.

### **Student records and access to the Student Portal**

Students are entitled to request access to the records of their learning at HRETC. Photocopies of your assessments can be arranged for a small administration fee. We retain all Student records, and you will continue to have access to the Student Portal for a period of 6 months from when we issue you your SOA. After these 6 months has expired, we will block your access. Students wishing to gain access to their Learning records should contact our Administration Team in writing at [help@realestatetrainingcentre.com](mailto:help@realestatetrainingcentre.com)

## Enrolment Terms and Conditions

The Enrolment Terms and Conditions set out the terms of the relationship between the Student (you) and Harcourts Queensland Pty Limited trading as Harcourts Real Estate Training Centre (HRETC). You agree that:

- It is a condition of enrolment that you achieve satisfactory academic progress throughout your selected course (Course) at a rate that will enable you to complete the Course in the allocated timeframe.
- You are required to use your best endeavours to meet the requirements of the Course and to comply with any rules and regulations established from time to time and as notified to you by HRETC.
- Any breach of HRETC's rules and regulations or display of behaviour (online or in-person) which in HRETC's reasonable opinion is unacceptable could result in your enrolment being cancelled without any entitlement to a refund of any Course fees or charges paid.
- You will be responsible for your equipment, personal items and property that you may choose to use to complete the Course or bring into Harcourts premises. You release, indemnify and hold harmless HRETC against all liability and claims for any loss or damage to such items, howsoever caused except where liability is expressly imposed by law.
- All lessons and any related material supplied by HRETC are copyright and remain the property of HRETC. You acknowledge that any unauthorised copying may constitute a breach of HRETC's copyright in such lessons and materials.
- Unless otherwise advised by HRETC, Course fees do not include the cost of textbooks or other materials (which are not contained in the Student Portal).
- In the event that a new version of the National Qualification is endorsed and released by the relevant VET regulator or government body, HRETC will manage the transition of its Students to the new version in accordance with the Standards for Registered Learning Organisations 2015, and that this circumstance does not constitute provider default.
- HRETC reserves the right to change the particulars of the services, including changes to fees and prices, Courses, facilities, online portals and dates of courses where circumstances beyond HRETC's reasonable control require such changes.
- If you are attending Harcourts offices, you authorise HRETC to obtain emergency medical treatment for you in the event that HRETC considers such steps necessary. You agree to indemnify and hold harmless HRETC and its personnel for any expense, loss, damage or liability of whatsoever nature or howsoever caused as a result of authorising and arranging such emergency medical treatment.
- You will advise HRETC of any change to your personal information and circumstances (including but not limited to changes to your name, address and/or contact details) which will affect your enrolment of HRETC delivery of the Course to you.
- HRETC will only authorise to release administrative information about your performance at HRETC (including academic progress and attendance information) to any person/s who the students agree to in writing. Any revocation of this authority must also be advised to HRETC in writing by the student.

### Course Fees

- You have read and understood the information about the Course as set out in this Student Handbook, including but not limited to the arrangements for the payment of Course fees, any additional fees and HRETC's policy on refunds.
- You will pay the Course fees and any additional fees as and when they become due and payable as referred to in the Student Handbook.

## Payment Plans

- If you are paying your Course fees in instalments under a payment plan, HRETc will advise you before you enrol into your Course: (a) the number of instalments you have to pay (b) the amount of each instalment, and the total amount of the instalments (c) the date on which each instalment becomes due and payable.
- Notwithstanding anything other provision in the Enrolment Terms and Conditions, if your Course fees (or any pre-approved instalment of Course fees) remain outstanding for more than 7 days from when they became due and payable:
- HRETc may suspend your enrolment in your course until you have paid all outstanding Course fees or instalments (as the case may be).
- During the period of suspension, HRETc will: [1] withhold the provision of materials for your Course; [2] suspend your access to the HRETc Student Portal; and [3] discontinue the marking and grading of any assessments you have submitted. (b) If your enrolment remains suspended for more than 3 months due to non-payment and during this time you have not made any contact with HRETc, we will cancel your enrolment in the Course at the end of 3 months.

## Course expiry date and extensions

- You must complete your Course before the Course expiry date for your Course.
- If you fail to complete your Course before the Course expiry date, your enrolment will expire, and you will not be entitled to any refund of your Course fees.
- If you require more time to complete your course, you may apply to HRETc for an extension to your Course expiry date.
- All applications for an extension must be made in writing and outline the reasons why an extension is needed. You must apply within seven (7 days) for an extension before your Course expiry date.
- HRETc will grant you an extension to your Course if:
  - (a) you are not otherwise in breach of this Agreement;
  - (b) your Course fees are paid up to date;
  - (c) you have paid the Course extension application fee; and
  - (d) You have applied for an extension within the requisite timeframe.
- If HRETc approves your application for a Course extension, your Course expiry date will be extended by the relevant extension period.
- If you fail to complete your Course by the extended Course expiry date, your enrolment will expire, and you will not be entitled to any refund of your Course fees.
- If you wish to complete your Course after your enrolment has expired, you will need to re-enrol in the Course and pay the Course Fee for the Course which is current at the time of re-enrolment.
- Agree that any information, documents, photographs, images, testimonials of (or created by) you or created by HRETc which feature you (Student Images), may be used by HRETc for publicity or promotional purposes (including in any printed and online marketing materials or channels, or on any social media network) without the need for HRETc to obtain further consent or authorisation from you.
- Authorise and consent to HRETc collecting, holding, using or disclosing the Student Images for such purposes.
- Agree to notify HRETc in writing of any revocation of your consent, agreement or authorisation (as the case may be) for HRETc to collect, hold, use or disclose the Student Images.
- Agree to opt-in to receive HRETc newsletters, promotions, invitations and any other marketing and emails from HRETc.

## Promotional offers

- If you have enrolled in a Course as a result of any HRETc promotional offer existing at the time of your enrolment, you agree that you will also be bound by the terms and conditions of that promotional offer. Should any part of the Enrolment Terms and Conditions or the Student Handbook be inconsistent with the promotional offer terms and conditions, the latter will prevail to the extent of the inconsistency.

# Privacy Notice

## **Why we collect your personal information**

As an RTO, we collect your personal information so we can process and manage your enrolment in a VET course with us. In accordance with APP 5.2(e) If you do not provide HRETC with your personal information, we will not be able to enrol you as a student.

## **How we use your personal information**

We use your personal information to enable us to deliver VET courses to you, and otherwise, as needed, to comply with our obligations as an RTO.

## **How we disclose your personal information**

We are required by law (under the NVETR Act) to disclose the personal information we collect about you to the National VET Data Collection kept by the NCVER. The NCVER is responsible for collecting, managing, analysing and communicating research and statistics about the Australian VET sector.

We are also authorised by law (under the NVETR Act) to disclose your personal information to the relevant state or territory training authority.

How the NCVER and other bodies handle your personal information.

The NCVER will collect, hold, use and disclose your personal information in accordance with the law, including the Privacy Act and the NVETR Act. Your personal information may be used and disclosed by NCVER for purposes that include populating authenticated VET transcripts; administration of VET; facilitation of statistics and research relating to education, including surveys and data linkage; and understanding the VET market.

The NCVER is authorised to disclose information to the DESE, Commonwealth authorities, State and Territory authorities (other than registered training organisations) that deal with matters relating to VET and VET regulators for the purposes of those bodies, including to enable:

- administration of VET, including program administration, regulation, monitoring and evaluation
- facilitation of statistics and research relating to education, including surveys and data linkage
- understanding how the VET market operates, for policy, workforce planning and consumer information.

The NCVER may also disclose personal information to persons engaged by NCVER to conduct research on NCVER's behalf. The NCVER does not intend to disclose your personal information to any overseas recipients. For more information about how the NCVER will handle your personal information please refer to the NCVER's Privacy Policy at [www.ncver.edu.au/privacy](http://www.ncver.edu.au/privacy).

If you would like to seek access to or correct your information, in the first instance, please contact your RTO using the contact details listed below.

DESE is authorised by law, including the Privacy Act and the NVETR Act, to collect, use and disclose your personal information to fulfil specified functions and activities. For more information about how the DESE will handle your personal information, please refer to the DESE VET Privacy Notice at <https://www.dese.gov.au/national-vet-data/vet-privacy-notice>.

## **Personal Information with EzyPay**

When subscribing to EzyPay students must confirm that they consent to provide their personal information to EzyPay. This agreement is made during the enrolment process when enrolling online or manually, but can also be done manually by the Student Experience Team.

### **Surveys**

You may receive a student survey which may be run by a government department or an NCVER employee, agent, third-party contractor or another authorised agency. Please note you may opt-out of the survey at the time of being contacted.

### **Contact information**

At any time, you may contact HRETTC to:

- request access to your personal information
- correct your personal information
- make a complaint about how your personal information has been handled
- ask a question about this Privacy Notice

### **Harcourts Real Estate Training Centre (RTO #31139)**

Student Experience Team

1300 024 401

[help@realestatetrainingcentre.com](mailto:help@realestatetrainingcentre.com)

## Privacy Policy

Harcourts Group (Australia) Pty Ltd ACN 074 304 073 and their related entities (collectively, Harcourts, us, we, our) are committed to protecting the privacy of your personal information. This policy applies to our business and training facilities in Australia, any registered training organisation we operate, the website [www.realestatetrainingcentre.com](http://www.realestatetrainingcentre.com), [train.realestatetrainingcentre.com](http://train.realestatetrainingcentre.com) and any other website we operate from time to time.

Harcourts is required to comply with the *Privacy Act 1988 (Cth)* including the APP in Australia.

This policy is intended to provide a general overview of how we handle your personal information. It should be read together with any terms and conditions governing your dealings with us or your use of our website, and any location specific legal notice. By providing your personal information to us you consent to our collection, use and disclosure of your personal information in accordance with this policy and any other arrangements that apply between us.

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

We only collect personal information where it is necessary for our functions or activities. We operate a nationally recognised RTO offering training for careers in real estate, along with other training programs related or relevant to real estate, and other services we may offer from time to time (our services).

The kinds of personal information we collect and hold about you, and our use of that information, is dependent on the services we provide to you.

### **General enquiries**

When you enquire about our services, we will typically collect your name, e-mail address and any other contact details required for us to respond to that enquiry.

### **Students and potential students**

In addition to the above information, when you enrol in a course or program with our RTO, we will generally require:

- your address, date of birth and emergency contact.
- your payment information, which may include credit card details for the purpose of processing payment of course fees.
- any other data that we are required to provide to the national regulator, ASQA, as part of our mandatory reporting requirements as an RTO, which generally includes, but is not limited to, details of your attendance, cultural background, physical and mental health, and demographic (despite that this information may be statistical only and doesn't identify you); and
- copies of your identification documents such as a birth certificate, driver's license and/or passport in order to create a USI, unless you already have a USI.

With your consent, we may also collect your photo or video for promotional purposes.



## **Job applicants**

If you apply for employment with us, we may collect personal information as part of our recruitment activities, such as your name, contact details, qualifications and work history. Generally, we will collect this information directly from you.

We may also collect personal information from third parties in ways which you would expect (for example, from recruitment agencies or referees you have nominated). Before you commence employment, we may collect additional details such as your tax file number, superannuation details and other information necessary to conduct background checks to determine your suitability for certain positions.

## **How we collect personal information**

Generally, we collect your personal information directly from you unless it is impracticable or unreasonable to do so. From time to time, we may collect personal information about you from third parties (for example, from publicly available sources, social media, from your referees if you apply for a position with us, or our suppliers and contractors who assist us to operate our business).

If you enrol in a course, we may also collect personal information about you from particular third parties where required for your enrolment, for example:

- from schools and other educational institutions where necessary to verify qualifications and course credits for enrolment and assessment purposes.
- from organisations where you may be completing a work placement or practical component of your course.
- from your employer if your course is being supported by them or incorporated into your employment; from professional or member associations or government departments via websites such as confirming your membership or registration or license check.

If you provide us with personal information about a third party, you represent, and we collect it on the basis that, you have that person's consent for us to collect and handle their personal information in accordance with this policy.

When collecting your personal information, we will take reasonable steps to provide you with certain information as required under the APP, including the purpose of collection, who we may disclose your personal information to, any law that requires or authorises us to collect the information and the main consequences if we do not collect all of the personal information we require. If we collect your personal information from another source, we will take reasonable steps to ensure you are aware of the circumstances of that collection.

## **Purposes for which personal information is collected, held, used and disclosed**

We will use and disclose your personal information for the purposes for which we collected it (as described above in relation to general enquiries, students and job applicants), and for other related purposes that you would reasonably expect (depending on the nature of our interaction with you).

Generally, these purposes include:

- complying with reporting requirements of the national VET Regulator.
- responding to your enquiries.
- providing you (or arranging for our related parties or partners to provide you) with our services or information about our services.
- obtaining your feedback on your experience or training.
- conducting promotional and marketing activities.
- researching and developing our services.
- sending you updates on opportunities or events you may be interested in.

- any purpose you have consented to.
- any related secondary purpose we believe you would reasonably expect when we collected your personal information or because of our relationship with you.
- any purpose for which we are required or authorised by applicable law.
- to respond to and manage complaints, feedback, appeals and claims, defend our legal interests and investigate and protect against fraud, theft and other illegal activities; and
- for our general business operations (for example, processing payments or pursuing a debt, recruitment, maintenance of our RTO records, compliance with our legal and insurance obligations, training and statistical purposes).

We may use your image or audio-visual recordings which identify you for promotional purposes where you would reasonably expect this to occur, or where you have given us your consent.

By providing us with your personal information, you consent to us using your personal information for these purposes.

Generally, if we are unable to collect the personal information, we require we may not be able to provide you with the products and services you seek. If the information provided is incorrect or incomplete, this may also prevent, limit or otherwise affect our ability to provide our services to you.

### **Direct marketing**

We may use or disclose your personal information for the purpose of informing you about our services, promotions and events, or other opportunities that may interest you. If you do not want to receive direct marketing communications, you can opt-out at any time by using the unsubscribe facility in all emails we send to you, or by contacting our Privacy Officer via the details shown below.

If you opt out of receiving marketing material from us, we may still contact you in relation to any services you engaged us to provide to you.

We may occasionally engage other companies to provide marketing or advertising services on our behalf. Those companies will be permitted to obtain only the personal information they need to deliver the service. If we provide those companies with any of your personal information, it is to provide you with a better or more relevant and personalised experience and to improve the quality of those services.

### **Circumstances in which we may disclose your personal information**

#### **Disclosures for training purposes**

If you are undertaking a course, we may disclose information to a third party about you or your course for the purposes of assessing your progress, tracking your attendance, providing student support, issuing your results, and providing certificates of completion and/or SOAs for nationally recognised training. In addition, for Australian nationally recognised courses, this will include:

- disclosure to government agencies with responsibility for administering and regulating education and training providers in Australia such as ASQA and state training authorities.
- disclosure to government agencies or government-appointed providers with responsibility for reviewing and analysing student and other stakeholder feedback.

## **Other types of disclosures**

We may also disclose personal information:

- within the Harcourts corporate group.
- to our suppliers, contractors or agents that we engage in order to provide our services, including for payment processing and debt recovery, data processing, data analysis, customer satisfaction surveys, information technology services and support, website maintenance, development or hosting, archiving, marketing and market research.
- via our social media pages for promoting us and our services.
- if we merge with or are acquired by another entity, to that entity as a part of the merger or acquisition.
- to relevant government authorities for the purpose of investigating an incident, for example a workplace health and safety matter or security incident or a data breach.
- when conveying information to a responsible person (e.g parent, guardian, spouse) if you are injured or cannot communicate.
- to a third party for other administrative and operational purposes, such as risk management and management of legal liabilities and claims (for example, liaising with insurers and legal representatives).

Apart from the above instances, we may also use and disclose your personal information with your consent and as otherwise required or permitted by law.

## **Sensitive Information**

We will only collect 'sensitive information' (as defined in the APP) with your consent.

If you are enrolled in a Harcourts training course, we may collect information about you which is considered sensitive information for example, information about whether you identify you as Aboriginal or Torres Strait Islander; information which may disclose your racial or ethnic origin (such as your proficiency in languages other than English); and information about your health or a disability where this is relevant to your training needs.

## **Storage and security of your personal information**

We may hold your personal information in electronic formats or in hard copy. We take reasonable steps to protect your personal information from unauthorised access, modification and disclosure, and from other types of misuse, interference and loss. This includes electronic and physical security measures and procedures, staff training and use of password protection software.

We will take reasonable steps to destroy or permanently de-identify your personal information when we no longer require it for any purpose for which it was collected. We may retain your personal information for as long as necessary to comply with any applicable law (for example, reporting requirements of the national VET Regulator), for legal, insurance and corporate governance purposes, for the prevention of fraud and to resolve disputes. Your personal information may also be retained in our IT system back-up records.

The transfer of data over the Internet is inherently insecure. We cannot guarantee the security, during transmission, of any personal information provided to us via our websites. Please bear this in mind when transmitting information by this means to us.

The *Privacy Amendment (Notifiable Data Breaches) Act 2017* established the NDB Scheme in Australia (to be Part IIIC of the Privacy Act 1988 (Cth) on commencement). The NDB Scheme sets out obligations for notifying affected individuals, and the AIC, about a data breach which is likely to result in serious harm.

Where serious harm to affected individuals is likely, we will notify those individuals and the AIC in accordance with our legal obligations. You may contact our Privacy Officer via the contact details below should you require additional information.

## **Access and correction of your personal information**

Under the APP, you have the right to access information we hold about you. You may lodge a request to access and correct personal information that we hold about you if you believe it is inaccurate, incomplete, out-of-date, irrelevant or misleading by contacting our Privacy Officer via the contact details shown below.

You may request that we provide you with access to the personal information we hold about you. Generally, we will provide you with access, except in limited circumstances where the APP permit us to deny access. Any such requests must be made in writing and directed to our Privacy Officer via the details shown below. We may need to verify you first. Under the APP, we are permitted to charge you a reasonable fee for providing access to your personal information. Please note that no fee will be incurred for requesting access, and if your request for access is accepted, we will inform you of the fee (if any) that will be payable for providing access if you proceed with your request.

You may ask us to inform you of the source of any personal information about you that we have collected from a third party. We will provide this at no cost, except in limited circumstances where the APP or other laws permit us to withhold this information.

## **Making a complaint**

You may lodge a complaint with us if you believe we have handled your personal information other than in accordance with the APP. To do so please contact our Privacy Officer via the contact details below. We will confirm receipt of your complaint and set out the time frame we require to investigate your complaint and provide you with a response. We will endeavor to respond as quickly as possible, which will typically be within 14 days of receiving your complaint.

## **HRETC website**

Our websites use cookies. We do not use the information stored in those cookies to collect information about you or your computer. The cookies are used for statistical purposes and to assist with your use of the website. We may also collect click-stream data when you use the website, such as the date and time of your visit, the pages you accessed, your IP address, the type of browser and operating system you are using and the websites you come from and move to. This information is collected for statistical purposes to assist us to find out how our website is used and navigated and to improve our website.

Harcourts websites may contain links to third party websites. Harcourts is not responsible for the privacy, security, or handling of your personal information via those websites. You should review the privacy policy and terms of use for those websites each time you visit them.

## **Overseas disclosure of your personal information**

Generally, we will not disclose your personal information to overseas recipients, except upon your request or with your consent, or if we are authorised or required to do so by law.

Generally, such disclosures will be to a related party of ours located overseas, or a service provider we use that is located overseas, where we have taken reasonable steps to ensure that recipient does not breach the APP in relation to your personal information.

The reason for disclosure to an overseas recipient depends on the nature of the services those recipients provide to us (for example storing data via a cloud service, or where our customer relationship management system is hosted on servers located overseas).

We will take reasonable steps to ensure that the overseas recipient handles your personal information in accordance with the APP.

## **Data Provision Requirements 2012 (Refer to Privacy Notice)**

Under the Data Provision Requirements 2012, HRETC is required to collect personal information about you and to disclose that personal information to the NCVET.

Your personal information (including the personal information contained on this enrolment form), may be used or disclosed by HRETC for statistical, administrative, regulatory and research purposes. HRETC may disclose your personal information for these purposes to:

- Commonwealth and State or Territory government departments and authorised agencies; and
- NCVET.

Personal information that has been disclosed to NCVET may be used or disclosed by NCVET for the following purposes:

- populating authenticated VET transcripts.
- facilitating statistics and research relating to education, including surveys and data linkage.
- pre-populating RTO student enrolment forms.
- understanding how the VET market operates, for policy, workforce planning and consumer information; and
- administering VET, including program administration, regulation, monitoring and evaluation.

You may receive a student survey which may be administered by a government department or NCVET employee, agent or third-party contractor or other authorised agencies. Please note you may opt out of the survey at the time of being contacted.

NCVET will collect, hold, use and disclose your personal information in accordance with the Privacy, the National VET Data Policy and all NCVET policies and protocols (including those published on NCVET's website at [www.ncvet.edu.au](http://www.ncvet.edu.au)).

For more information about NCVET's Privacy Policy go to <https://www.ncvet.edu.au/privacy>

## **Changes to our Privacy Policy**

We may amend, modify or replace this policy at any time. You should review our policy each time you visit our website or provide us with personal information.

## **Contact us**

If you would like further information about the way we manage your personal information, or if you have a privacy-related complaint, please contact our Privacy Officer by telephone on +61 7 3839 3226, by mail at 31 Amy Johnson Place, Eagle Farm, QLD 4009, Australia or by email at [privacy@harcourts.net](mailto:privacy@harcourts.net).

## **Office of the Australian Information Commissioner**

More information about your rights and our obligations in connection with your personal information are available from the Office of the Australian Information Commissioner at [www.oaic.gov.au](http://www.oaic.gov.au).

# Complaints and Appeals Policy

## Definitions

### Complaints

Relate to any issue that a student may have with their training and assessment, provision of services, the RTO and team members or any other dealings with HRETC.

### Appeals

Relate to an academic decision as to the student's competency in a unit or other procedural matter relating to your assessment.

## Complaints

Harcourts Real Estate Training Centre takes all complaints very seriously. The team member receiving the complaint from the student will try to rectify the problem as quickly as possible or refer the student to the Student Experience Team.

All complaints will be notified to the National Operations Administrator, immediately the complaint is received and will activate Harcourts Real Estate Training Centre Complaint Handling Procedure. All formal complaints must be in writing (email).

All documentation relating to a student's complaint and the outcomes will be stored securely in Harcourts Real Estate Training Centre student management system.

### Procedure

- 1) Harcourts Real Estate Training Centre complaints policy can be accessed by students:
  - a) within the Student Handbook
  - b) on Harcourts Real Estate Training Centre website under the 'Our Policies' tab
- 2) A student enrolled in a course who has a complaint on any matter other than an academic decision, should undertake the following steps:
  - a) In the first instance, an informal approach is to be made to the person with whom the student has the complaint, to see if the matter can be resolved in a mutually satisfactory way.
  - b) Where the student is still dissatisfied with the decision, they can contact the Student Experience team for an informal attempt to resolve the issue.
  - c) If the complaint is resolved informally a confirmation email will be sent to the student outlining the actions taken to resolve the complaint. The Student Experience Team will record the outcomes in the student profile in Harcourts Real Estate Training Centre Student Management System.
  - d) If the informal attempts at resolution fail to reach a resolution, then the student can submit a formal complaint to Harcourts Real Estate Training Centre, in writing, for an opportunity to formally present their case and/or for a member of the team, who has not been involved in the original decision, to review the complaint and actions taken to date.

A formal complaint must be lodged by email to the Student Experience Team no later than 14 days from the date of the complaint.

Results of all formal complaints will be communicated to the student in writing (email) within 21 days of receipt of the student's complaint.

If the student is still dissatisfied, a written notice of appeal against the complaint resolution decision may be lodged with Harcourts Real Estate Training Centre Student Experience team, requesting an independent review by an external person, or appropriate body.

The Independent person's decisions will be communicated, in writing (email) to the student within 7 days of the decision being received by Harcourts Real Estate Training Centre from the independent person.

Formal complaints and outcomes will be recorded and stored electronically in the students' profile in Harcourts Real Estate Training Centre Student Management System.

## Appeals

All appeals against a 'not yet competent' (NYC) decision must be made in writing to Harcourts Real Estate Training Centre, National Operations Administrator. All appeals must be received within 30 days of the assessment result being given to the student. The National Operations Administrator will immediately activate Harcourts Real Estate Training Centre appeal procedure.

All student assessment activities and actions will be suspended pending determination of the appeal process.

All documentation relating to appeals and the outcomes will be stored securely in the student's profile in Harcourts Real Estate Training Centre Student Management System.

## **Procedure**

- 1) Harcourts Real Estate Training Centre's appeals policy can be accessed by students:
  - a) within the Student Handbook
  - b) on Harcourts Real Estate Training Centre website under the 'Our Policies' tab
- 2) A student enrolled in a course who is seeking to appeal against an academic decision (results of their training and assessment) or other procedural matter should undertake the following steps:
  - a) In the first instance, an informal approach is to be made by the student to the assessor with any new evidence to support the appeal or clarification of existing evidence submitted for assessment.
  - b) Assessment evidence will be reviewed by the assessor having due regard to submissions made by the student.
  - c) Where the student is still dissatisfied with the decision of the assessor, a request is to be made to The Harcourts Real Estate Training Centre, Student Experience Team, in writing (email), for an opportunity to formally present their case and/or for a assessor who has not been involved in the original decision, to review the assessment evidence and decision.
  - d) If the student is dissatisfied with the decision of the reviewing independent assessor, a written notice of appeal may be lodged with Harcourts Real Estate Training Centre's National Operations Administrator, requesting an independent review by an external assessor.
  - e) Appeals will be accepted up to 14 days from the date an assessment result was sent to the student.
  - f) Results of all appeals decisions and the reason for the decision will be communicated in writing (email) to the student within 21 days of receipt of the appeal.
  - g) The independent assessor's decision will be communicated to the student, in writing (email) by Harcourts Real Estate Training Centre within 7 days of the decision being received from the independent person.
  - h) Results of all appeal decisions and the reason for the decision will be securely stored in the student's profile, in Harcourts Real Estate Training Centre's Student Management System.

## State Licencing Authorities

### Queensland

#### Office of Fair-Trading

Office of Fair Trading is Queensland's state licencing Authority who you must register to work as a salesperson for a real estate agent or apply for an Agents licence. You must meet all criteria before they can issue a certificate of registration or Licence for you to be able to work in the industry.

#### Apply for a real estate agent licence

<https://www.qld.gov.au/law/laws-regulated-industries-and-accountability/queensland-laws-and-regulations/regulated-industries-and-licensing/regulated-industries-licensing-and-legislation/property-industry-regulation/get-a-property-industry-licence-or-registration/real-estate-agent-licence-or-registration/apply-for-a-real-estate-agent-licence>

#### Register as a real estate salesperson

<https://www.qld.gov.au/law/laws-regulated-industries-and-accountability/queensland-laws-and-regulations/regulated-industries-and-licensing/regulated-industries-licensing-and-legislation/property-industry-regulation/get-a-property-industry-licence-or-registration/real-estate-agent-licence-or-registration/register-as-a-real-estate-salesperson>

### New South Wales

#### Fair-Trading

Fair Trading is the New South Wales state licencing Authority. They helping you understand how to qualify as a property professional, run a property business, and your responsibilities when managing properties. They also stipulate everything you should be aware of to comply with your continuing professional development, the rules of conduct for various types of agents, and auction laws and condition. You must meet all criteria before they can issue a certificate of registration or Licence category for you to be able to work in the industry.

#### Applying for a Licence or certificate

<https://www.fairtrading.nsw.gov.au/housing-and-property/property-professionals/licensing-certification-and-qualification/applying-for-a-licence-or-certificate>

#### Licence types and classes

<https://www.fairtrading.nsw.gov.au/housing-and-property/property-professionals/licensing-certification-and-qualification/Licence-types-and-classes>



## Victoria

### **Consumer Affairs Victoria**

Consumer Affairs Victoria is a business unit of the Department of Justice and Community Safety, within the Victorian government. They are Victoria's consumer affairs regulator. Their purpose is to help Victorians be responsible and informed businesses and consumers.

### **Business Licensing Authority**

Victoria's BLA provides licences to businesses that need one to operate lawfully. The BLA is an independent regulator within the Victorian Government's Justice portfolio, operating under the Business Licensing Authority Act 1998.

When you start or cease employment, your employer should reflect this in their myCAV account. This notifies the BLA and ensures the public register contains the correct employment details.

Each time you seek re-employment as an agent's representative, your new employer must separately verify that you meet all the eligibility criteria.

### **For More information BLA**

<https://www.consumer.vic.gov.au/bla>

### **Agents' Representative Requirements**

<https://www.consumer.vic.gov.au/licensing-and-registration/estate-agents/agents-representatives>

## South Australia

### **Consumer Business and Services**

CBS has a very broad portfolio including consumer protection, product safety, occupational licensing, liquor licensing, gambling regulation, charities regulation, residential tenancies and births, deaths and marriages. CBS is a division of the South Australian Government's Attorney-General's Department. CBS provides a diverse range of services to:

- Protect consumers
- Support and regulate business
- Record significant life events for South Australians

The role of CBS is vital to the social and economic wellbeing of the state. In regard to real estate, CBS has the following main functions:

- Tenancy advice
- Bond lodgement and refunds
- Licencing for; land agents, sales representatives, property managers and auctioneers
- Maintain the Occupational Public Register (a register of licence holders)
- Consumer affairs advice and dispute resolution

### **Sales Representative**

<https://www.sa.gov.au/topics/business-and-trade/licensing/real-estate/sales-representatives>

### **Property Management**

<https://www.sa.gov.au/topics/business-and-trade/licensing/real-estate/property-managers>

### **Auctioneers**

<https://www.sa.gov.au/topics/business-and-trade/licensing/real-estate/auctioneers>

## Western Australia

### **Department of Mines, Industry Regulation and Safety**

The Department of Mines, Industry Regulation and Safety (DMIRS) was formed on 1 July 2017, as a result of merging the Department of Commerce and Department of Mines and Petroleum. Its mission is to support a safe, fair and responsible future for the Western Australian community, industry and resources sector. DMIRS oversees and manages the licensing and registration of real estate practitioners as well as the regulation of their activities through industry regulation and consumer protection. They develop, promote and enforce legislation that protects all real estate consumers.

### **Sales Representative/Property manager or Unrestricted Licence applications**

<https://www.commerce.wa.gov.au/consumer-protection/sales-representatives-real-estate>

## Tasmania

### **Property Agents Board**

The Property Agents Board regulates the Real Estate Industry in Tasmania. One of the many functions of the Board is to administer the licensing system for real estate professionals. To work in the real estate industry in Tasmania in a sales, property management or an administrative role performing regulated functions requires a minimum of a Property Representative License. People seeking to obtain a Property Representative License applicants must pass an exam administered by the Board and complete the license application process. To operate a real estate business in Tasmania requires a Real Estate Agent License and a minimum of two years full time experience (or part time equivalent) in the real estate industry.

For information on the contents of the exam use this link to the document 'guide to examination' :-  
<http://www.propertyagentsboard.com.au/qualifications.html>

For details on application requirements and application forms use this link  
<http://www.propertyagentsboard.com.au/application-forms.html>

For a full list of the functions of the Property Agents Board use this link  
<http://www.propertyagentsboard.com.au/about-us.html>



*Harcourts Real Estate Training Centre is a Registered Training Organisation (RTO# 31139).*

*We are committed to high standards in the provision of nationally recognised training and assessment services for people in the Australian Real Estate Sector.*