

<b>Audit Guide – Clause 5.4</b>	
<b>5.4. Where there are any changes to agreed services, the RTO advises the learner as soon as practicable, including in relation to any new third-party arrangements or a change in ownership or changes to existing third-party arrangements.</b>	
<p><b>What is this clause about:</b> This clause requires the RTO to establish arrangements to ensure that where the RTO chooses to make changes to agreed services or the learner’s terms and conditions, that the RTO advises the learner as soon as practicable of the applicable changes. This also includes where third parties make changes to their services or terms and conditions. It would be a breach of the consumer’s rights to change the terms and conditions or the services specified in their service agreement without providing them proper notification of this. This is a simple requirement that requires a basic arrangement to provide learners with a notification period prior to any changes taking effect. I would typically recommend that an RTO align this notification period with their appeals period. As an example, the RTO provides learners 30 calendar days to appeal decisions that it has made. The RTO also commits to providing learners with a minimum of 30 days notification of any changes in services or terms and conditions prior to their taking effect. This enables the learner to appeal any changes to terms and conditions or services prior to these changes taking effect and impacting unfairly on the learner. Auditors can also focus on the method of notification. Whilst the student handbook and the RTO policy may reinforce these arrangements, how does the RTO provide the notification?</p>	
<p><b>Evidence to prepare:</b></p> <ul style="list-style-type: none"> <li>– Access to the learner or participant handbook and the learners agreed terms and conditions.</li> <li>– Policy and procedure relating to changes to agreed services and terms and conditions.</li> <li>– Learner service agreements which include terms and conditions.</li> <li>– Access to administrative forms such as those used to inform learners about changes to services or agreed terms and conditions and obtained their acknowledgement.</li> </ul>	<p><b>You must be able to demonstrate that:</b></p> <ul style="list-style-type: none"> <li>– You advise learners of any changes to agreed services or terms and conditions.</li> </ul> <p><b>You should prepare for these types of questions:</b></p> <ul style="list-style-type: none"> <li>– Can you show me where you inform the learner about their right to be informed about any changes to the agreed services or terms and conditions?</li> <li>– How do you provide these notifications? Do you obtain an acknowledgement?</li> <li>– Do you have an example of a notification issued where there has been a change to the services or terms and conditions?</li> </ul>

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