



Privacy and Refund & Cancellation Policy

(These policies were last updated on 15 March 2019)

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Privacy Policy

In this policy, “us”, “we”, or “our” means Coastal OHS Services Pty Ltd, operators of this website.

We are bound by the National Privacy Principles contained in the Commonwealth Privacy Act 1988 (subject to any exemptions that apply to us under that Act).

We may, from time to time, review and update this privacy policy, including taking account of new or amended laws, new technology and/or changes to our operations. All personal information held by us will be governed by the most recently updated policy.

Under the updated National Vocational Education and Training (VET) Provider Collection Data Requirements Policy that outlines data collection and submission requirements for Total VET Activity (TVA), Registered Training Organisations (RTOs) are required to make students aware of the purposes for which their information may be collected, used or disclosed.

The Privacy Notice at Schedule 1 of the National VET Data Policy sets out privacy information all students need to know before they enrol with a RTO.

The Privacy Notice states that:

Under the Data Provision Requirements 2012, Coastal OHS Services is required to collect personal information about you and to disclose that personal information to the National Centre for Vocational Education Research Ltd (NCVER).

Your personal information (including the personal information contained on the enrolment form), may be used or disclosed by Coastal OHS Services for statistical, administrative, regulatory and research purposes.

Coastal OHS Services may disclose your personal information for these purposes to:

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

Personal information that has been disclosed to NCVER may be used or disclosed by NCVER 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 NCVER 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.

NCVER will collect, hold, use and disclose your personal information in accordance with the Privacy Act 1988 (Cth), the National VET Data Policy and all NCVER policies and protocols (including those published on NCVER's website at www.ncver.edu.au).

This notice can be accessed through the following link: <https://www.education.gov.au/privacy-notice>

Coastal OHS Services may also collect personal information for the purpose of enrolment in non VET courses.

1. INFORMATION WE COLLECT

The personal information we collect falls into four categories: contact details, click trails, activity history, and publishable content.

- Contact details are collected as supplied by you from time to time. We do not personally store usable credit card information. Where a record is required, we entrust credit cards to our payment gateway and store only the last few digits and expiry date of your credit card solely for purposes of identity confirmation and forewarning of expiry.
- Click trails record the paths taken by visitors through the website. This information is generally recorded against IP address, and may be possible to correlate by computer.
- Activity History consists of orders, enquiries, votes submitted via the website, or offline contact you have with us such as phone calls.
- Publishable content consists of comments or other submissions of content you would like us to publish on our website.

2. HOW WE COLLECT IT

Contact details and publishable content are collected when supplied by you either via the website or direct to us by other means.

Click trails are recorded by our servers as each request reaches the website. This includes but is not limited to:

- The type of browser you are using
- The date and time of your visit
- Your IP address
- The address of the website that referred you to ours
- The addresses of pages accessed and any documents downloaded

Click trails can be correlated over time by the use of 'cookies' as outlined in section 6. In most cases click trail data is not directly individually identifiable.

Activity history is recorded whenever you undertake an activity such as submit an enquiry, make a comment, vote on an object, and may additionally be recorded by us when you contact us offline.

3. WHY WE COLLECT IT AND HOW WE USE IT

Publishable content is collected and republished where applicable in order to enable a two-way conversation in public between us and our visitors.

We collect your personal contact details and activity history:

- To respond to requests or queries you raise
- To confirm your identity
- To fulfil orders made by you
- To keep you up to date with news, special offers, and other marketing information you have opted-in to receive.

We collect click trail data:

- To measure and monitor the performance of our website
- To estimate interest in our products and services
- To refine and update our website's content
- To monitor our website for violations of the terms of use or any applicable laws by visitors

4. HOW WE DISCLOSE IT

We may disclose your personal information to third parties, and you consent to us disclosing your personal information to third parties, under the following circumstances:

- As part of a sale of all or part of our business
- When explicitly authorised to do so by yourself at the time you supply the information
- As required or authorised by any applicable law
- As required for processing of credit card payments by Internet Payment Gateways and Merchant Facilities.
- As part of any investigation by us into you or your activity on our website (including to your Internet Service Provider or network administrator)
- If we have reason to believe that you have committed a breach of any of our terms of use or have been otherwise engaged in any unlawful activity and we reasonably believe that disclosure is necessary (including to the Police or any other enforcement body, or to your Internet Service Provider or network administrator)
- To lessen or prevent a serious threat to a person's health or safety

5. PUBLISHABLE CONTENT

When you submit content to us for publication (including but not limited to comments, testimonials, votes, or forum posts) you assign us a transferrable, perpetual right to publish and/or commercially exploit said content without limitation. You also warrant in submitting such content that the content is owned or produced by yourself or you otherwise have permission to assign publication rights to us. Publication rights do not extend to fields specifically marked as private (e.g. your email address), except in cases of clear violations of our terms of use.

Content submitted by you for publication may be disclosed to all visitors of our website, and/or republished on other websites at our discretion.

If you provide personal information either of your own or of any third party as part of publishable content, you warrant that you have permission to publish said information and indemnify us against any consequences resulting from the publication of said information.

If you find your personal information published on our website without your consent, please contact us immediately as outlined in section 10.

6. COOKIES

Cookies are electronic tokens containing small amounts of information that are passed between a web browser and server. They are used to maintain session state between pages or to retain information between visits if you return to the website at a later time.

We use cookies to correlate passive activity tracking data as well as to authenticate supply of information such as enquiries, comments, and votes to minimise malicious or spam traffic.

7. OPTING IN AND OUT

You may opt out from the correlation of passive activity data by turning off cookies in your browser. Please note however that disabling cookies may result in a reduction of available functionality on our site including but not limited to the loss of the ability to post comments and vote on content.

When you supply us with your email address you may be asked to opt in to receive marketing information by e-mail or other means.

You will be given the opportunity to opt out from receiving further communications from us in accordance with this policy each time we send you information for which you have opted in. This comes in the form of an 'unsubscribe' option, generally in the footer and/or header of each email.

If you receive any communication purporting to be connected with us or our services that you believe has been sent to you other than in accordance with this policy, or in breach of any law, please contact us

immediately as outlined in section 10.

8. INFORMATION MANAGEMENT AND SECURITY

With the exclusion of information supplied for publication (as outlined in section 5), we will take all reasonable steps to ensure that the personal information we hold is not lost, misused, or inadvertently provided to unauthorised third parties, including by means of firewalls, password locking, truncation of credit card data, encryption of data in transit, and secured servers.

You acknowledge that the security of communications sent by electronic means cannot be guaranteed. You provide information to us via the internet at your own risk. We cannot accept responsibility for misuse or loss of, or unauthorised access to, your personal information where the security of information is not wholly within our control.

You must ensure the security and confidentiality of any username and/or password used by yourself to access this website. You agree that you will be held responsible for all activities which occur under your username and password (including but not limited to publication of illegal or defamatory material or any other unlawful activity, or unauthorised charging of your credit card).

You agree that we are not responsible for the privacy or security practices of any third party and that the collection and use of your information by third parties may be subject to separate privacy and security policies. If you suspect any misuse or loss of, or unauthorised access to, your personal information, please contact us immediately as outlined in section 10.

9. GAINING ACCESS TO YOUR INFORMATION

You have the right (excluding exceptions outlined in the Privacy Act) to seek access to and update or correct the personal information we hold about you. If you make an access request, we will ask you to verify your identity. We may charge a fee to cover the costs of meeting your request.

If you would like to seek access to personal information we hold about you, you can contact us as outlined in section 10.

10. HOW TO CONTACT US

If you have any questions or complaints about how we collect, use, disclose, manage or store your personal information, or would like to request access or changes to the information we hold, please contact us in writing at: info@coastalohs.com

Refund and Cancellation Policy

When an applicant accepts a place offered by Coastal OHS Services Pty Ltd and pays the fees, it means a binding contract is created between the student and Coastal OHS Services Pty Ltd. Notification of cancellation/withdrawal from a Unit of competency or other course of study must be made in writing to Coastal OHS Services Pty Ltd.

In the case of cancellation/withdrawal, the following cancellation fees will apply:

- Students who give notice to cancel their enrolment prior to the commencement of a program will be entitled to a full refund of fees paid.
- Students who cancel their enrolment after a training program has commenced may be entitled to a refund of fees. Enrolment into a course via distance delivery will be deemed to have commenced when the learner resources have been dispatched.

There is no charge for a student to transfer to another course with Coastal OHS Services Pty Ltd. If Coastal OHS Services Pty Ltd cancels a course, then a full refund will be made available to whoever paid that course fee. Discretion may be exercised by the CEO in all situations, if the student can demonstrate that extenuating or significant personal circumstance led to their withdrawal. In these cases, the student should be offered a full

credit toward the tuition fee in another scheduled program in-lieu of a refund. The CEO may also authorise a refund of tuition fees if the circumstances require it.

Where refunds are approved, the refund payment must be paid to the student within 14 days from the time the student gave written notice to cancel their enrolment. Tuition refunds are to be paid via electronic funds transfer using the authorised bank account nominated by the student.

Note. If for any reason Coastal OHS Services Pty Ltd is unable to fulfil its service agreement with a student, Coastal OHS Services Pty Ltd must refund the student's proportion of fees paid for services not delivered.