



Other RTOs		
All learners are protected by one or more of the following		
1. The RTO holds an unconditional financial guarantee from a bank operating in Australia where: <ul style="list-style-type: none"> – The guarantee is for an amount no less than the total amount of prepaid fees held by the RTO in excess of the threshold prepaid fee amount for each learner for services to be provided by the RTO to those learners; and – All establishment and ongoing maintenance costs for the bank guarantee are met by the RTO 	<input type="checkbox"/>	<input type="checkbox"/>
2. The RTO holds current membership of a Tuition Assurance Scheme approved by ASQA	<input type="checkbox"/>	<input type="checkbox"/>
3. Any other fee protection measure approved by ASQA	<input type="checkbox"/>	<input type="checkbox"/>

7.4 The RTO holds public liability insurance that covers the scope of its operations throughout its registration period.

Original finding: Not audited

Following rectification: n/a

Evidence guidance	Y	N
Public liability insurance is in place that: <ul style="list-style-type: none"> • Provides coverage for the RTO • Covers training and assessment activities 	<input type="checkbox"/>	<input type="checkbox"/>

7.5 The RTO provides accurate and current information as required by the *Data Provision Requirements* as updated from time to time.

Not audited

Standard 8. The RTO cooperates with the VET Regulator and is legally compliant at all times. To be compliant with Standard 8 the RTO must meet the following:

- 8.1 The RTO cooperates with the VET Regulator:**
- a) by providing accurate and truthful responses to information requests from the VET Regulator relevant to the RTO's registration;
 - b) in the conduct of audits and the monitoring of its operations;
 - c) by providing quality/performance indicator data;
 - d) by providing information about substantial changes to its operations or any event that would significantly affect the RTO's ability to comply with these standards within 90 calendar days of the change occurring;
 - e) by providing information about significant changes to its ownership within 90 calendar days of the change occurring; and
 - f) in the retention, archiving, retrieval and transfer of records.



Original finding: Not audited

Following rectification: n/a

Evidence guidance	Y	N
The RTO co-operates with ASQA:		
• By providing accurate and truthful responses to information requests relevant to the RTO's registration	<input type="checkbox"/>	<input type="checkbox"/>
• In the conduct of audits and the monitoring of its operations	<input type="checkbox"/>	<input type="checkbox"/>
• By providing quality/performance indicator data	<input type="checkbox"/>	<input type="checkbox"/>
• By providing information about substantial changes to its operations or significant changes to its ownership or any event that would significantly affect the RTO's ability to comply with these standards within 90 days of the change occurring	<input type="checkbox"/>	<input type="checkbox"/>
• In the retention, archiving, retrieval and transfer of records	<input type="checkbox"/>	<input type="checkbox"/>

Reference: [ASQA General Direction – Retention requirements for completed student assessment items](#)

8.2 The RTO ensures that any third party delivering services on its behalf is required under written agreement to cooperate with the VET Regulator:

a) **by providing accurate and factual responses to information requests from the VET Regulator relevant to the delivery of services; and**

b) **in the conduct of audits and the monitoring of its operations.**

Original finding: Compliant

Following rectification: n/a

Evidence guidance	Y	N
Third party arrangements are in place for delivery of services (also refer Clause 2.3) If no, clause is not audited. If yes:	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Written agreements include a clause requiring that third parties co-operate with ASQA in:		
• Providing accurate and factual responses to information requests from ASQA relevant to the delivery of services	<input checked="" type="checkbox"/>	<input type="checkbox"/>
• In the conduct of audits and the monitoring of its operations	<input checked="" type="checkbox"/>	<input type="checkbox"/>

8.3 The RTO notifies the Regulator:

a) **of any written agreement entered into under Clause 2.3 for the delivery of services on its behalf within 30 calendar days of that agreement being entered into or prior to the obligations under the agreement taking effect, whichever occurs first; and**

b) **within 30 calendar days of the agreement coming to an end.**

Not audited

8.4 The RTO provides an annual declaration on compliance with these Standards to the VET Regulator and in particular whether it:

a) **currently meets the requirements of the Standards across all its scope of registration and has met the requirements of the Standards for all AQF certification documentation it has issued in the previous 12 months; and**

b) **has training and assessment strategies and practices in place that ensure that all current and prospective learners will be trained and assessed in accordance with the requirements of the Standards.**

Not audited



8.5 The RTO complies with Commonwealth, State and Territory legislation and regulatory requirements relevant to its operations.

Not audited

8.6 The RTO ensures its staff and clients are informed of any changes to legislative and regulatory requirements that affect the services delivered.

Original finding: Compliant

Following rectification: n/a

Evidence guidance

Y N

Staff and clients are informed of changes to legislative and regulatory requirements that affect the services delivered

