



Driver Academy
AUSTRALIA

RTO 46350

Privacy Policy and Procedures

Version 2.0 – February 2026

Website: www.driveracademyaustralia.com.au

Email: enquires@driveracademyaustralia.com.au

Mobile: 0415 059 019

Address: 20 Elizabeth Street, Tanunda SA 5352

Version Control

Item	Summary of update	Version	Review date
1	New comprehensive Policy and Procedures document created to replace old, outdated policy suite.	v2.0	23/02/2026
2			

Quality area	Student Support; Governance; Accountability
Author	Driver Academy Australia / Access Industry Solutions
Status	Approved
Approved by	Paul Tanner
Approval Date	24/02/2026

Copyright

Copyright, Intellectual Property, Professional Lien and Moral Rights

1. Ownership of Intellectual Property

All intellectual property rights, including copyright and any other proprietary or statutory rights, in all documents, materials, works, deliverables, methodologies, templates, frameworks, training and assessment materials, reports, data, and other content created, authored, developed, or supplied by AIS (the *Works*), whether in draft or final form, remain the sole and exclusive property of AIS, unless expressly agreed otherwise in writing. No right, title, or interest in the Works is transferred to the Client except as expressly set out in the Client Services Agreement and this copyright notice.

2. Entity-Specific Use and Non-Transferability

Any licence or right granted under this Agreement to use the Works is granted solely to the specific legal entity identified as the Client in the Client Services Agreement.

The licence:

- is personal to that entity; and
- must not be assigned, transferred, sublicensed, novated, shared, or otherwise made available to any other entity, including (without limitation) related bodies corporate, partners, shareholders, directors, officers, contractors, affiliates, successors, stakeholders, joint venture participants, or any other third party, whether now or at any time in the future, without the prior written consent of AIS, which may be granted or withheld in AIS's absolute discretion.

Any unauthorised transfer, sharing, or use of the Works by another entity constitutes a material breach of the Client Services Agreement and an infringement of AIS's intellectual property rights.

3. Professional Lien

AIS retains a professional lien over all Works created or supplied under the Client Services Agreement and this copyright notice.

Notwithstanding any other provision of the Client Services Agreement:

- AIS is not required to release, licence, assign, or provide final or editable versions of any Works; and
- the Client acquires no right to use, reproduce, publish, distribute, or rely upon the Works, until all outstanding invoices, fees, disbursements, and any accrued interest owing to AIS have been paid in full.

This lien survives termination or expiry of the Agreement.

4. Limited Licence (If Applicable)

Subject to full payment of all amounts owing, AIS may grant the Client a non-exclusive, non-transferable, non-sublicensable, revocable licence to use the Works solely for the purpose expressly agreed in writing and only for the benefit of the Client entity named in the Client Services Agreement.

Any use outside that agreed purpose or by any other entity constitutes an infringement of AIS's intellectual property rights.

5. Moral Rights and Integrity of Works

AIS does not waive and expressly reserves all moral rights (as defined in the *Copyright Amendment (Moral Rights) Act 2000 (Cth)*) in respect of all Works created by AIS under the Client Services Agreement and this copyright notice.

Without limiting the foregoing, the Client must not, without the prior written consent of AIS (which may be granted or withheld in AIS's absolute discretion):

- a) fail to attribute AIS as the author of the Works, or falsely attribute the Works to another person;
- b) amend, adapt, edit, alter, distort, crop, reformat, translate, excerpt, or otherwise modify the Works; or
- c) do, or omit to do, any act in relation to the Works that would, or may reasonably be expected to, be prejudicial to AIS's honour, professional reputation, or standing.

6. Conditions on Consent

Where AIS provides consent under this notice, such consent may be subject to **reasonable conditions**, including but not limited to:

- mandatory attribution wording;
- quality control and audit requirements;
- version control and approval processes;
- restrictions on context, audience, format, or medium of use; and
- immediate withdrawal of consent if conditions are breached.

7. No Implied Consent

Nothing in this Agreement, any Client Services Contract, Statement of Work, or related document operates as a consent by AIS to any act or omission that would infringe AIS's moral rights or intellectual property rights, except to the extent expressly agreed in writing by AIS.

8. Survival

This clause survives termination or expiry of any Agreement and continues in full force and effect.

Contents

Purpose.....	5
Definitions.....	5
Scope.....	6
Responsibilities.....	6
Alignment.....	6
Policy.....	8
Principles.....	8
Collection of Information.....	9
Storage and Use of Information.....	10
Disclosure of Information.....	10
Surveys.....	11
Access to and Correction of Records.....	11
Complaints about Privacy.....	11
Procedures.....	11
Privacy Notices.....	11
USI Authority and Identification documents.....	11
Request to Access records.....	12
Request for Amendments to Records.....	12
Complaints.....	13
Policy Governance.....	13

Purpose

The purpose of this policy is to outline Driver Academy Australia's (The Academy) commitment to protecting the privacy and confidentiality of learner, staff and stakeholder information. This policy ensures compliance with the *Privacy Act 1988 (Cth)* and other relevant privacy legislation.

Definitions

- **ASQA** means Australian Skills Quality Authority, the national VET regulator and the RTO's registering body.
- **Australian Privacy Principles (APPs)** refers to the principles govern how entities handle personal information, including collection, use, disclosure, and storage.
- **APP Entities** collectively refers to the organizations and agencies covered by the APPs.
- **Compliance Standards** refers to the Compliance Standards for National Vocational Education and Training Regulator (NVR) Registered Training Organisations (RTOs) Instrument 2025.
- **Consent** means an individual's agreement to the collection, use, or disclosure of their personal information. This agreement can be either express (explicitly stated) or implied (inferred from conduct). For consent to be valid under the Privacy Act, it must be voluntary, informed, specific, current, and given by someone with the capacity to understand.
- **Credential Policy** refers to the Credential Policy for National Vocational Education and Training Regulator (NVR) Registered Training Organisations (RTOs) Instrument 2025.
- **Credit Reporting Information** refers to data used in credit reporting, such as payment information, defaults, and credit applications.
- **Individual Rights** refers to the rights individuals have regarding their personal information, such as the right to access, correct, and control how their information is used.
- **Organisation** means any person, company, partnership, unincorporated group, or trust that is not a small business, political party, government agency, State or Territory authority, or a listed public body.
- **Outcome Standards** refers to the Outcome Standards for National Vocational Education and Training Regulator (NVR) Registered Training Organisations (RTOs) Instrument 2025.
- **Personal information** means information or an opinion about an identified individual, or an individual who is reasonably identifiable:
 - Whether the information or opinion is true or not; and
 - Whether the information or opinion is recorded in a material form or not.
- **Responsible Person** means a person nominated by the individual to be contacted in case of emergency.
- **Sensitive Information** means details about (but not limited to) racial or ethnic origin, political opinions, religious beliefs, health information, and more.
- **Small Business** refers to an entity with an annual turnover of \$3 million or less, unless certain exceptions apply.
- **Unique Student Identifier (USI)** is a unique reference number issued to an individual by the Australian Government, in accordance with the Student Identifiers Act 2014. It is made up of numbers and letters and enables an individual to look up and track their training achievements in an online database.

Scope

This policy applies to all personal and sensitive information collected, stored, and managed by The Academy, including information related to learners, staff, and other stakeholders. This policy is to be read in conjunction with other legislative, regulatory and internal policies and procedures that are deemed relevant.

Responsibilities

The policy and procedures document applies all learners enrolling in a nationally-recognised qualification or course at The Academy.

- Chief Executive Officer / Training Manager
- RTO Manager
- Trainers and Assessors
- Student Liaison team
- Learners – current and past

Alignment

Outcome Standards, Compliance Standards and Credential Policy for National Vocational Education and Training Regulator (NVR) Registered Training Organisations (RTOs) Instruments 2025*

***Please note:** the information below, including number formatting, while inconsistent, is a direct reflection of the regulatory instruments and number formatting as endorsed by the regulator ASQA.

Outcome Standards:

Outcome Standard 2.1

VET students have access to clear and accurate information concerning the organisation, the relevant training product, and students are made aware of any changes that may affect them.

Performance indicators:

An RTO demonstrates:

- a. all information provided to VET students by the organisation or any third parties is clear, accurate and current;
- b. how it identifies which information VET students require prior to their enrolment and how that information is communicated to VET students prior to their enrolment;
- c. the following information is easily accessible to VET students:
 - i. the training product code and title, duration, modes of delivery, training delivery, location, training commencement dates, scheduling, any requirements to commence or complete the training product including assessment requirements, whether any licencing or occupational licence requirements apply, and details of any third party arrangements that apply to the delivery of the training;
 - ii. the training support services and wellbeing support services that are available to the VET student, and how the student can access those services;

- iii. all fees, costs and charges associated with the provision of the training product which VET students may incur, including payment terms and conditions, any applicable refund policies and the availability of any relevant government training entitlements and subsidies;
- d. any obligations or liabilities which may be imposed on VET students undertaking the training product, including any obligations requiring VET students to acquire any materials, equipment or IT, any costs and processes associated with withdrawing from training, and costs and processes associated with obtaining a Student Identifier, and any requirements for VET students to undertake work placements;
 - i. the organisation provides all VET students with documentation prior to enrolment or before any fees are required to be paid which sets out:
 - ii. the training which the organisation or third parties will provide the VET student;
 - iii. all fees, costs and charges which the VET student will be required to pay; and
 - iv. any obligations or liabilities which may be imposed by the organisation or third parties on the VET student; and
- e. that it informs VET students, as soon as practicable, of any changes to training products or the organisation's operations that may affect VET students, including any changes relating to the transition of superseded, deleted, or expired training products.

Outcome Standard 2.7

Feedback and complaints management addresses concerns and informs continuous improvement of the registered training organisation.

Performance Indicator:

An RTO demonstrates:

- a. it operates a complaints management system that:
 - i. allows feedback and complaints about the organisation, any third parties, and any person employed or contracted by the organisation;
 - ii. ensures all parties are afforded procedural fairness;
 - iii. identifies reasonable timeframes for responding to and resolving complaints; and
 - iv. provides avenues for further action where complaints are not resolved;
- b. information about how to provide feedback and make complaints through the complaints management system is publicly available and easily accessible by VET students;
- c. VET students are supported to provide feedback and make complaints;
- d. outcomes of complaints are documented by the organisation and communicated to all parties to the complaint; and
- e. feedback and complaints are used by the organisation to inform continuous improvement.

Outcome Standard 2.8

Effective appeal processes are available to VET students where decisions of the registered training organisation or a third party adversely affect the student.

Performance Indicator:

An RTO demonstrates:

- a. it operates an appeals management system that:
 - i. allows VET students to appeal decisions of the organisation, any third parties, and any person employed or contracted by the organisation, where those decisions adversely affect the student;
 - ii. ensures all parties to the appeal are afforded procedural fairness;
 - iii. specifies reasonable timeframes for actioning appeals; and
 - iv. provides avenues for review by an independent party if requested by the appellant (at no or low cost to the appellant);

- b. information about how to appeal an adverse decision through the appeals management system is publicly available and easily accessible by VET students;
- c. outcomes of appeals documented by the organisation and communicated to the appellant; and
- d. the outcomes of appeals are used by the organisation to inform continuous improvement.

Outcome Standard 4.1

A registered training organisation operates with integrity and maintains accountability for the delivery of quality services.

Performance Indicator:

An RTO demonstrates:

- a. the organisation and its governing persons are fit and proper persons, having regard to the Fit and Proper Person Requirements made under section 186 of the Act, as in force from time to time;
- b. its governing persons are suitable persons to oversee the operation of the organisation;
- c. its governing persons act diligently and make informed decisions which facilitate compliance with this instrument [these Standards] and any other instrument [the Compliance Requirements] made under section 185 of the Act, as in force from time to time; and
- d. the governing persons lead a culture of integrity, fairness and transparency in the organisation's delivery of services.

Compliance Standards:

20. Compliance with laws

A registered training organisation must comply with all applicable Commonwealth, State and Territory laws, including, for example, by ensuring:

1. personal information is collected, used and disclosed by the organisation in accordance with all applicable privacy laws; and
2. the organisation complies with all applicable requirements under the *Student Identifiers Act 2014*.

Policy

Principles

The Academy collects personal information solely for business operations and legal obligations, adhering to the *Privacy Act 1988 (Cth)*, including *Australian Privacy Principles (APPs) 3 and 5* (in accordance with the National VET Provider Collection Data Requirements Policy clause 4.4) and the relevant privacy legislation and regulations of the states/territories in which The Academy operates (in South Australia).

Individuals are informed about why their information is collected, how it is utilised, and who it is shared with. They have the right to access, correct, and complain about the handling of their personal information.

If adequate information is not provided as requested, The Academy may not be able to process an application for enrolment to a nationally-recognised training course.

Sensitive information is only collected, used or disclosed by The Academy if a permitted general or health situation applies in accordance with the *Privacy Act* (16A, 16B) such as:

- If the collection of the information is required or authorised by, or under, an Australian law or a court/tribunal order;

- If it is unreasonable or impracticable to obtain the individual's consent to the collection, use or disclosure; and
- If it is genuinely and reasonably believed that:
 - The collection, use or disclosure is necessary to lessen or prevent a serious threat to the life, health or safety of an individual, or to public health or safety.
 - Unlawful activity, or misconduct of a serious nature, that relates to The Academy's functions or activities has been, is being or may be engaged in, and the collection, use or disclosure is necessary in order for the entity to take appropriate action in relation to the matter.
 - The collection, use or disclosure is reasonably necessary to assist any APP entity, body or person to locate a person who has been reported as missing.
 - The collection, use or disclosure is reasonably necessary for the establishment, exercise or defence of a legal or equitable claim.

The Academy ensures each individual:

- Knows why their information is being collected, how it will be used and who it will be disclosed to.
- Is made aware of any legal requirement for The Academy to collect the information.
- Is able to access their personal information upon request.
- Does not receive unwanted direct marketing.
- Can ask for personal information that is incorrect to be corrected.
- Can make a complaint about The Academy if they consider that their personal information has been mishandled or misused in some way.
- Is made aware of any consequences for not providing the information requested.
- Whether the information is likely to be disclosed to overseas recipients, and if so, which countries such recipients are likely to be located in.

Collection of Information

Under the *Data Provision Requirements 2012*, The Academy is required to collect personal information about each learner and disclose that personal information to the National Centre for Vocational Education Research Ltd (NCVER).

Information is gathered through enrolment forms, training records, and online submissions. Personal details collected include contact info, employment and academic history, statistical background data, training records, and fees-related info.

Personal information – including personal information contained on a learner's file – may be used, or disclosed by the Academy for statistical, administrative, regulatory and research purposes. The Academy may disclose a learner's 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:

- Pre-populating RTO learner enrolment forms;

- Understanding how the VET market operates, for policy, workforce planning and consumer information;
- Administering VET, including program administration, regulation, monitoring and evaluation;
- Facilitating statistics and research relating to education, including surveys and data linkage; and
- Populating authenticated VET transcripts.

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

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

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 a learner's personal information to any overseas recipients.

For more information about how the NCVER handles personal information please refer to the NCVER's *Privacy Policy* at www.ncver.edu.au/privacy

The Department of Employment and Workplace Relations (DEWR) is authorised by law, including the Privacy Act and the NVET Act, to collect, use and disclose personal information to fulfil specified functions and activities.

For more information about how the DEWR handles personal information, please refer to the VET Privacy Notice at <https://www.dewr.gov.au/national-vet-data/vet-privacy-notice>

The Academy retains evidence that learners have acknowledged the following Privacy Notice and Learner Declaration as part of the enrolment process: <https://www.education.gov.au/privacy-notice-and-learner-declaration>

The Academy gives an undertaking that it will not, under any circumstances distribute, sell or disclose any private and confidential details to any party or third parties for the purpose of soliciting marketing materials.

Storage and Use of Information

The Academy secures personal records both physically and electronically. Information is used for learner administration, training, issuing qualifications, and marketing training products offered by The Academy, if permitted. Individuals may opt out of marketing, and no information is shared with third-party marketers without consent.

Disclosure of Information

Personal information may be shared with (but not limited to) government bodies such as ASQA, NCVER, and the USI Registrar as required. Disclosure is only made with consent, legal requirement, or if it is necessary for public safety. Any disclosed party is restricted to using information solely for the provided purpose. Permissions are generally part of the enrolment process and documentation.

Surveys

Learners may also receive a survey run by a government department or an NCVET employee, agent, third-party contractor or another authorised agency. Learners can opt out of the survey at the time of being contacted.

Access to and Correction of Records

Individuals can request access to their records by submitting the *Access to Records Request Form* or request a change to their records using the *Amendment to Records Request Form*, in accordance with *The Academy's Data and Record Management Policy and Procedures*. Access is free, though copying fees may apply. Records access or amended can be arranged within 14 days.

Complaints about Privacy

Complaints regarding information handling will be address by the Academy in accordance with *The Academy's Complaints and Appeals Policy and Procedures*.

Procedures

Privacy Notices

The Academy's management team will ensure privacy notices are added to relevant forms and information such as but not limited to Enrolment Forms, website content and promotional materials.

USI Authority and Identification documents

All participants will be required to provide a Unique Student Identifier (USI) under the *Learner Identifiers Act 2014*. Each learner's USI provides access to a secure online account that contains all their training records and results completed since the commencement of the USI on 1 January 2015, a Commonwealth government requirement.

USIs are collected by the Student Liaison team via a completed *Enrolment Form* submitted by each learner.

All learners must be able to provide a USI before a Registered Training Organisation (RTO) such as Driver Academy Australia can issue a Qualification Certificate, Record of Results and / or Statement of Attainment (SOA) upon successful completion of units of competency.

Where a learner does not have a USI, they can create one at <https://www.usi.gov.au/students/create-yr-usi> where the learner will need to provide their personal information, contact information and suitable identification.

Please refer to the *Learner Handbook* and *The Academy's Enrolment Policy and Procedures* for detailed instructions on the generation of USIs.

Request to Access records

Individuals may request to access their records by completing the *Access to Records Request Form* and submitting it via email to enquiries@driveracademyaustralia.com.au. All requests for access to personal information and records must be made in writing as the individual must be able to identify themselves and verify their identity prior to any information being disclosed.

Requests can be submitted from past or current learners or other individuals to access records held in a file about a learner, or access to a previously issued AQF certification document. Please refer to the *Data and Record Management Policy and Procedures* and *AQF Certification Policy and Procedures* for more information.

Upon receiving a completed form, The Academy's Student Liaison team will:

- Confirm the request is valid and has been made by the individual to which the records relate (i.e. check identification documents);
- Make arrangements for the provision of accessed records (i.e. mailing copies, providing a time for records to be viewed etc.).
- Confirm arrangements in writing within 14 days of receiving the request.
- Mail records, where requested, to the address that is held on file for that individual, unless an alternate address is provided along with proof of identity (e.g. a driver's license or utility bill).
- Ensure the learner has provided photo ID prior to being shown records in person. The ID should be matched to records held on file for the individual to confirm they are only viewing their own records.
- Make a note on how the records were accessed on the individual's secure file and record information in the aXcelerate Student Management System (SMS) if applicable.

There is no charge to access learner records however there is a cost of 50c per page for photocopying or printing.

Request for Amendments to Records

Past learners who have received issued qualifications, records of results and / or statements of attainment (SOAs) from The Academy can request for incorrect records held about them to be corrected. To correct details and information, including certificate reprint, learners must make their request in writing by completing the *Amendment to Records Request Form* and submitting it via email to enquiries@driveracademyaustralia.com.au.

Upon receipt of a completed request form, The Academy's Student Liaison team will consider whether the records held are correct or not. If the request is valid and records are incorrect, the Academy will update the records accordingly. Records will not be updated if they are found to be correct.

If a request has been received to re-issue a qualification in a name that has been changed legally, a processing fee of \$75 must be paid prior to The Academy generating the re-issued qualification.

Current learners who wish to update their personal information must complete the *Change of Details Form* and submit it via email to enquiries@driveracademyaustralia.com.au.

The Academy will advise the individual in writing within 14 days of the actions taken to amend their records.

Complaints

If a learner has concerns about how the Academy is managing personal information, they are encouraged to inform staff of the Academy and discuss their concern. Learners can also make a complaint directly to the Academy using the *Complaint Form* and submitting it via email to enquiries@driveracademyaustralia.com.au.

Under the *Privacy Act*, learners also have the right to make a complaint to the office of the *Australian Information Commissioner (OAIC)* about the handling of personal information. More information about making a privacy complaint can be found at: <http://www.oaic.gov.au/privacy/privacy-complaints>

Policy Governance

All systems and materials in relation to privacy must be reviewed and approved by the CEO / Training Manager and / or RTO Manager before publication to ensure compliance with RTO standards and regulatory requirements.

The Academy will regularly monitor its privacy-related processes to ensure ongoing compliance and will promptly address any non-compliant practices or areas of improvement identified, and document this in the *Continuous Improvement Register* accordingly.