# TOFS Terms and Conditions

This information is designed to provide you with details relevant to enrolling into TOFS International courses.

Registered Training Organisation 21120.

For the purposes of this document TOFS International is trading as Training Online Food Safety (“TOFS’).

For Pre-Enrolment information please visit our website

[www.trainingonlinefs.edu.au](http://www.trainingonlinefs.edu.au)

If you have enrolled in a TOFS course, you must accept the specific terms and conditions outlined below under the title “**TOFS Online Terms & Conditions of Enrolment”.**

**Pre-Enrolment Information & System Requirements**

TOFS delivers training and assessment online.

This information is designed to provide you with details relevant to enrolling into TOFS courses.

Nationally recognised training requires the RTO to record and report to relevant government bodies details of the participants’ identification (must be Government issued id: eg: Driver’s Licence, Passport or Birth Certificate are all acceptable) the original ID must be sighted, copied and certified by a JP and the original JP certified document sent to TOFS (please do not send your original form of ID).

**Enrolment into TOFS online courses**

● Student (client) goes to [www.trainingonlinefs.edu.au](http://www.trainingonlinefs.edu.au) to select course, pay for course, register/enrol, receive email receipt of payment and enrolment details

● Commence course and complete all assessment requirements

● Student (client) receives an email confirming the enrolled student has completed their training and can download certificate immediately.

**NSW Food Authority**

All students enrolling in the NSW Food Safety Supervisor training need to be aware that TOFS will provide personal information to the NSW Food Authority as part of the process to issue the NSW Food Authority’s Food Safety Supervisor Certificate. After all online components are completed your NSW Food Authority will be posted to you.

**Privacy Policy**

In accordance with our Privacy and Freedom of Information Policy, we are committed to protecting the privacy and personal information of all of our staff and students.

Where a Participant is enrolled by a Third Party i.e employer, TOFS have permission to discuss the Participants’ progress with this Third Party - and share information about the Participant's training progress.

We will not disclose personal information we have collected from a person to a third party without the written consent of the person concerned, except where it is required:

● By law

● To comply with the NVR Standards for registered training organisations,

● To lessen or prevent a serious and imminent threat to an individual’s life, health or safety; or a serious threat to public health or public safety

● As part of a necessary investigation into suspected unlawful activity, and its use or disclosure to relevant persons or authorities.

Information is released to Government Authorities i.e. AVETMIS, NSW Food Authority, OLGR QLD and Consumer Affairs Victoria.

We will obtain written permission from any person or organisation for the use of any information that refers to them, and will abide by any conditions of that permission.

**Unique Student Identifier (USI)**

The protection of your USI – and the personal and educational data that it links to – is paramount and important safeguards will be in place to protect your privacy. A key principle underpinning the initiative is that individuals will have control over their USI and can determine who can have access to the personal and educational records associated with it.

Under the USI initiative a student’s USI must not be collected, used or disclosed by anyone other than the student for a purpose other than those set out in the legislation. There is also a requirement that anyone that has a record of your USI is to protect that record from misuse or unauthorised access.

Your privacy is further protected by the legislation requiring that any personal information collected by a training provider solely for the purpose of applying for the USI on your behalf is to be destroyed after the USI is obtained.

The USI will be stored by the Student Identifiers Agency, along with some personal information about you, such as your name, date of birth and a way of contacting you such as an email address. The USI will also be held by the National Centre for Vocational Education Research in a separate database along with your training records. Your personal information and training record will be linked only when you request a transcript of your achievements using your USI, you authorise someone else to do so or otherwise in accordance with the legislation.

The Australian Information Commissioner will be the key regulator of the privacy and confidentiality aspects of the USI legislation and will have the capacity to investigate and impose a range of sanctions.

[**Click here to view the Privacy Notice**](https://au.bsnapps.com/cft/Document?q=SjRuNjMyMXhIb2c9))

**System Requirements for Online Training**

Before you buy your online training:

Check TOFS’s Online Support Knowledge Base for the system requirements of your course:

[http://support.TOFS.com.au](http://support.cft.com.au)

If you are unsure please contact TOFS on support@trainingonlinefs.edu.au before you buy online training.

**Assessment Process**

The TOFS assessment process is designed to meet the requirements of the nationally recognised units.

For Food Safety, you will have a set of assessment tasks, which include industry-based case studies, quizzes, and short answer questions. All units require you to demonstrate practical skills and have these observed by a qualified 3rd party.

For Online RSA training, all assessments occur online, and include case studies and questions.

If you would like more information about the assessment process for the training you are doing, please contact us on 1300 665 633 or support@trainingonlinefs.edu.au.

**Fees and Charges**

All TOFS fees have been kept to a minimum to make training cost-effective for both individuals and for businesses.

Please see our website for all course charges, or for further information, call our office on 1300 665 633.

There are no additional charges to re-sit assessments.

Current costs are available on our[website](http://www.trainingonlinefs.edu.au).

**Non-course Fees and Charges**

Fees may apply for:

- Recognition of Prior Learning Service (administrative and/or travel costs)

- Recognition of Current Competency Service (administrative and/or travel costs)

- Certificate re-prints (administrative costs)

- Requests for additional certificates (administrative costs)

Apply to the office for more information about requirements and fees for these services

# TOFS Online Terms & Conditions of Enrolment

## 1. Interpretation

1.1. In these Terms and Conditions, unless the context or subject matter requires otherwise, reference to:

1.1.1. **"Client"** means any person who purchases or receives any Training;

1.1.2. **"TOFS"** means the CFT International Pty Ltd;

## 2. Electronic Communications

2.1. TOFS and the Client both consent to the requirements for any signature being satisfied by electronic communication pursuant to section 14 of the *Electronic Transactions (Queensland) Act 2001 (Qld).*

2.2. Where any consent to the use of electronic communications is required by the *Electronic Transactions (Queensland) Act 2001 (Qld)*, both TOFS and the Client irrevocably give that consent.

## 3. Information

3.1. The Client warrants that the information which it provides to TOFS, whether directly or indirectly, or through the Website, or which is otherwise displayed on the Website is provided in good faith and is true and correct to the best of the knowledge information and belief of the Client.

3.2. To avoid doubt, it is a breach of this Agreement by the Client to provide false or misleading Information to TOFS, whether directly or indirectly, or through the Website, or to otherwise display false or misleading Information on the Website.

3.3. Without limiting clause 4, the Client releases TOFS from and indemnifies against any liability arising out of or in connection with any false or misleading information provided by any Participant.

3.4. The Client acknowledges that, to the extent allowable at law, TOFS does not guarantee the accuracy of, and is not liable for any loss or damage caused by, any Information provided or displayed on the Website, by any third party (including a Participant).

## 4. Obligations of Client

4.1. Clients who undertake Training must :

4.1.1. undertake the Training in a responsible manner ensuring that the Client reads and understands the course material, including material the Client is directed to through links to other websites or attached articles;

4.1.2. recognise that activities are part of the learning process;

4.1.3. complete all Training activities and revise the course if the Client is unable to complete the required tasks correctly prior to attempting the assessment tasks;

4.1.4. not use material from any other source in your assessments without recognising that source, including information available on the web;

4.1.5. conduct the Training in the manner detailed, and materials lodged as part of the Client’s assessments, must be the Client’s own work;

4.1.6. The Client must not seek or accept assistance with assessments except for support offered by the accredited and recognised on-line support offered by TOFS, and approved mentors assisting students approved to receive language literacy and numeracy support.

4.2. The Client warrants that the Information which it provides to TOFS, whether directly or indirectly, or through the Website, or which is otherwise displayed on the Website is provided in good faith and is true and correct to the best of its knowledge, information and belief. That is, that the client is declaring that all information it provides is true and correct. The client also declares that all assessment work is their own.

4.3. To avoid doubt, it is a breach of these Terms and Conditions by the Client to provide false or misleading Information to TOFS, whether directly or indirectly, or through the Website, or to otherwise display false or misleading Information on the Website.

For further information contact:

CFT International

Phone: 03 5966 9977 or 1300 665 633

support@trainingonlinefs.edu.au