



# STUDENT HANDBOOK



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## A1 Introduction

### About this Student Handbook and Updates

This is the student handbook of *EM Institute* – Registered Training Organisation #45601 ('The RTO')

*EM Institute* is the trading name of National Education Pty Ltd.

It outlines the policies and procedures of the RTO for all students.

As appropriate, from time to time, the handbook is updated to reflect any changes in policies and procedures. All students are expected to abide by the information within this handbook or subsequent versions of it.

Version control is maintained by the latest version of the handbook being published on the RTO website.

### About the RTO

The RTO is a Registered Training Organisation and provides nationally accredited training for our industry.

All training delivered is undertaken in accordance with the Vocational Education Training (VET) Quality Framework.

Further information about the VET Quality Framework can be found on the Australian Skills Quality Authority website.

The VET Quality Framework provides a range of standards and requirements that ensure candidates receive best practice in training and education.

### Contact Details

For up to date contact information please refer to our website – [www.EMinstitute.com.au](http://www.EMinstitute.com.au)

## A2 Responsibilities, Code of Conduct and Policies

### Competency Based Training

We deliver a range of training for our sector – ranging from short skills courses through to national accredited qualifications.

The national qualification/s we deliver incorporate a complete set of units of competency. Students must demonstrate competency in a unit to be assessed as 'Competent'. The term 'competency', describes the required application of knowledge, skills and personal attributes needed in a specific area of work. Competency also embodies the ability to transfer and apply skills and knowledge to new situations and environments.

For further information regarding competency based training and the Australian Qualifications Framework visit [www.aqf.edu.au](http://www.aqf.edu.au).

### Responsibilities of the RTO

Our RTO is subject to legislation related to training and assessment as well as general business practice. As a simple overview our responsibilities to students include:

- Provide quality training and assessment
- Comply with the Standards for RTOs 2015
- Issue AQF certification to students who are qualified

This legislation governs our obligations as an RTO, our obligations to students, and relates to the industry in which we conduct training.

Our courses adhere to the following legislative framework and requirements:

- Standards for Registered Training Organisations 2015
- Australian Qualifications Framework
- Fit and Proper Person Requirements
- Financial Viability Risk Assessment Requirements, and
- Data Provision Requirements

Further relevant legislation that affects the delivery of our training and assessment services includes:

- Age Discrimination Act 2004
- Copyright Act 1968
- Copyright Amendment (Digital Agenda) Act 2000
- Disability Discrimination Act 1992
- Disability Discrimination Amendment (Education Standards) Act 2005
- Disability Discrimination and Other Human Rights Bill 2009
- Disability Discrimination Regulations 1996
- Disability Standards for Education 2005
- Equal Employment Opportunity (Commonwealth Authorities) Act 1987
- Fair Work (Registered Organisations) ACT 2009

- Fair Work Act 2009
- Fair Work Amendment (state referral) Act 2009
- Occupational Health and Safety amendment 2007
- Privacy Act 1988
- Privacy Amendment Act 2004
- Racial Discrimination Act 1975
- Sex Discrimination Act 1984
- Work Health and Safety (Transitional and Consequential Provisions) Act 2011
- Work Health and Safety Act 2011
- Workplace Relations Act 1996
- Legislative Instruments Act 2003
- Human Rights and Equal Opportunity Act 1986
- Trade Practices Act 1974

### Student Code of Conduct

Our RTO is committed to maintaining a positive learning environment.

Students have an obligation to maintaining this positive learning environment too. Students need to conduct themselves at all times in a professional and respectful manner.

Expectations of Student code of conduct include but are not limited to:

#### Follow Policies and Procedures of the RTO

At all times the student abides by the RTO's policies and procedures.

#### Academic Misconduct

The student avoids academic misconduct which includes but is not limited to:

- *cheating* – including supporting others in cheating
- *plagiarism, collusion* – including working in groups where not approved by the teacher, electronic plagiarism
- *falsifying* information

#### Behavioural Misconduct

The student avoids behavioural misconduct which includes but is not limited to:

- Any act or failure to act that endangers the safety or health of any other person
- Acting in a way that causes students or staff or other persons to fear for their personal safety
- Acting in a way that causes damage to property
- Any form of harassment, whether based on gender, race, age, ability, sexual preference or religious belief
- Being under the influence of prohibited drugs or substances including alcohol.
- Trespassing or knowingly entering any place within the premises of the College that is out of bounds to students
- Engaging in abusive behaviour verbally or physically

### Self Responsibility for Medical Conditions

It is the student's responsibility to advise the RTO in writing if they have any pre-existing medical condition or develop medical condition during their studies that may put them at risk during their training and course of studies.

### Personal Property

Students acknowledge that they are responsible for their own personal property at all times and will not hold the RTO or any of its staff responsible for any loss of personal property that may have occurred whilst participating in their course. This is especially relevant to learning in the workplace.

Should a situation arise whereby a student is considered to be acting in breach of the requirements of the Student Code of Conduct, or other policies and procedures of the RTO, appropriate action will be taken and clearly communicated to the student.

This action may take different forms and does not exclude the student to the right to appeal the action or outcome.

### Work Health and Safety

The RTO is committed to providing and maintaining a safe and healthy workplace for all staff, students and visitors. Students are requested to follow and adhere to any WHS procedure or policy of the RTO when relevant.

Students must follow the WHS policies of their relevant workplace and are expected to follow the working from home checklist whilst studying from home. The is can be found at [safeworkaustralia.gov.au](http://safeworkaustralia.gov.au)

### Privacy Principles and Policy

The RTO is committed to providing quality services to you and this policy outlines our ongoing obligations to you in respect of how we manage your Personal Information.

We have adopted and are bound by the Australian Privacy Principles (APPs) contained in the Privacy Act 1988. The APPs govern the way in which we collect, use, disclose, store, secure and dispose of your Personal Information. A copy of the Australian Privacy Principles may be obtained from the website of The Office of the Australian Information Commissioner at [www.oaic.gov.au](http://www.oaic.gov.au)

The objective of the Privacy policy is:

- i. To ensure the privacy of held personal data.
- ii. To clarify circumstances where personal information is provided to third parties.
- iii. To ensure the security of personal information by the RTO

The RTO will only collect necessary information pertaining to one or more specific operations.

The RTO will take all reasonable precautions to ensure personal information collected, used and disclosed is accurate, complete and up to date.

Students and staff have a responsibility to notify of any changes to their personal information.

The RTO will take all reasonable measures to ensure all collected personal information is protected from misuse, loss or damage, and that all data and record storage is secure from unauthorised access, modification or disclosure.

Types of personal information the RTO may be required to collect from students includes but not limited to:

- full name, gender, date of birth
- enrolment and course information
- fees information
- medical conditions where it has been supplied by student
- Photo ID
- Evidence of nationality
- English proficiency
- Past education and qualifications

The personal information held by the RTO is strictly limited used to conduct its business of enrolment, training and certification of students and employment of staff.

It may be shared between the Australian Government and designated authorities where relevant.

In a situation where the permission is not possible i.e. an emergency situation, a legal situation information may be shared at the discretion of a senior RTO manager.

Any individual can gain access to their personal information by requesting in writing and appropriate identification. We will not charge any fee for your access request, but may charge an administrative fee for providing a copy of your Personal Information.

### Student Photo, Images or Videos

A student of the RTO may be filmed or photographed or any other image collected during their studies with the RTO. As a condition of enrolment, students authorise and give permission to the RTO to use these for marketing or promotional material. This material will be the property of RTO and RTO does not owe any monetary benefits towards its students for any material that has been created. If you do not wish for your image to be used in this manner please inform the RTO prior to enrolment.

## A3 Pre-Enrolment Information

### Information about your course

Prior to enrolment the RTO will ensure the following information is provided to students via our website or other supporting materials accessed via the website:

- the code, title and currency of the training product to which the learner is to be enrolled
- the training and assessment, and related educational and support services the RTO will provide to the learner including the course
- estimated duration
- expected locations at which it will be provided if applicable
- expected modes of delivery
- any work placement arrangements if applicable
- any requirements the RTO requires the learner to meet to enter and successfully complete their chosen training product
- any materials and equipment that the learner must provide

Prospective students are also invited to contact the RTO for further explanation if required.

### Learner Requirements for each Course

Prior to enrolment a prospective student should clearly understand the requirements they must have or meet to complete a course.

The most up to date and accurate learner requirements are published with the details of each course on our website. Prospective students are also invited to contact the RTO for further explanation if required.

Course requirements may include but not limited to:

- learning resources a student must provide or have access to e.g. computer, internet
- accessing a work place to conduct elements of the course and requirements of the workplacement
- physical requirements or attributes a student may need to have to complete a course
- the students suitability for a mode of learning or study

### Unique Student Identifier

If you are undertaking nationally recognised training delivered by a registered training organisation you will need to have a Unique Student Identifier (USI).

A USI gives you access to your online USI account which is made up of ten numbers and letters. It will look something like this: *3BT22YH9Y4*.

A USI account will contain all your nationally recognised training records. Your USI will also be needed by the RTO before a Statement of Attainment or Qualification can be issued.

For more details about your USI please visit [www.usi.gov.au](http://www.usi.gov.au).

Upon enrolment, we will ask you to provide us with your USI. If you provide your existing USI, we are responsible for verifying its accuracy.

If you do not provide one, the RTO will either ask you to provide one or obtain one on your behalf. As a condition of enrolment, a student automatically grants the RTO permission to use the personal information we have gathered to verify a USI provided or obtain one on your behalf.

### Age restrictions

Unless otherwise agreed students under 18 years old at the time of commencement are not able to enrol into our courses.

### Pre-requisites

Students will need to observe any entry or pre-requisite requirements for any unit or course. Details of any necessary pre-requisite will be available with course information prior to enrolment.

## Learning Needs & Support Strategies - Prior To Enrolment

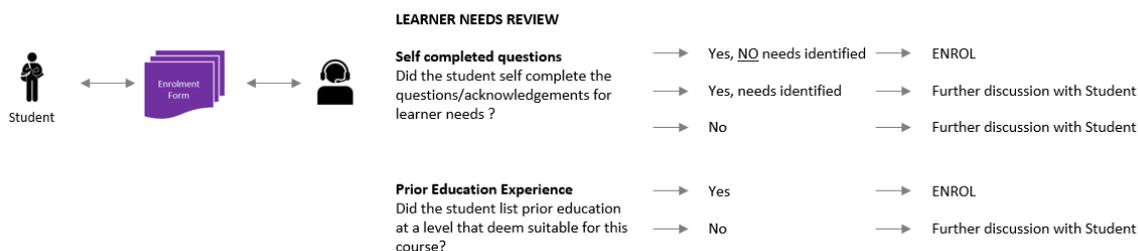
Prior to the commencement of training the RTO

A) invites students to identify any learning needs or support strategies that may require including support with Language Literacy and Numeracy.

B) use our own strategies to assess directly if the course is appropriate and if the student may require support

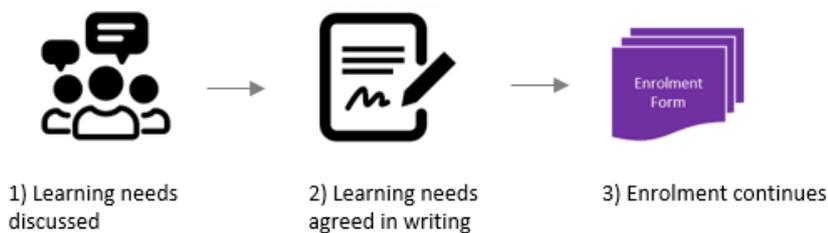
The processes include:

Step	Action By	Description
<b>Enrolment Questions- Learning Needs</b>	Student	Enrolment form question to ask student if they want to raise any learning needs prior to enrolment.
<b>Enrolment Question – Education Experience</b>	RTO	The enrolment form asks students to nominate prior education experience which is used to if the course is appropriate and if the student may require support. If it is deemed insufficient then the Director Studies will need to confer with the prospective student prior to enrolment.
<b>Sample Material and Student Acknowledgement</b>	Student	The RTO will provide sample course materials prior to enrolment. Students can explore and assess this material and if they comfortable they could completed this course without any special support strategies. They acknowledge on enrolment form they have accessed these samples.
<b>Course Overview and student requirement</b>	Student	The RTO clearly articulates in Course Overview information the Student requirements for the course, which includes the style of learning the course will utilise.



If a student does require further discussion before enrolment to clarify their Learning Needs and/or suitability for the course this is to be conducted by a senior and experienced member of the staff with most knowledge of options and guidance (generally the Director of Studies).

Any support outcomes MUST be put and agreed to in writing by the RTO and Student and forms a supplementary agreement to the enrolment terms and conditions



### Learning Needs & Support Strategies - After Training Commences

In some cases educational and support services cannot be identified until the training commences.

In this cases any student experiencing difficulty in maintaining course progress should contact the RTO as soon as possible. The earlier a student seeks a support strategy, the more options can be provided.

The processes include:

Student Request	Student	Enrolled students can make a request for learning support at any time to their Trainer or Student Services. The RTO will respond to request.
Student Service Monitoring	RTO	Student services will run periodic reviews of course progress using the tools and systems they have access to <i>i.e. logs of completion activities</i> . And where appropriate will contact and invite students who look “at risk” of needing support to contact the RTO.
Trainer Monitoring	RTO	Trainers will monitor student progress using the tools and systems they have access to <i>i.e. successful completion of assessment task, course questions, failed assessment attempts, not responding to advice to resubmit NYC assessment items etc</i> And where appropriate will contact and invite students who look “at risk” of needing additional support to contact the RTO.

## Learning Needs & Support Strategies - Support Options Available

It is the RTO responsibility to provide access to the educational and support services necessary for the individual learner to meet the requirements of the training product as specified in training packages or VET accredited courses AND wherever possible by the RTO.

The RTO also adheres to the principles of access and equity: *'Access and equity means policies and approaches aimed at ensuring that VET is responsive to the individual needs of clients whose age, gender, cultural or ethnic background, disability, sexuality, language skills, literacy or numeracy level, unemployment, imprisonment or remote location may present a barrier to access, participation and the achievement of suitable outcomes'* (Glossary, Standards for RTOs 2015)

A range of support strategies are available. Examples of support strategies that may be available include, but are not limited to:

- Additional explanation of assessment policies or assessment tasks requirements beyond what is already provided in the course
- Language, Literacy and Numeracy – this is likely to be varied student to student and will be considered on an individual basis.
- One-to-one feedback and support with nominated trainer and assessor via in person, phone or email
- One-to-one feedback and support with nominated student services via in person, phone or email for issues beyond training and assessment i.e. personal issues impacting learning
- Matching with peer-to-peer study partner if available
- Modifying the training or assessment methods or equipment or resources to better suit the learning needs of students where possible. This can be for either permanent or temporary disability or medical condition.
- Extra training, classes or tutoring
- Extend duration of studies or assessment
- Advice and tactics on completing self-paced or distance education courses
- Support and advice to access external services non related to training and assessment e.g., counselling, financial advice

Some of these support strategies may require additional fees or costs. These will be identified to the student prior to accepting the support strategy.

The RTO cannot guarantee they can supply additional learning support and strategies to all students and in all cases. They are subject to the availability, capability and resources available to the RTO at the time.

The student simply needs to first contact the RTO to request an internal support service.

## External Support Resources

Students can contact the RTO at any time for advice or assistance relating to their studies.

If the RTO is unable to provide this support directly, we may be able to provide links to external support services.

The following is a list of external services student may find useful – but please contact the RTO for further assistance if these are not suitable:

Emergency	24-hour emergency assistance (Police, Fire, Ambulance)	000
Lifeline	24-hour telephone counselling - Cost of local call (fixed lines).	13 11 14
Suicide Call Back Service	24-hour crisis counselling and call back	1300 659 467
Find a Psychologist	Australian Psychological Society - An online directory to help you find a private psychologist for counselling and support	<a href="https://www.psychology.org.au/">https://www.psychology.org.au/</a>
Find a Social Worker	An online directory to help you find a private social worker for counselling and support	<a href="http://www.aasw.asn.au/directory-advanced">http://www.aasw.asn.au/directory-advanced</a>
Beyond Blue	national organisation offering information and advice on mental health issues especially depression and anxiety	<a href="http://www.beyondblue.org.au/">http://www.beyondblue.org.au/</a>
Local Library	Every State maintains directory of local libraries. Best way to find the update link to directory is google search “Local library + ‘my State’”	<a href="http://www.google.com.au">www.google.com.au</a> <a href="https://www.service.nsw.gov.au/transaction/find-local-public-library">https://www.service.nsw.gov.au/transaction/find-local-public-library</a>
Plagiarism Checker		<a href="http://www.grammarly.com">www.grammarly.com</a>
Tips for Distance or Online Learning	There is many good articles and advice online for completing online or distance learning. Different advice suits different students. Best way to source variety of ideas to assist you is google or Youtube search “Tips for online study” of variations of this search.	<a href="http://www.google.com.au">www.google.com.au</a> <a href="http://Youtube.com.au">Youtube.com.au</a>

**Cannot find a support service you need?** Students can contact the RTO at any time for advice or assistance for any support need you have and we will attempt to provide assistance.

## Student Application Process and Agreement

Students undertaking a national qualification will complete an “Application form” in which they must electronically agree to the terms and conditions contained within the application agreement.

IF the student’s application is successful, the student is given instructions to accept their position in the course by making their first payment of course fees.

As a student, you acknowledge that the act of completing an electronic application form and then the subsequent paying of fees to commence the course constitutes the agreement with the RTO has been made.

## Course Fees and Payment

### Course Fees

Course fees are published on our website and available prior to enrolment into any course.

Course fees are the total amount of fees that the student has to pay in order to undertake the course. Course Fees may include:

- ✓ Enrolment Fee (non-refundable)
- ✓ Tuition Fees
- ✓ Course material & resources fees (compulsory items)

Course fees do not include:

- Application fees (if applicable)
- Course Credit Request Fees
- Fees associated with provision payment plans (if applicable)
- Non-compulsory course material fees
- Additional Fees
- Person Travel or accommodation expenses
- Any fees paid to another person who pays the money on behalf of a student

### Additional Fees

*Course Fees* outlined at the time of enrolment are the only fees required to complete a course and gain the qualification. This is subject to the student completing their course as per the original enrolment and course conditions.

In the event a student does need to change their original course plan or request additional services, or incur penalty fees, then additional fees may apply *e.g. to replace a lost textbook, to defer your studies to a new study period or extended duration etc.*

*Additional Fees* are published as an appendix to this Student Handbook.

### Paying Course Fees

The RTO has 2 ways to pay course fees depending on the course:

- a) Subscription payment plan or
- b) upfront payment

#### *Subscription payment plan*

A Subscription payment plan is typically an initial upfront payment to commence the course, then followed by a series of regular payments on an agreed time until the total amount of the course is paid for.

Note, all qualifications must be *paid in full* for them to be issued to a student. This means if a student completes the course before the total amount of the course is paid for, the student can elect to pay out the balance of the subscription payment plan to receive the qualification.

In the event a student decides to cancel a course, they can do so with no further monies owed. To action this the student can either i) self-cancel the remaining subscription payments if they are able to on the payment gateway being used to pay the subscription or ii) cancel in writing and giving the RTO no less than 7 working days notice to action this request to cease remaining subscription payments.

#### *Upfront payment*

This is a one off payment made by the student for the full price of the course prior to the course commencing.

### Payment of Fees and course access

Payment is required to commence any course or term of study. If a student has not paid the indicated fees or defaulted on any agreed subscription payments then access to the course may be revoked. If a student does not rectify the default course payment issue on request, the RTO will automatically cancel the student's enrolment.

## Refunds

***Please note, we aim to make the information on refunds as simple and clear as possible. If you feel you do not understand this information we invite you to contact us for additional explanation.***

This section contains information on refunds and includes:

- a) what would happen in the case of student requested refund
- b) what would happen in the case the RTO defaults or a course is not delivered
- c) Information on amounts which may or may not be refunded
- d) Information on the processes for claiming a refund

It should be noted that the refund agreement, and the availability of complaints and appeals processes, does not remove the right of the student to take action under Australia's consumer protection laws.

### Refund Policy – Student Requested

*Students paying by subscription payment plan:* The subscription payment plan allows the student to enjoy a "pay as you go" model of service. These payments are used toward the ongoing costs to establish and maintain the student's enrolment in a course. Hence no refund can be given on any course fee amounts already paid on subscription payment plan.

*Students paying upfront for a course:* If a student has paid for a course, in full, then they may seek a refund. The amount of refund eligible is then calculated as the amount paid *less* refund request fee (see Additional Fee Table) *less* \$200 per week the student has been enrolled in the course. For example, a student has paid \$1,000 for a course and asks for a refund after 2 weeks. The refund eligible would be calculated as \$1,000 less refund request fee less \$400 in course fees (2 weeks X \$200).

### How to claim a refund

Any student request for a refund must be made in writing. The official refund request date will be the date the RTO receives this request in writing, as determined by the RTO.

Only course fees paid, as defined above, are subject to our refund policy. If the student received reduced pricing for their course that is not equivalent to the recommended retail price for a course the refund will always be based on the amount the student has paid.

In cases where students have been deemed eligible to receive a refund, refunds will be processed within 10 working days of receiving the written request. The method of making a refund payment to a student will be at the discretion of the RTO. Any request to receive a refund by another method can be requested for special consideration, but may also come with additional administration fees to cover bank charges or additional processing and handling.

### Refund Policy - when RTO is at default

In the case where the RTO unable to deliver a course in full or has decided to cancel a course the guarantee that RTO provides to students so that they can complete their training include either:

- A full refund of Course fees to be used to pay for another course - A refund will be issued to the student based on unexpended course fees. The refund will be paid to the student within 10 working days of the day on which the course ceased being provided *OR*
- To accept a place in another course - The student may be offered enrolment in an alternative course of the same value by the RTO at no extra cost to the student. Alternatively, the student can choose to accept a place in a course of greater value and pay to difference of course fees.

Note to further safeguard students course fees, the RTO does accept collect 'prepaid fees' (sometimes referred to as 'fees collected in advance') in excess of a total of \$1500 before the relevant services have been provided for a course of studies. Noting that the RTO determines what constitutes the variety of training services that make up each course we offer *e.g. learning materials, assessment materials, training support etc*, the value of each of these services and finally when the student has been provided each training service during the duration of an enrolment and in relation to fees paid.

### Transition requirements if a national training product is updated

Where a national training product is superseded, it is RTO's responsibility to ensure that either 1) all learners' training and assessment is completed and the relevant AQF certification documentation is issued or 2) learners are transferred into its replacement, within a period of one year from the date the replacement training product was released on the National Register.

All enrolled students need to be aware that in these special circumstances it *may* impact the time you have to complete your intended original course of studies.

In this situation, which is not at the control of the RTO, you now must accept the requirement that you can either:

- i) Complete your current and intended course of studies BEFORE the necessary transition date that the National Vocational Education and Training Regulator Act 2011 publishes, noting that this can be an earlier date than the intended completion date of your enrolment OR
- ii) Accept the transition to the new qualification and complete your course in the originally intended study duration.

Please note a transition to a new qualification may require the student to undertake additional gap training or meet new training requirements for the new qualification. This additional training may require additional fees to be paid above the fees paid for the original course.

Where an AQF qualification is no longer current and has not been superseded, all learners' training and assessment is completed and the relevant AQF certification documentation issued within a period of two years from the date the AQF qualification was removed or deleted from the National Register.

### Certification

The RTO certificates are issued in accordance with the AQF and ASQA Certificate Issuance Policy and following the guidelines issued by these organisations.

Certificates are awarded to students within 30 calendar days of the student being assessed as meeting the requirements of the qualification or course and subject to the student providing their Unique Student Identifier (USI).

All outstanding fees for a course or module, including any administration services fees incurred, must be paid before a student can be issued with a Testamur or a Statement of Attainment

It is important to protect the authenticity of certificates. Certificates issued are only valid with the following identification items included on the document:

- Award Date (date the student was assessed as meeting the requirements of the training product)
- Unique Certificate Number (automatically generated and allocated per certificate)
- the RTO's logo
- Signature of an RTO representative
- A statement that invites any interested party to contact the RTO to authenticate this certificate.

Without these items, the certificate is not considered an authentic document.

Based on student feedback and preferences, all Certificates are provided in electronic format only.

## A4 COURSE DELIVERY AND PROGRESS

### Duration for Completing Your Course

Prior to enrolment students will be given information about the scheduled duration for completing the course you have enrolled into.

Based on the course duration and commencement date students will have planned completion date. The completion date is the date by which you have agreed to complete your course.

We recommend that you organise your personal study arrangements to meet your study schedule.

### Commencement

The nature of our self-paced training programs mean that students are given access to *all* modules of a course from the first day of commencement.

So as a definition, the student will be deemed to have commenced *all* modules and *all* units of a course at the time they are given access to the course – as they will be able to at that point commence all those modules.

Course overview will provide details of the sequence in how modules can be completed and in most cases student can design a self study plan of their own commencing different modules at different times.

### Communication and Feedback with your Trainer and Assessor

Depending on the mode of study you are undertaking, communication with your Trainer and Assessor may include one of the following methods:

- Face to face in classroom
- Via Phone
- Via Email
- Via Learning Management Portal
- Via face to face video conference

Unless otherwise provided to the student at the commencement of their course, Students can check with student administration the methods of communication available to communicating with their trainer and assessor.

Feedback or response times from your trainer and assessor will be outlined in your course overview.

If students have not had a response in these timeframes, the RTO request they first contact the general student administration so we can investigate why these timeframes have not be met prior to raising any formal complaint or issue with a non-response from a trainer or assessor.

### Satisfactory Course Progress and Assessments

Qualifications are delivered and assessed in study modules or study units that align to the Units of Competency for each particular nationally recognised qualification.

Most study modules or study units will have a number of assessment tasks related to them. This aims to ensure that skills and knowledge are demonstrated across a variety of tasks and over time.

Completion of these assessment tasks will determine course progress.

Students are deemed either Competent (C) or Not Yet Competent (NYC) for course progress, in line with industry and training guidelines for assessment.

Your trainer will provide you with feedback on your assessment to explain how the decision was made. If the result was NYC they aim to also provide the student with feedback about how to undertake the assessment again to gain a completion. The student is also always welcome to ask for further feedback or instruction if this was not sufficient or clear.

To ensure students are fully understand the requirements to ensure satisfactory course progress the RTO will:

- Provide instructions on all course materials or course overviews
- Students can clarify any course progress questions or issues at any time with their Trainer and Assessor
- Students have the ability to discuss or appeal any course progress requirements or assessment outcomes.

A qualification will only be issued when a student is deemed Competent (C) for all units in line with industry and training guidelines for assessment.

## A5 FACILITIES

The RTO delivers courses predominantly by distance education including a mixed use of – self paced learning, online learning, work placements and work experience.

Students undertaking online or distance education courses will be provided the necessary tools and resources via a variety of digital access or correspondence media to complete their course.

## A6 COMPLAINTS AND APPEALS

The RTO has a complaints policy to manage and respond to allegations involving the conduct of:

- the RTO, its trainers, assessors or other staff
- a third party providing services on the RTO's behalf, its trainers, assessors or other staff or
- a learner of the RTO.

This policy and procedure is outlined below.

### First Step – Attempt informal resolution

The initial step in any complaint or grievance is to discuss and attempt to resolve the issue with the relevant persons involved on a direct and informal basis.

This could be via email, phone or in person and attempt to rectify the issue quickly and simply for all parties involved.

### Second Step - Internal Appeal

If the grievance cannot be solved informally or is considered serious in nature, the following steps must be taken by way of an internal appeal:

1. Complaints or grievance should be submitted in writing within 20 days of the occurrence or incident taking place. The RTO will only review complaints or grievances raised after this 20 day period in exceptional or compelling circumstances.
2. The complaint or grievance must be submitted in writing. It must not be anonymous. Students have access to a formal Complaints and Grievance Form available in the appendix of this Student Handbook. In addition all formal correspondence in the matter will be continued to be made in writing for record keeping purposes and clarity.
3. After submission the RTO will acknowledge receipt and contact the student of any status of the complaint or grievance within 10 days of receiving the written submission.
4. If required, relevant staff will be informed and given the opportunity to address the submission through discussion and negotiation. A written statement by staff may be submitted if required.
5. If necessary, consultation with independent external agencies will be undertaken.
6. Appropriate outcomes will be determined by senior staff of the RTO in consideration of the information given by all involved parties. These outcomes will then be implemented.
7. The student will be given a written statement on the outcome, including reasons for the outcome. This will be stored on student's record.
8. Any party may be accompanied and assisted by a support person at relevant meetings.

Where the RTO considers more than 60 calendar days are required to process and finalise the complaint or appeal the RTO will inform the student in writing with reasons why more than 60 calendar days are required and will continue to update the student on the matter.

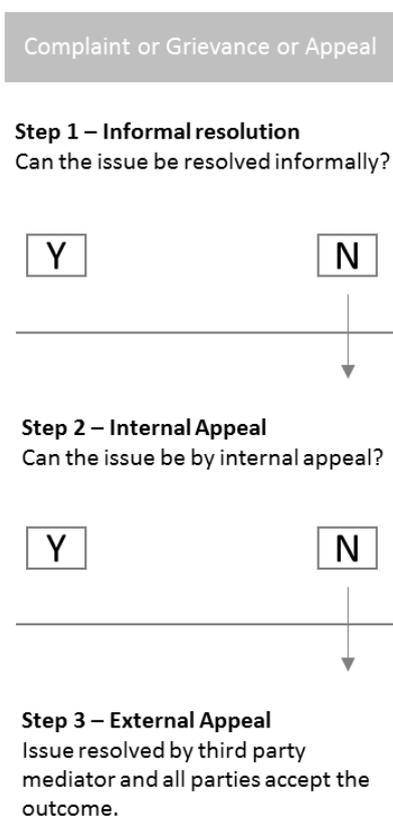
### Third Step - External Appeal

If the student feels that the internal appeal is not adequately resolved, they will be provided with an opportunity to formally present their case to a third party mediator.

Whereby a situation requires external counselling or mediation or judgement, then the student and RTO must both agree in writing on who this third party mediator will be, which will ensure fairness and independence. This third party will make the final judgement that will be binding to both RTO and student.

In the case where there may be direct costs associated to the third party mediator e.g. an external counsellor may charge an hourly fee rate to mediate, then the costs of this mediation process will be shared equally by both the RTO and the student. Any expected costs of third party mediation and the agreement to share these costs will also be outlined and agreed upon in writing.

### FLOWCHART – Appeals Process



## A7 COURSE CREDIT RECOGNITION OF PRIOR LEARNING

### Overview

Course credit allows exemption from enrolment in one or more unit(s) of competency of a course as a result of previous study, experience or skills recognition of competency currently held.

It includes Credit Transfer and Recognition of Prior Learning (RPL).

Credit Transfer is a process that provides an individual with agreed and consistent credit outcomes for components of a qualification based on identified equivalence in content and learning outcomes between matched qualifications/ units of competency. This involves mapping, comparing and evaluating the extent to which the learning outcome, discipline content and assessment requirements of the unit/s of one qualification are equivalent to those of another.

Recognition of Prior Learning (RPL) is an assessment process that assesses the competency of an individual that may have been acquired through formal, non-formal and informal learning to determine the extent to which that individual meets the requirements specified in the Training Package qualifications or VET accredited courses at [www.training.gov.au](http://www.training.gov.au).

Some of the key elements on how assessment is made for course credit include:

- Evidence is reliable, valid and sufficient
- Evidence is current
- Evidence can be compared to national training outcomes and standards

### How to Apply

Please request by email or access on our website (if available) a copy of our RPL guide and application. This contains instructions and details on how to apply for RPL or Course Credit.

## A8 Deferment, Suspension or Cancellation of Courses

Students can request a deferment, suspension or cancellation of their studies.

Students should note a deferment or suspension can affect your original study program and options to when you are able to return to your studies. Students asking for a deferment or suspension of their education program should clarify and be aware potential program changes due to this request.

Any request must be made in writing .

The outcome of the request and details of any adjusted timetable, course duration and course updated will be provided to the student in writing.

No refund or fee credit is applied to these situations other than what is possible under the refund policy in this handbook.

In some cases misconduct from the student may lead to the RTO suspending or cancelling a student's enrolment.

## A9 Disclaimer of information and technology access provided

All information provided by the RTO is provided in good faith and is believed to be accurate and current as at the date of publication.

The RTO will not be liable for any damages whatsoever whether in an action in contract, negligence or other tort, arising out of or in connection with access by third parties to our website or the information and material contained within it.

Anyone accessing our website and learning management system must accept responsibility of all risks associated with the use of the World Wide Web, which operates across insecure, public networks. Accessing the Internet may put your computer, software or data at risk of being damaged by hackers or Internet virus. Connections transmitted to and from this site could be intercepted and modified by a third person. Please ensure you have the required anti-virus and firewalls required for your operating system and these are monitored and upgraded frequently.

The RTO website may contain links and pointers to other websites operated by third parties. Third party links and pointers are included solely for your convenience. Links to third party websites do not constitute endorsement, sponsorship or approval by the RTO of the content, policies or practices of those third party websites. The RTO has no control over the content of material published by cross-referenced third party sites that may be contained in these resources. It is the responsibility of the Internet user to make their own decision as to the relevancy, accuracy, currency and reliability of information found on those sites. You agree that by accessing any third party linked website you do so at entirely at your own risk.

The RTO makes every effort to ensure the online learning management system is accessible for students at any time they wish to access learning materials. From time to time system maintenance may inhibit the student for logging in for a short period of time. We will make every effort to advise students of scheduled maintenance. In the event of a disconnection of Internet services beyond our control, RTO cannot be held liable for this third party outage.

## APPENDICES

## Additional Student Fees

### ADDITIONAL FEES

Below is a copy of Additional fees that *may* apply when undertaking a course. These are current at the time of publishing this document.

Resubmission of assessment task – 2 <sup>nd</sup> and 3 <sup>rd</sup> attempt	<i>FREE</i>
Resubmission of assessment task – 4 or more attempts	\$75
Course extension fee	<i>To be advised and subject to course changes pending outdated course materials and units.</i>
Defer or suspend enrolment fee	\$75
Reinstate enrolment after payment plan default	\$75
Refund request fee (If applicable)	\$100
Reissuing Certificates or Transcripts	\$100
RPL Application and Assessment Fee	\$250 per Unit of Competency

### Student Grievance and Appeals Form

If a student needs to make an internal grievance or appeal to the college they can either:

- a) Use this form and attach as a completed PDF to an email OR
- b) Send a direct email answering all the same questions directly

**IS THIS A GRIEVANCE OR APPEAL?**

Grievance

APPEAL

**STUDENT NAME** (Mandatory)

**AS PER STUDENT HANDBOOK GUIDELINES, DID YOU ATTEMPT TO FIRST SOLVE THE GRIEVANCE OR ISSUE *INFORMALLY* WITH THE INVOLVED PERSONS? PROVIDE DETAILS.**

**PLEASE EXPLAIN THE NATURE OF YOUR GRIEVANCE OR APPEAL**