



**Universal Education and Training**

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**Student Policies and Procedures**

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## Policy and Procedures

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## **Code of Practice**

### **Our Commitment**

This RTO is committed to high standards in the provision of Vocational Education and Training and other Student services. The policies set out in this **Code of Practice**, and in our **Policies and Procedures Manual** underpin the operations of the RTO. We understand that our registration as a Registered Training Organisation may be withdrawn if we do not honour these obligations.

### **Legislative Requirements**

This RTO will comply with all legislative requirements of State and Federal Government, in particular Work Place Health and Safety, Workplace Relations, Anti Discrimination and Equal Opportunity.

### **External Review**

This RTO has agreed to participate in external monitoring and audit processes as required by the State Training Agency. This includes random quality audits, audit following complaint and audit for the purpose of re-registration.

### **Quality Management Focus**

This RTO has a commitment to providing a quality service and a focus on continuous improvement. We value feedback from Students, tutors and industry representatives.

### **Management and Administration**

This RTO has policies and procedures, which ensure sound financial and administrative practices. We guarantee the organisation's sound financial position and safeguard Student fees until used for training or assessment. We have a fair and equitable refund policy. Student records are kept securely and confidentially and are available for Student perusal on request. This RTO will have any relevant insurance necessary for the operational needs of the organisation.

### **Marketing and Advertising**

We refer to the student information policy, marketing promotions policy, marketing information checklist and talent release form when designing, developing, reviewing, proofreading, and updating all materials either written or electronic for the marketing, advertising and promotion of our services.

### **Student information policy**

We refer to our marketing information policy, student information policy, code of practice, code of conduct and talent release form when designing, developing, reviewing, proofreading and updating marketing, advertising and promotional materials whether printed or electronic to ensure ethical, accurate, representation of training products and services that are consistent with our scope of registration

### **Training and Assessment Standards**

This RTO has personnel with appropriate qualifications and experience to deliver the training and facilitate the assessment relevant to the training products offered. Assessment will meet the National Assessment Principles including Recognition of Prior Learning (RPL). Adequate training materials will be utilised to ensure the learning outcomes of the training product can be achieved. Appeals procedures are in place for Students who are not satisfied with the assessment or training.

### **Course/Training Product Information**

This RTO provides accurate, relevant and up-to-date course information for Students prior to commencement. This includes:

- Client selection, enrolment and induction/orientation procedures;
- Course information, including content and vocational outcomes;
- Fees and charges, including refund policy and exemptions (where applicable);
- Provision for language, literacy and numeracy support in assessment;
- Client support, including any external support the organisation has arranged for clients;
- Flexible learning and assessment procedures;
- Welfare and guidance services;
- Appeals, complaints and grievance procedures;
- Disciplinary procedures;
- Staff responsibilities for access and equity; and
- Recognition of Prior Learning (RPL) arrangements.

## **Code of Conduct**

### **1. Information, Advice & Support Services**

We have an open door policy for students to access our support services. Support services are not restricted to academic support they also include welfare support and or counselling. You can approach the Director of Studies and or the Student Contact Officer at any time during school hours.

### **2. Student support, welfare and guidance services**

**Student support services:** (i) RPL assessment; (ii) options in learning; (iii) guidance on career options; (iv) one on one tutoring and or study groups; (v) pre-course interviews; (vi) training needs analysis; and (viii) information on our web-site; (VII) workshops and conversation classes; (X) support and special programs; (XI) course progress requirements; (XII) Absenteeism and its impact on course progress and attendance

**Welfare and guidance services.** This includes Counselling, (i) Occupational Health and Safety; (ii) review of payment schedules when requested (iii) learning pathways and possible RPL & RCC opportunities; (iv) provision for special learning needs; (v) provision for special cultural and religious needs; and (vi) provision for special dietary needs, (vii) Accommodation issues

### **Student access to server, printing and internet**

The administrator creates an account name and or student profile on the server.

- a. Students are given limited access to resources on the server.
- b. This restricts access to the other domains and or confidential information stored on the server.
- c. The student profile designates at least 1gig of space per student to store work
- d. Students have printer share capabilities
- e. Students are unable to save to their profile and download work to save to CD.

### **Internet access**

- f. Students have access to the internet.
- g. Restrictions are placed on access to inappropriate websites. These restrictions are placed by the Administrator and or the ISP Company.
- h. Students can print from the screen
- i. Students cannot download and or save internet content to their profile and or save to CD.
- j. Time restrictions for access to internet may be implemented
- k. Students are not to abuse their right to access the internet

### **3. Change of Address**

The student is obliged to notify the school of any change of address while enrolled at the school. This is to ensure that any notifications sent to the student e.g. advising of visa breaches are sent to the student's current address and or in case there is an emergency. Change of address is part of the terms and conditions contained in the application for enrolment and is in keeping with visa condition 8533

### **4. Withdrawal from a course**

All notification of withdrawal from a course, or applications for refunds, must be made in writing and submitted to the Registrar.

If the student does not provide written notice of withdrawal before course completion, refunds will be calculated as per (g),(h) and (i) of the refund policy.

If the student does not provide a notice of withdrawal and does not start the course on the agreed starting date, Refunds will be calculated as per (d),(e) and (f) of the refund policy as outlined below.

### **5. Changes to course fees**

If there are any changes to be made to tuition and course related fees this will not be passed onto students who have already enrolled and or commenced training, however it will affect potential students. Any changes to course-related fees will take affect within two weeks of notifying potential students who may be affected. Information regarding these changes will occur well in advance through mail out, student notice board and our website.

### **6. Changes made to course timetables, staff, and delivery sequence**

We reserve the right to make changes where necessary to timetables, delivery sequence, training hours and other details beyond our control that may affect study schedules. Students will be advised through written notification, student portal, student notice-board and our website of any proposed changes.

## **7. Plagiarism**

We will not tolerate deliberate attempts at plagiarism. It is regarded as a serious act of academic misconduct. Plagiarism is defined as:

- Word for word copying of sentences or whole paragraphs from one or more sources or presenting of substantial extracts from books, articles, and other published material without clearly indicating their origin.
- Submission of another student's work in whole or in part as though it were your own work.
- Submission of work written by someone else and submitting that work on your behalf.

## **8. International Students**

International students are responsible for ensuring they maintain the conditions of their visa and abide by the schools policies, procedures, behaviour policy, and course progress and or attendance policies and procedures. Students have a responsibility to ensure they successfully complete their studies and within the duration of the Confirmation of enrolment.

## **9. Domestic Students**

Students are responsible for ensuring they maintain the terms and conditions of their enrolment by adhering to the schools policies, procedures, behaviour policy, course progress and or attendance policies and procedures. Students have a responsibility to ensure they successfully complete their studies within the expected duration of the Confirmation of enrolment.

## **10. Entry requirements / selection**

### **Academic requirements**

International and Domestic students need to provide verified evidence of academic requirements.

High School Year 10-12 or equivalent

*Proof of successful completion of Senior Secondary School or a qualification at Cert IV level or higher in Australia within two years of the application*

## **11. Staff responsibilities for access/equity**

Our organisation has a written access and equity policy and all staff are provided with copies which they must adhere to. Staff and students, in their induction to St George Institute, are made aware of our access and equity policy and that they may contact the Training Manager and/or the Registrar and their trainer for further information and/or support.

## **12. Course progress requirements**

- a. We determine the course requirements that students must meet to achieve satisfactory course progress for each compulsory study period for the enrolled qualification. Students have access to course progress requirements through the course information provided to students at pre-enrolment and access to those requirements during study. The requirements for each course are documented in the student handbook and available on our website and at reception.
- b. At the end of each study period the student will be assessed against our course progress policy.

## **13. Visa Conditions**

- a. Students must maintain a study load of 20 contact hours per week
- b. Students must maintain a rate of progress outlined in the course requirements and course progress policy to be able to complete the course in the scheduled timeframe and in accordance with their Confirmation of Enrolment
- c. Students must have Overseas Student Health Cover prior to arrival in Australia

## **14. Modes of Study or delivery**

Class based: This mode of delivery takes place in a class environment with 20 hours face to face tuition per week.

Distance Learning: This mode of delivery is part time or full time learning. A trainer will be assigned to you to assist you with progress and completion of study.

## **15. Issuing of Certificates**

To be issued an AQF qualification the candidate must successfully complete and be assessed as competent against the core units of competence and elective units of competence for each qualification.

## 16. Statement of Attainment

A statement of attainment will be issued to students who, upon completion of their course have not achieved all of the required competencies for the course. A statement of attainment will also be issued if the student completes over and above the required electives for their qualification.

## 17. Methods of Assessment

Each unit of competence has one or more of the following methods of assessment; case studies, role play, evaluation, review, written tests, observation, written and or oral questioning, folio work, third party reports, projects/assignments. The delivery sequence of each qualification includes delivery of pre-requisite and holistic assessment of units of competence. The pre-requisite units are indicated with a single asterisk at the front of the unit code and the holistic units are indicated by a double asterisk at the end of the unit title.

Where possible, units are grouped together for combined assessment. All students have access to reassessment on appeal.

Assessment methods of holistic units will be collected based on evidence through direct observation, tests and third party evidence of on-the-job performance.

## 18. Flexible learning and assessment procedures

Our training and assessment procedures are flexible and take into account learner needs. We will ensure that:

1. All required resources for the delivery of any course are in place and maintained in good working order
2. Training and assessment will only be conducted by qualified staff
3. All training and assessment will be to the nationally set standard prescribed in the relevant Training Package or accredited course material.

This means that training and assessment you receive with us is in accordance with the national quality training framework and any qualifications you achieve with us will be recognised anywhere in Australia.

## 19. Refunds

### Student Default

- a. Refunds for student default apply to tuition fees only. Course monies (excluding tuition fees) will be refunded on a pro rata basis proportional to the amount of time the student was studying in the course, except where a non-refundable payment on behalf of the student has been made.
- b. If the student does not provide written notice of withdrawal before course completion. Refunds will be calculated as per 7(g) (h) and (i) of this policy. If the student does not provide a notice of withdrawal and does not start the course on the agreed starting date. Refunds will be calculated as per 7 (d), (e) and (f) of this policy.
- c. The Universal Education and Training Ltd will refund within 4 weeks of the receipt of written notification of withdrawal by the student (or parent(s)/legal guardian if the student is under 18) tuition fees paid by or on behalf of the student less the amounts to be retained as agreed and detailed in this policy.
- d. If written notice is received up to 10 weeks prior to commencement of the course, the Universal Education and Training Ltd will fully refund minus a cancellation fee charge of A\$500
- e. If written notice is received more than 4 weeks and up to 10 weeks prior to commencement of the course, we will charge a cancellation fee of A\$500 + 30% fees withheld
- f. If written notice is received less than 4 weeks prior to commencement of the course. We will charge a cancellation fee of A\$500 cancellation fee + 50% fees withheld
- g. If written notice is received within 4 weeks or less after commencement of the course a cancellation fee of A\$500 + 70% fees withheld.
- h. If written notice is received more than 4 weeks and up to 10 weeks after the commencement date of the student's course, there will be no refund
- i. If written notice is received more than 10 weeks, after the commencement date of the student's course no refund of fees will be made.
- j. No refund of tuition fees will be made where a student's enrolment is cancelled for any of the following reasons;
  - I. Failure to maintain satisfactory course progress (visa condition 8202)
  - II. Failure to maintain approved welfare and accommodation arrangements (visa condition 8532) [if applicable]
  - III. Failure to pay course fees
  - IV. Any behaviour identified as resulting in enrolment cancellation in Universal Education and Training Ltd's Behaviour Policy/Code of Conduct.

## 20. Student behaviour Policy

To ensure all learners receive equal opportunities and gain the maximum from their time with us, these rules apply to all people that attend any of our sessions. Any person/s who displays dysfunctional or disruptive behaviour may be suspended and or enrolment cancelled.

In any event the student will be notified in writing of our intention to suspend and or cancel enrolment.

### **Dysfunctional behaviour may include and is not limited to:**

- a. continuous interruptions to the trainer while he/she is delivering the course content
  - b. smoking in non-smoking areas
  - c. attending classes under the influence of drugs and or alcohol
  - d. being disrespectful to other participants
  - e. harassment by using offensive language
  - f. sexual harassment
  - g. acting in an unsafe manner that places others and themselves at risk
  - h. continued absence on a regular basis without notification
  - i. deliberate and wilful damage to another student's property and or the school's property
  - j. bullying of students and staff whether physically, verbally and or electronically
  - k. verbal and physical abuse towards students and staff
- i. Any person who receives written notification of suspension and or has their enrolment cancelled has the right of appeal through our internal complaints and appeals process.
  - ii. The student has 20 working days from the date of notification in which to lodge a written appeal through our internal complaints and appeals process. Written notification must be lodged with the Director of Studies.
  - iii. If the student is unhappy with the outcome of the internal appeals process they have the right to make an appeal using the external processes.
  - iv. The dispute resolution process described in the policy does not prevent an overseas student from exercising their rights to other legal remedies.
  - v. Cancellation of enrolment will be recorded on PRISMS

## 21. Provider Default

- a. In the unlikely event that Universal Education and Training Ltd is unable to deliver your course in full, you will be offered a refund of all the course money you have paid to date except the non refundable registration fee of A\$250. The refund will be paid to you within 2 weeks of the day on which the course ceased being provided. Alternatively, you may be offered enrolment in an alternative course by another provider at no extra cost to you. You have the right to choose whether you would prefer a full refund of course fees, or to accept a place in another course. If you choose placement in another course, we will ask you to sign a document to indicate that you accept the placement.
  - b. If another provider is unable to provide a refund or place you in an alternative course our Tuition Assurance Scheme (TAS) (ACPET) will place you in a suitable alternative course at no extra cost to you finally, if (ACPET) can not place you in a suitable alternative course, the ESOS Assurance Fund Manager will attempt to place you in a suitable alternative course or, if this is not possible, you will be eligible for a refund as calculated by the Fund Manager.
  - c. If a student has enrolment cancelled due to misbehaviour or breach of enrolment then no refund will be given for fees paid.
- 1) This 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.
  - 2) 'The registered provider's dispute resolution processes do not circumscribe the student's rights to pursue other legal remedies.'
  - 3) Definitions
    - a. *Course money* – includes tuition fees, any amount received by the Universal Education and Training Ltd for Overseas Student Health Cover (OSHC) and any other amount the student has to pay in order to undertake the course.

## 22. Overseas student health cover (OSHC)

This must be arranged and paid for before you arrive in Australia.

## 23. Privacy

### **Personal information statement**

Information is collected on this form and during your enrolment in order to meet our obligations under the ESOS Act and the National Code 2007; to ensure student compliance with the conditions of their visas and their

obligations under Australian immigration laws generally. The authority to collect this information is contained in the Education Services for Overseas Students Act 2000, the Education Services for Overseas Students Regulations 2001 and the National Code of Conduct for Registration Authorities and Providers of Education and Training to Overseas Students 2007. Information collected about you on this form and during your enrolment can be provided, in certain circumstances, to the Australian Government and designated authorities and, if relevant, the Tuition Assurance Scheme and the ESOS Assurance Fund Manager. In other Instances information collected on this form or during your enrolment can be disclosed without your consent where authorised or required by law

*The terms and conditions stated do not remove the right of the student to undertake action under Australia's consumer protection laws.*

*The Registered provider's dispute resolution processes do not circumscribe the student's rights to pursue other legal remedies.*

## Introduction to Policies

This *Policy and Procedures Information for Students* does not stand alone.

Students should also refer to specific information provided about Courses. This may include:

Outlines of Course content or competencies

Specific payment and refund policies relating to individual Courses

Assessment

Course outcomes – for example, with respect to possible employment outcomes

Information provided at orientation – usually the first training session of the Course

Students should not hesitate to contact our staff if they are unable to locate this information on the website or in documents provided.

Above all, we hope that your training experience with us is rewarding and fulfilling – everything you were hoping for plus more.

The information provided here is meant to contribute to this outcome. We are looking forward to working together to achieve a great outcome for you and your future!

## **1. POLICIES ABOUT QUALITY TRAINING & ASSESSMENT SYSTEMS**

Firstly, you need to be aware that we do have policies about most things. These policies give us guidelines for our operation and help ensure that we maintain satisfactory standards in every area. Furthermore the Government authorities who supervise training require us to have policies that they consider to comply with good training and organisational practice.

If you don't know what the policy regarding an issue is, you can just ask. Some of the policies we have are not of interest to most Students eg because they relate to internal or staff issues. So we try to provide Students with what is most relevant to them.

We have policies about the following:

- customer complaints, grievances and appeals
- risk identification and management
- continuous improvement
- administrative and records management
- financial management, including refund policies and systems to protect fees paid in advance
- recognition of qualifications issued by other RTOs
- access and equity
- client selection, enrolment and induction/orientation
- staff recruitment, induction and ongoing professional development
- competence in delivery and assessment
- strategies for learning and assessment

### **1.1 CIRCULATION & IMPLEMENTATION OF POLICY & PROCEDURES**

We try to ensure that all our staff and training partners are familiar with what our policies are. However, if you find that the staff you are dealing with don't know (or haven't found out for you) please contact our International Office on the Sunshine Coast in Queensland.

### **1.2 DESIGNATION OF AUTHORITY & RESPONSIBILITIES**

As with most organisations, different staff have different responsibilities. You will find that there is someone to help you with any particular difficulty you have. For example, if you are paying fees for your training, you should know which person is responsible for receiving the fees, issuing refunds etc.

The person ultimately responsible for the training provided by this organisation is the Chief Executive Officer (CEO). If you ever have to go "right to the top", you may ask to speak to the CEO. He or she should be able to assist you, or direct you to the right person.

The CEO is ultimately responsible for the operation of this Registered Training Organisation (RTO). The CEO has a responsibility to ensure that everyone in the organisation knows what they should be doing, and is doing it well! The CEO is accountable to the Government Training Authorities for the operation of the organisation.

Our staff are there to do their best to work with you to make your training experience exceptional. If you think you can help us do our job better please let us know how. A bit of feedback is always welcome.

### **1.3 COMPLAINTS, GRIEVANCES & ASSESSMENT APPEALS POLICY**

#### **Purpose**

- a. The purpose of Universal Education and Training Ltd complaints and appeals policy is to provide a student with the opportunity to access procedures to facilitate the resolution of a dispute or complaint.
- b. The internal complaints and appeals processes are conciliatory and non legal.
- c. This policy and procedure must be included in the pre-enrolment pack prior to the student signing the application of enrolment and prior to acceptance of any course monies, and again within seven days after the student starts attending the course/s that the student has enrolled into.

## **2. Complaints against another student**

- a. grievances brought by a student against another student will be dealt with under the RTO's behaviour policy

## **3. Informal complaints resolution**

- a. In the first instance, Universal Education and Training Ltd requests there is an attempt to informally resolve the issue through mediation/informal resolution of the complaint.
- b. Students should contact the student Registrar in the first instance to attempt mediation/informal resolution of the complaint.

c. If the matter cannot be resolved through mediation, the matter will be referred to the Director of Studies and Universal Education and Training Ltd internal formal complaints and appeals handling procedure will be followed.

#### **4. Formal complaints handling procedure**

a. The process of this grievance procedure is confidential and any complaints or appeals are a matter between the parties concerned and those directly involved in the complaints handling process.

b. The student must notify the RTO in writing of the nature and details of the complaint or appeal.

c. Written complaints and or appeals are to be lodged with the Director of Studies.

d. Where the internal complaints and appeals process is being accessed because the student has received notice by the school that the school intends to report him/her for unsatisfactory course attendance, unsatisfactory course progress or suspension or cancellation of enrolment, the student has 20 days from the date of notification in which to lodge a written appeal.

e. Internal complaints and appeals processes are available to students at no cost.

f. Each complainant has the opportunity to present his/her case to the student Registrar/Director of Studies.

g. Students may be accompanied and assisted by a support person as defined under section 6 (Definitions) of our policy and procedure to all relevant meetings. Meetings will be minuted and each party will be required to sign the minutes at the end of the meeting. A copy of the minutes from the meeting will be kept on our file and a copy on the students file.

h. The formal grievance process will commence within 10 working days of the lodgement of the complaint or appeal with the student Registrar/Director of Studies

i. Once the student Registrar/Director of Studies has come to a decision regarding the complaint or appeal, the student will be informed in writing of the outcome and the reasons for the outcome and or action to be taken and a copy will be kept on our file and a copy will be kept on the students file.

j. If the grievance procedure finds favour of the student, Universal Education and Training Ltd will immediately implement the decision and any corrective and preventative action required.

k. Universal Education and Training Ltd undertakes to finalise all grievance procedures within 10 working days.

l For the duration of the appeals process, the student is required to maintain enrolment and attendance at all classes as normal.

c. Students may contact the Chief Executive of the Department of Education and the Arts, if the student is concerned about the conduct of our school; and

d. The Chief Executive may, under part 2, division 2 of the Education (Overseas Students) Act 1996, suspend or cancel the registration of a provider or course; and

e. The dispute resolution process described in the policy does not prevent an overseas student from exercising their rights to other legal remedies.

#### **5. External appeals process**

a. If the internal complaints procedure does not find in favour of the student or the student is dissatisfied with the result of the internal complaints procedure, he/she will be informed of the external complaints and appeals process available to them at their own cost.

b. In the case where a student's complaint or appeal is to be heard formally by an independent person(s) external to our organisation the student will have the opportunity to present their case. The independent person(s) will usually be:

c. Independent mediation is available through the Dispute Resolution Branch, Department of Justice and Attorney-General. There are six Dispute Resolution Centres throughout Queensland.

d. The Brisbane Centre contact details: Level 1 Brisbane Magistrates Court, 363 George Street, Brisbane, Qld 4000. Telephone: +61 7 3239 6269, Fax: +61 7 3239 6284, website: [www.justice.qld.gov.au/mediation/contacts.htm](http://www.justice.qld.gov.au/mediation/contacts.htm) providers/students outside Brisbane may use the Toll Free No: 1800 017 288. At present there is no fee for use of this service, but this may change.

e. Nothing in the School's Dispute Resolution policy negates the right of any overseas student to pursue other legal remedies. E(OS) Reg 1998 Section 8 (3) (c).

- f. Include the Authority students can contact if they have concerns about a registered provider.
- g. If a student is concerned about the actions of the provider they may approach the State Registration Authority for CRICOS. In Queensland this is the Department of Education, Training and the Arts (DETA). The Director-General of DETA has the power to suspend or cancel the provider's registration or a course if a breach of the requirements of registration provision is proved. Concerns about the conduct of the provider should be addressed to The Manager, CRICOS Registration, Office of Non-State Education, Queensland Department of Education, PO Box 15033, East City, QLD 4002. Complaints must be made in writing. E(OS) Reg 1988 Section 8 (3) (a) (b).
- h. If a student chooses to access the provider's complaints and appeals processes the registered provider must maintain the student's enrolment while the complaints process and appeals is ongoing. NC 8.1; 8.4. The Director of Studies will determine if participation in studies will be in class or under a supervised arrangement outside of classes.
- i. If the internal or external complaint handling or appeal process result in a decision that supports the student, the registered provider must immediately implement any decision and/or corrective and preventative action required & advise the student of the outcome. NC 8.5.

### 1.3.1 Refund Policy

- 4) This refund policy applies to all course monies paid to the Universal Education and Training Ltd and includes any course monies paid to an education agent remitted to the Universal Education and Training Ltd.
- 5)

| REFUND POLICY   | Cancellation fee   |
|---|--|
| <b>Notification period</b>  | <b>Certificate / Diploma</b>                               |
| <b>Before Course Commencement Date</b>  |  |
| More than 10 weeks  | A\$500 cancellation fee                                    |
| More than 4 weeks and   | A\$500 cancellation fee + 30% fees withheld                |
| up to 10 weeks  | A\$500 cancellation fee + 30% fees withheld                |
| 4 weeks or less   | A\$500 cancellation fee + 50% fees withheld                |
| <b>After Course Commencement Date</b>   |  |
| 4 weeks or less   | A\$500 cancellation fee + 70% of the tuition fees withheld |
| More than 4 weeks and up to 10 weeks  | No refund  |
| More than 10 Weeks  | No refund  |
| <i>Enrolment fee is non-refundable A\$250 for International Students. Domestic students pay a A\$400 deposit that is deductible from total tuition fees</i> |  |

*The terms and conditions stated do not remove the right of the student to undertake action under Australia's consumer protection laws.*

*The Registered provider's dispute resolution processes do not circumscribe the student's rights to pursue other legal remedies.*

### 1.4 PARTNERSHIP AGREEMENTS

As a Registered Training Organisation, we sometimes partner with other organisations or individuals who have experience or qualifications in a particular area of training.

We always have a written agreement with our Training Partners. This will specify how each party to the agreement will discharge its responsibilities for compliance with the ***Standards for Registered Training Organisations***.

As a Student, you should benefit greatly from the combined strengths of our Training experience, and the expertise and professionalism of our Training Partners.

Our Training Partners may be involved in the administration, delivery, and assessment of training. However, at the end of the day, we are the Registered Training Organisation that is in the position of overall responsibility

with the Nationally Recognised Training you are undertaking. Our Training Partners are obligated by our agreement to comply with our Policies and Procedures.

**We think our Training Partners are a great asset. We hope you do too. Once again, your feedback is not only welcome, but encouraged!**

### **1.5 RISK MANAGEMENT**

As an RTO, we are required to make sure that we can follow through on the delivery of our responsibilities with respect to training.

That means that we must continually watch out for potential hindrances to this being accomplished. In fact, we regularly do Risk Assessments to check that we are aware of potential difficulties that might affect the delivery of high quality training.

By assessing and managing risk, we foster success.

We invite you to contribute to this process. If you are aware of anything that might potentially hinder the delivery of our training, please let us know.

### **1.6 COLLECTION AND USE OF FEEDBACK**

As a valued judge of our performance in training, you will be formally invited to give us feedback. Generally, this will occur on at least three (3) occasions:

1. Just after training has started
2. Sometime near the middle of the Course
3. At the end of the Course

Usually you will be invited to complete written Feedback Forms provided to you by the Trainer. If this is not occurring, we encourage you to ask for this to occur as a reminder to the Trainer.

In addition to this, we invite you to provide us with feedback anytime.

If it appears to you that your feedback is not being responded to appropriately, we invite you to approach one of our Staff or Training Partners to speak openly about the situation. If you don't feel that you are being listened to, you can formally register your feedback with our International Office. Refer to **Complaints, Grievances & Assessment Appeals Policy** for information on the process. Naturally, we hope that you have lots of good feedback for us. Our Staff and Trainers appreciate your encouragement too.

## 2. COMPLIANCE WITH COMMONWEALTH, STATE/TERRITORY LEGISLATION & REGULATORY REQUIREMENTS

### 2.1 GENERAL INTRODUCTION TO COMPLIANCE WITH REGULATIONS

This RTO identifies and complies with relevant Commonwealth, State & Territory Legislation and Regulatory Requirements including:

- Occupational Health & Safety
- Workplace harassment, discrimination & bullying
- Anti-discrimination, including equal opportunity, racial vilification & disability discrimination
- Vocational Education & Training

Information about legislation relating to your training with us can be found through web sites such as the following:

<http://www.whs.qld.gov.au/>

(For information about legislation relating to Workplace Health and Safety)

<http://www.trainandemploy.qld.gov.au/client/about/legislation>

(For information about legislation relating to Education and Training)

Other websites provide information about legislation for particular areas of training. Ask us to help you locate this information if you need to.

Once again, we ask for your assistance and cooperation in ensuring that individual's rights are respected and upheld throughout all training related activities.

Throughout your Enrolment, Orientation, and Training periods with us, we will do our best to advise you of any legal rights or responsibilities you especially need to be aware of. We will also endeavour to ensure that Workplace, Health and Safety guidelines are applied in a sensible and helpful manner.

Behaviour such as sexual harassment, bullying, racism and unlawful discrimination of any kind will not be tolerated by this organisation. We're sure that you will be supportive of this approach. We're all for a safe and supportive training environment.

We ask Students to support our Staff in the fulfilment of their duties with respect to these issues. Sometimes, in the case of accidents, or near misses, this may require the writing of a report by one of our Staff. We would ask you to cooperate in this process so that issues may be accurately reported and any necessary action taken to ensure that the accident does not occur again.

### 2.2 SPECIFIC GUIDELINES

#### 2.2.1 Student behaviour Policy

To ensure all learners receive equal opportunities and gain the maximum from their time with us, these rules apply to all people that attend any of our sessions. Any person/s who displays dysfunctional or disruptive behaviour may be suspended and or enrolment cancelled.

In any event the student will be notified in writing of our intention to suspend and or cancel enrolment.

#### **Dysfunctional behaviour may include and is not limited to:**

- l. continuous interruptions to the trainer while he/she is delivering the course content
  - m. smoking in non-smoking areas
  - n. attending classes under the influence of drugs and or alcohol
  - o. being disrespectful to other participants
  - p. harassment by using offensive language
  - q. sexual harassment
  - r. acting in an unsafe manner that places others and themselves at risk
  - s. continued absence on a regular basis without notification
  - t. deliberate and wilful damage to another student's property and or the school's property
  - u. bullying of students and staff whether physically, verbally and or electronically
  - v. verbal and physical abuse towards students and staff
- vi. Any person who receives written notification of suspension and or has their enrolment cancelled has the right of appeal through our internal complaints and appeals process.
  - vii. The student has 20 working days from the date of notification in which to lodge a written appeal through our internal complaints and appeals process. Written notification must be lodged with the Director of Studies.
  - viii. If the student is unhappy with the outcome of the internal appeals process they have the right to make an appeal using the external processes.

- ix. The dispute resolution process described in the policy does not prevent an overseas student from exercising their rights to other legal remedies.
- x. Cancellation of enrolment will be recorded on PRISMS for International Students and AVETMISS for Domestic Students.

### **2.2.2 COMPUTER FACILITIES**

Extended periods of work with computers can result in general fatigue and eyestrain, whilst repetitive tasks and incorrect posture will result in consistent aches and pains. Consequently current OHS guidelines indicate that people working for long periods at computers should:

Organise their work so as to allow a five to ten minute rest every hour. This rest should include a change of position and stretching exercises as appropriate.

Improve posture by adjusting chair height so that the operator's feet are comfortably placed on the floor (or footrest) and your arms are at an approximately 90-degree angle.

Adjust the screen position to avoid reflection from lights and windows and at a suitable distance so that it can be easily read.

### **2.2.3 ELECTRICAL EQUIPMENT**

Appropriately licensed or trained personnel only should perform any maintenance or repair work on electrical equipment. Eg Students should not offer to do any task related to fixing electrical equipment such as overhead projectors etc.

### **2.2.4 FIRE SAFETY**

We will undertake to communicate the procedures involved in evacuation and the location of fire equipment to Students at each training facility for each course; and to users of the office at least twice each year.

All users of a Training Facility need to be familiar with the location of all EXITS and fire extinguishers. Please consult available maps to determine location.

It is the Staff & Students' responsibility to understand fire drill procedures displayed around the premises.

Staff & Students are asked to attend any instruction on the use of fire devices.

### **2.2.5 FIRST AID**

First aid facilities are available where training is delivered.

All accidents must be reported to staff

The accident and any aid administered must be recorded by staff involved

### **2.2.6 LIFTING**

Students are encouraged not to lift anything related to the training provided by this organization unless they do so voluntarily and take all responsibility for any injury caused

Never attempt to lift anything that is beyond your capacity.

Always bend your knees and keep your back straight when picking up items

If you have experienced back problems in the past do not attempt to lift heavy objects or persons. Ask someone else to do it for you.

### **2.2.7 WORK AND STUDY AREAS**

Always ensure that all work areas are clean and clear of clutter so as to avoid the danger of accident by tripping or falling over.

Place all rubbish in the bins provided.

Ensure that kitchen bench spaces are left clean and tidy and that all dishes are washed.

Do not sit or climb on any desks or tables.

### 3. EFFECTIVE FINANCIAL MANAGEMENT PROCEDURES

This RTO has effective financial management procedures in place in line with the organisation's scope of registration and scale of operations.

#### 3.1 CERTIFICATION OF ACCOUNTS

Our RTO's accounts are audited at least annually, by a qualified accountant with membership of Certified Practising Accountants of Australia. The report will be made available, on request, to the Government Registering Body.

#### 3.2 PROVIDER DEFAULT

- d. In the unlikely event that Universal Education and Training Ltd is unable to deliver your course in full, you will be offered a refund of all the course money you have paid to date except the non refundable registration fee of A\$250. The refund will be paid to you within 2 weeks of the day on which the course ceased being provided. Alternatively, you may be offered enrolment in an alternative course by another provider at no extra cost to you. You have the right to choose whether you would prefer a full refund of course fees, or to accept a place in another course. If you choose placement in another course, we will ask you to sign a document to indicate that you accept the placement.
  - e. If another provider is unable to provide a refund or place you in an alternative course our Tuition Assurance Scheme (TAS) (ACPET) will place you in a suitable alternative course at no extra cost to you finally, if (ACPET) can not place you in a suitable alternative course, the ESOS Assurance Fund Manager will attempt to place you in a suitable alternative course or, if this is not possible, you will be eligible for a refund as calculated by the Fund Manager.
  - f. If a student has enrolment cancelled due to misbehaviour or breach of enrolment then no refund will be given for fees paid.
- 6) This 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.
  - 7) 'The registered provider's dispute resolution processes do not circumscribe the student's rights to pursue other legal remedies.'
  - 8) Definitions
    - b. *Course money* – includes tuition fees, any amount received by the Universal Education and Training Ltd for Overseas Student Health Cover (OSHC) and any other amount the student has to pay in order to undertake the course.

#### 3.3 STUDENT DEFAULT

- a. Refunds for student default apply to tuition fees only. Course monies (excluding tuition fees) will be refunded on a pro rata basis proportional to the amount of time the student was studying in the course, except where a non-refundable payment on behalf of the student has been made.
- b. If the student does not provide written notice of withdrawal before course completion. Refunds will be calculated as per 7(g) (h) and (i) of this policy. If the student does not provide a notice of withdrawal and does not start the course on the agreed starting date., refunds will be calculated as per 7 (d), (e) and (f) of this policy.
- c. The Universal Education and Training Ltd will refund within 4 weeks of the receipt of written notification of withdrawal by the student (or parent(s)/legal guardian if the student is under 18) tuition fees paid by or on behalf of the student less the amounts to be retained as agreed and detailed in this policy.
- d. If written notice is received up to 10 weeks prior to commencement of the course, the Universal Education and Training Ltd will fully refund minus a cancellation fee charge of A\$500
- e. If written notice is received more than 4 weeks and up to 10 weeks prior to commencement of the course, we will charge a cancellation fee of A\$500 + 30% fees withheld
- f. If written notice is received less than 4 weeks prior to commencement of the course. We will charge a cancellation fee of A\$500 cancellation fee + 50% fees withheld
- g. If written notice is received within 4 weeks or less after commencement of the course a cancellation fee of A\$500 + 70% fees withheld.
- h. If written notice is received more than 4 weeks and up to 10 weeks after the commencement date of the student's course, there will be no refund
- i. If written notice is received more than 10 weeks, after the commencement date of the student's course no refund of fees will be made.
- j. No refund of tuition fees will be made where a student's enrolment is cancelled for any of the following reasons;
  - V. Failure to maintain satisfactory course progress (visa condition 8202)

- VI. Failure to maintain approved welfare and accommodation arrangements (visa condition 8532) [if applicable]
- VII. Failure to pay course fees
- VIII. Any behaviour identified as resulting in enrolment cancellation in Universal Education and Training Ltd's Behaviour Policy/Code of Conduct.

#### **4. EFFECTIVE ADMINISTRATION & EFFECTIVE RECORDS MANAGEMENT**

This RTO has effective administrative and records management procedures in place in line with the organisations scope of registration and scale of operation's.

##### **4.1 PROCEDURES TO ENSURE THE INTEGRITY, ACCURACY & CURRENCY OF RECORDS**

We do respect the privacy of your Personal Information. Only Staff who need to access your personal information for the purpose of administration or training are allowed to do so.

In addition, we ask that all Students acknowledge that Government auditors may need to check our administration systems. In doing this, they may gain access to information you have provided to us. If you would like information that we have on file about you to be provided back to yourself or given to someone else, you need to request this by submitting a **Personal Information Disclosure Form**.

##### **4.2 RETENTION OF RECORDS**

We will retain for 30 years a record of the Units of Competency and Qualifications that you have achieved. We may keep the assessment you have completed until the end of the appeal period for assessment. After this it will generally be returned to you. However, some assessment reports completed by assessors, and discussed with you at the time of assessment or just after, may not be returned to you unless you request that they are.

##### **4.3 UP-TO-DATE RECORDS OF ENROLMENTS & PARTICIPATION**

Your Enrolment Form provides us with the minimum amount of essential information to ensure that:

- you meet entry requirements for the Course you enrol in
- we will be able to communicate with you about all aspects of the Course as it proceeds
- you are aware of all the information available about us and about the Course you want to enrol in
- you are aware of the Payment and Refund information
- we can enter your details on our Qualification Register for the future issuing of Qualifications

Your trainer will also encourage you to sign the **Participant Attendance Register** each Training day or session. This becomes a record of your participation in the Training Process. In some cases we are required to verify your attendance to Government Departments providing payment benefits or fee subsidies to Students. We know you'll be proud to "sign on" and show your commitment to the Training Process.

#### **5. RECOGNITION OF QUALIFICATIONS ISSUED BY OTHER RTOS**

If you've participated in or completed accredited training at another RTO, and have a qualification or Statement of Attainment to show us, we will recognise the validity that training.

If this proves that you have achieved some of the units of competency within the Course you are going to do with us, we will give you direct credit where it applies. There will be a small administration fee to cover checking and recording the results of your previous training.

## **6. ACCESS & EQUITY & CLIENT SERVICE**

### **6.1 ACCESS AND EQUITY**

Our organisation is inclusive of all students regardless of issues relating to age, gender, sexuality, disability, cultural and/or educational background. Management and staff has access and equity as a nominated part of their duties.

#### **1. Access and equity procedure:**

Our organisation has a written access and equity policy and all staff are provided with copies which they must adhere to. Staff and students, in their induction to UNET, are made aware of our access and equity policy and that they may contact the Training Manager and/or the Registrar and their trainer for further information and/or support.

When developing Learning and Assessment Strategies we define our target learners needs including:

- identifying attendance and or course progress requirements
- delivery modes
- identifying any requirements of the course e.g. literacy, language or numeracy
- learning styles

### **6.2 DISSEMINATION OF CLEAR INFORMATION TO CLIENTS**

It is vital that lines of communication remain open between you, the Student, and whoever it is that you need to contact.

Having access to the internet is one very useful means of communication. Emails can be sent and received at any time of the night and day. You'd be surprised to know the hours that some of our staff work – just check the time recorded in the properties of the emails we send and you'll see for yourself!

Apart from using the internet for emailing, our website will usually contain relevant, up-to-date information that will help you in the training process.

When calling by phone, don't be surprised if you have to leave a message on the voice mail service. Just leave a time and number for us to get back to you. It may be easier for us to call you in the evening after business hours. Just give us a couple of options and we'll do our best to fit in with you.

If you don't have access to the internet, just let us know. We still know how to "lick and stick" a stamp.

If you like the person-to-person approach, just phone to make a time and we'll do our best to see you when we can.

Whatever happens, we'll try our best to communicate with you via the surest and most appropriate means of communication that suits you.

## 7. COMPETENCE OF RTO STAFF

### Staff, Trainer's & Assessor's Qualifications & Experience

All Trainers responsible for the delivery of training and assessment of your performance are qualified and experienced. They hold the required training qualifications, in the area in which they are training and assessing. Sometimes, less qualified but experienced personnel who have much to offer in a particular field of expertise, may be partnered with our qualified and experienced Trainers. In this case, the qualified and experienced Trainer is ultimately responsible for the official delivery and assessment provided.

We believe that great people are the key to great training. We are sure that your trainers will do a great job for you.

## 8. ASSESSMENT REQUIREMENTS

### 8.1 COMPETENCY BASED TRAINING AND ASSESSMENT

All programs delivered by this RTO are assessed under the "Principles of Competency Based Training". The aim of Competency Based Training is to assess the Student's ability to **do** the activities in each unit therefore assessment is based on your demonstration of practical skills. Your Assessor will assess your competence (ability) in each unit. You will receive an assessment of "Competent" or "Not Yet Competent". A Unit of Competence (Competency) includes the skills, knowledge and attitudes that are required to complete a task in a work environment. When you are being assessed on these tasks you will be required to perform them to the level required in the appropriate environment.

All assessment results are recorded. Students will be notified of results in each assessment and have access to their assessment records through their Trainer or the RTO office.

### 8.2 RECOGNITION OF PRIOR LEARNING (RPL)

Recognition of Prior Learning (RPL) is the formal acknowledgment of skills, knowledge and attitudes (elements of competencies) obtained through formal and informal training, study, work and life experience.

RPL can be given where formal study in a previously completed course has led to a person demonstrating the same competencies as will be developed by doing another Course.

RPL can also be given where a person **has evidence** that competencies have been developed in situations outside the classroom eg at work, or by observation, reading or working as a volunteer in sporting, church or community based organisations.

### 8.3 STEPS TO FOLLOW TO APPLY FOR RPL

#### What is RPL

Recognition of Prior Learning means recognition of competencies currently held, regardless of how, when or where the learning occurred. This includes through any combination of formal and informal training, education, work experience or general life experience. In order to grant RPL the assessor must be confident that the client is currently competent against the endorsed industry or enterprise competency standards or outcomes specified in Australian Qualifications Framework accredited course.

#### RPL Policy

All students have the opportunity and access to Recognition of Prior Learning (RPL). RPL can be undertaken at any time during the learning process. We will follow our assessment policy when developing assessment for RPL.

#### RPL procedure

##### Complete application

1. You can apply for RPL by ticking the box in the enrolment application prior to enrolment and or
2. If you do not indicate RPL on the enrolment form you can apply for RPL at any time during the learning process by approaching your Trainer and after discussion with the Director of Studies.
3. You can download the RPL Application form from our website or you can email a request to the front desk and or request the application forms by mail.
4. You must complete the application and submit your evidence along with the RPL application form.
5. It is important candidates provide as much information as possible otherwise it could delay the process and we will need to ask you for additional information.
- 6.
7. Candidates also need to provide contact details for one or two referees who can confirm their industry skills in context and over time.

8. To have skills formally recognised under the Australian Qualifications Framework, the assessor must ensure the candidate's skills meet industry standards.

#### **How long will it take**

We endeavor to have a decision to you on the outcome of your Course Credit application within 28 days of submission of application. If we require additional information we will contact you and this could delay a decision while we continue our assessment and this could take it past the 28 days.

#### **Fees and charges**

There will be a fee for each unit/s/modules you are seeking RPL in. This fee will be no more than the actual cost of each unit/s/module as if attending the course of study.

### **9. LEARNING & ASSESSMENT STRATEGIES**

Every Course we run has been planned to maximize the learning opportunities for the Students enrolled. That's why it's important for you to know the following information about a Course you might enrol in:

- Duration of the Course
- Times and Frequency of In-Class Training Sessions
- Approximate amount of "out of class" independent study you will need to do
- Type of Assessment and approximate time required to complete
- Deadlines for assessment
- Practical components of the Course

Where we can be flexible to meet your particular training needs we will be. However, we may need to negotiate options to suit your needs, in advance of the Course starting, to maximize the possibility of us accommodating you without disadvantaging others.

#### **9.1 APPROPRIATE DEVELOPMENT, ADAPTATION & DELIVERY OF TRAINING & ASSESSMENT PRODUCTS**

If it becomes obvious in the process of the delivery of training during a Course that some changes can be made to improve the Training process, Students are invited to suggest alterations to the proposed program to the Trainer.

If the Student feels that his/her suggestions are not being considered and that a complaint should be made, the Student is advised to follow the **Complaints, Grievances & Assessment Appeals Policy**.

### **10. ISSUING OF QUALIFICATIONS & STATEMENT OF ATTAINMENT**

Most of the training we deliver nationally recognised. That is, it meets the requirements of government accreditation and training departments. If the training being provided meets these requirements, the advertising for the Course will state that it is "Nationally Recognised Training". A formal Course Code should be given to identify the exact Accredited Course or Unit of Competency being delivered. If you are not sure, please ask. If you complete your training and demonstrate competence in the Course or Unit, a Qualification (for a full Course) or Statement of Attainment (for a Unit, or number of Units, as part of a full Course) will be issued within twenty one (21) days of completion.