



Student Handbook

Welcome.....	3
Student Details.....	4
Privacy Statement	4
TAM Student Portal	4
Qualification Information	5
Short Courses	5
Skill Sets.....	5
Course Delivery	6
Methods of Assessment	6
Resources.....	6
Unique Student Identifier	6
Fee for Service.....	7
Funded Programs	8
User Choice Program	8
<i>Student Contribution Fee</i>	<i>8</i>
<i>Partial Fee Exemption</i>	<i>8</i>
<i>Full Fee Exemption.....</i>	<i>9</i>
<i>Fee-Free Year 12 Graduates</i>	<i>9</i>
<i>Free Apprenticeships for Under 21s.....</i>	<i>9</i>
<i>Obligations for the Apprentice or Trainee.....</i>	<i>9</i>
<i>Absenteeism</i>	<i>10</i>
Certificate 3 Guarantee Program.....	10
Construction Skills Queensland (CSQ)	11
General Student Information.....	11
Application to Defer or Suspend Training	11
Withdraw & Enrol into Another Qualification	11
Consumer Protection Mechanism	11
Nature of the Guarantee	11
Data Collection/Student Feedback	11
Course Changes	12
Customisation	12
Client Services	12
Language, Literacy & Numeracy (LLN).....	12
Assessment	12
Assessment Policy	12
Conditions of Assessment.....	12
Reasonable Adjustment	13
Plagiarism	13
Recognition of Prior Learning (RPL).....	13
Credit Transfer	14
Policies and Procedures.....	14
Access & Equity	14
AQF Issuance Policy.....	14
Complaints and Appeals Policy	15
Behaviour Policy	17
Transition Policy	18
Refund Policy.....	18
Work Health and Safety Act 2011	19
Privacy Policy (Privacy Act 1988)	19

Welcome

Training & Assessment Mentor Pty Ltd (TAM) is a respected and established Registered Training Organisation (RTO) delivering nationally recognised qualifications across a variety of industries, providing training and assessment services to up skill industry, providing a workforce of qualified, productive and safe workers.

Our team of Trainers & Assessors are qualified and experienced in the delivery of training and assessment and are here to ensure you get the most out of your training to assist your career aspirations.

The TAM Team is proud to welcome you to our programs. During your training you will have certain rights and responsibilities, most of which are covered in this handbook.

In addition, if you wish to speak with someone about your options of study and payment terms, please contact the TAM Administration Team.

We trust that you will find the time we share challenging, rewarding and fun.

Chief Executive Officer
Training & Assessment Mentor
RTO Code: 31940

Student Details

Privacy Statement

Personal information collected as a result of your enrolment will be used by the Department of Education Small Business and Training (DESBT), the Australian Skills Quality Authority (ASQA) and the Student Identifiers Registrar (SIR) for general student administration, vocational education and training administration and regulation, as well as for planning, communication, research, evaluation, auditing and marketing activities by these bodies. Only authorised DESBT/ASQA/SIR Officers have access to this information.

Your personal information, attendance details, progress and results may be disclosed to:

- ASQA
- DESBT Queensland
- Your employer

No further access to your enrolment information will be provided to any other organisation or persons without your consent, or unless authorised or required by law, in accordance with the *Privacy Act 1988*.

TAM Student Portal

Upon enrolment, you will be sent a Welcome Email disclosing your login credentials to the *TAM Student Portal*.

The *TAM Student Portal* allows you to:

- View your progression through the course to see what units of competency have been completed and remain to be finalised and/or trained and assessed. Alternatively, you can request a report from the TAM Administration Team. Please allow 2 business days for administration to process your request.
- Access Student Learning Resources for each unit of competency that is required to be trained and assessed.
- Download and print *Third Party Reports* relative to units of competency that are required to be trained and assessed either onsite and/or in class
- Email your Trainer & Assessor directly
- Email TAM Administration Team for assistance
- Update your Personal Information (mobile number, postal/residential address). Alternatively, you can notify the TAM Administration Team by phone and/or email of your updated contact details. Failure to do so could result in, for example a Qualification testamur or Statement of Attainment being sent to the wrong address
- View any Statement of Attainments and/or Certificate that have been completed and awarded to you
- View invoices issued and receipts relevant to your enrolment
- Upload photos/documents/videos as supporting evidence against a specific unit of competency

Qualification Information

The below qualification and units of competency are on TAM's Scope of Registration. A current version can be viewed at www.training.gov.au by searching our RTO name or RTO Code 31940.

- CPC30111 Certificate III in Bricklaying/Blocklaying
- CPC30211 Certificate III in Carpentry
- CPC30318 Certificate III in Concreting
- CPC30611 Certificate III in Painting and Decorating
- CPC31111 Certificate III in Steelfixing
- CPC31211 Certificate III in Wall and Ceiling Lining
- CPC31311 Certificate III in Wall and Floor Tiling
- CPC31411 Certificate III in Construction Waterproofing
- CPC30116 Certificate III in Shopfitting
- CPC31011 Certificate III in Solid Plastering
- CPC40110 Certificate IV in Building and Construction (Building)
- CPC50210 Diploma of Building and Construction (Building)
- CPC60212 Advanced Diploma of Building and Construction (Management) – Assessment Only
- RII30815 Certificate III in Civil Construction Plant Operations
- RII30915 Certificate III in Civil Construction
- RII30915 Certificate III in Civil Construction (Road Construction and Maintenance)
- RII30915 Certificate III in Civil Construction (Pipe Laying)
- RII30915 Certificate III in Civil Construction (Bridge Construction and Maintenance)
- RII40715 Certificate IV in Civil Construction Supervision
- RII50415 Diploma of Civil Construction Management

Short Courses

- CPCCWHS1001 Prepare to work safely in the construction industry (White card)

Skill Sets

TAM has a variety of "Skill Sets" available to students that require a single unit of competency, or combinations of units of competency from an endorsed training package, which link to a licence or regulatory requirement, or defined industry need.

Skills Sets identified and developed within Training Packages are formally recognised on a Statement of Attainment. Where TAM packages a group of units into a Skill Set, a Statement of Attainment is awarded on successful completion of one or more of those units.

Skills Sets are available online, for more information please refer to www.tam.edu.au or contact the TAM Administration Team.

Course Delivery

Training delivery can be varied to suit the individual learner's needs. Training may vary from online delivery, classroom based, and/or one on one at the workplace. Training is scheduled in collaboration with you and where applicable, your employer, prior to commencement. For government funded training programs, the training scheduled is documented in a Training Plan.

Methods of Assessment

During the course you will be required to undertake a range of assessment activities related to the units of competency in which you are enrolled. These assessment activities will consist of written assessments (may be conducted orally if student's reading/writing skills are not at the appropriate level), projects and assignments, practical observations and Third Party Supervisor verification reports.

Resources

As the training will be delivered online or in the workplace, agreements may be put in place with the employer for access to the appropriate facilities and equipment required for the delivery of training and assessment. You may be expected to supply your own hand tools. TAM will provide the learning and assessment materials in both hard copy and/or electronic format.

Unique Student Identifier

From 1 January 2015, TAM can be prevented from issuing you with a nationally recognised VET qualification or Statement of Attainment when you complete your course if you do not have a Unique Student Identifier (USI). In addition, we are required to include your USI in data we submit to NCVER. If you have not yet obtained a USI you can apply for it directly at <http://www.usi.gov.au/create-your-USI/> on computer or mobile device. Please note that if you would like to specify your gender as 'other' you will need to contact the USI Office for assistance.

Students are able to create a USI at www.usi.gov.au or alternatively TAM can obtain a USI on your behalf, once permission has been granted and a form of ID is provided. For information regarding proof of ID please visit www.usi.gov.au.

Once the USI is created you will be able to access your training history at no cost.

You are advised and agree that you understand and consent that the personal information you provide to us in connection with your application for a USI:

- is collected by the Registrar for the purposes of applying for, verifying and giving a USI, resolving problems with a USI and creating authenticated VET transcripts
- may be disclosed to:
 - Commonwealth and State/Territory government departments and agencies and statutory bodies performing functions relating to VET for the purposes of administering and auditing VET, VET providers and VET programs, education related policy and research purposes and to assist in determining eligibility for training subsidies
 - VET regulators to enable them to perform their VET regulatory functions
 - VET Admission Bodies for the purpose of administering VET and VET programs
 - current and former RTOs to enable them to deliver VET courses to the individual, meet their reporting obligations under the VET standards and government contracts and assist in determining eligibility for training subsidies
 - schools for the purpose of delivering VET courses to the individual and reporting of these courses
 - The National Centre for Vocational Education Research (NCVER) for the purpose of creating authenticated VET transcripts, resolving problems with USIs and for the collect, preparation and auditing of national VET statistics
 - researchers for education and training related research purposes

- any other person or agency that may be authorised or requested by law to access the information
- any entity contractually engaged by the SIR to assist in the performance of his or her functions in the administration of the USI system
- will not otherwise be disclosed without your consent unless authorised or required by or under law.

You can find further information on how the Registrar collects, uses and discloses the personal information about you in the Registrar's Privacy Policy or by contacting the Registrar via email at usi@industry.gov.au or telephone the Skilling Australia Information line on 13 38 73. The Registrar's Privacy Policy contains information about you, how to access and seek correction of personal information held, how to make a complaint about a breach of privacy by the Registrar in connection with the USI and how such complaints will be dealt with.

You may also make a complaint to the Information Commissioner about an interference with privacy pursuant to the Privacy Act, which includes the following:

- misuse or interference of an unauthorised collection, use, access, modification or disclosure of USI's
- failure by TAM to destroy personal information collected only for the purpose of applying for a USI on your behalf.

In accordance with Section 11 of the Student Identifiers Act 2014 Cth (SI Act), TAM will securely destroy personal information which we collect from you solely for the purpose of applying for a USI on your behalf as soon as practicable after the USI application has been made, or the information is no longer needed for that purpose, unless we are required by or under any law to retain it.

From 1 January 2015, TAM is unable to issue the relevant certification to you if we have not been provided with your USI. For further information regarding the USI please visit www.usi.gov.au.

Fee for Service

Fee for Service courses are delivered when the student or third party meets the cost of the training. At enrolment you will be advised of the total training cost, at this time it will be identified whether the fees for your training are to be paid by you or a third party, the responsible party will be invoiced accordingly. Where the employer is paying the fees, the terms of payment will be negotiated with the employer and an invoice sent prior to the commencement of training.

At enrolment a detailed invoice of all course fees will be provided. Payments in advance at the time of enrolment will not exceed \$1,500.00 for long courses. Course fees for short courses of 1-5 days where the fees are under \$1,500.00 are to be paid prior to commencement of training. Payment of invoices can be made via eftpos, direct deposit and/or credit card.

Alternatively, to assist student's in managing the payment of fees TAM has partnered with Study Loans, Australia's first dedicated private student loan provider. They offer highly competitive rates, allowing students to borrow all or part of the course cost through a responsible funding method. You simply pay-as-you-go with simple terms & conditions. For more information please contact your TAM Administration Team for more information or visit <https://studyloans.com.au/education-providers/training-and-assessment-mentor/#main>

Course fees are detailed in the *Course Fees Schedule* available on TAM's website.

Enrolments are subject to a cooling-off period that expires 10 business days from the day on which TAM receives payment. The cooling-off period provides a safeguard allowing the student an opportunity to change their mind before commencing the qualification. The *Refund Policy* outlines the process, should you wish to withdraw prior to the commencement of training.

Funded Programs

User Choice Program

DESBT currently provides TAM with public funding under the *User Choice program* for eligible Queensland workers completing an apprenticeship or traineeship.

Student employment status is classified as either 'New Worker' or 'Existing Worker'. A New Worker is one who has worked for the employer for less than 3 months full time (or 12 months part-time or casual).

An Existing Worker is an employee who has worked with the same employer for more than 3 months full time or 12 months part time or casual, prior to the date of commencement of the apprenticeship/traineeship.

Student Contribution Fee

Where applicable, a Student Contribution Fee of \$1.60 per nominal hour and the nominal hours calculated for each unit of competency is determined by DESBT. Student Contribution Fees may be paid by you, your employer or a third party.

If you and/or your employer have nominated to pay the Student Contribution Fees, an estimate of the total Student Contribution Fees will be provided to you upon enrolment. Once the Training Plan has been finalised TAM Administration Team will provide the payee of the Student Contribution Fees with a Statement of Fees; a breakdown of each unit and the price per unit of competency.

Students and/or employers have the option to pay Student Contribution Fees via invoice or utilising TAM's Payment Plan facility, EZYPAY. If the student and/or employer elects to pay Student Contribution Fees utilising TAM's Payment Plan facility. A \$100.00 deposit must be paid prior to the commencement of training and all remaining payments must be made according to the agreed schedule. Please refer to the *Payment Plan Agreement* and *User Choice Payment Plan Application Form* for further information or contact TAM Administration Team for more information.

By choosing the invoice option, students and/or employers will be invoiced upon completion of each unit of competency. Please be advised that all outstanding Student Contribution Fees will be invoiced upon completion of training and issuance of the Qualification and/or Statement of Attainment. Payment of invoices can be made via eftpos, direct deposit and/or credit card.

Federal incentives may be available for employers, apprentices and trainees. Visit the Australian Apprenticeship Centre at <http://www.australianapprenticeships.gov.au/> for more information.

Partial Fee Exemption

It is a requirement of TAM to charge 40 per cent of the Student Contribution Fee for any student who falls into one or more of the following exemption categories:

- The student was or will be under 17 at the end of February in the year in which TAM provides training, and the participant is not at school and has not completed year 12
- The student holds a health care card or pensioner card issued under Commonwealth law, or is the partner or a dependent of a person who holds a health care card or pensioner concession card, and is named on the card
- The student issues TAM with an official form under Commonwealth law confirming that the participant, his or her partner or the person of whom the participant is a dependent, is entitled to concessions under a health care card or pensioner concession card
- The student is an Aboriginal or Torres Strait Islander person. Acceptable evidence is as stated on the Training Contract and TAM Enrolment Form.

Full Fee Exemption

TAM will apply a full exemption of Student Contribution fees where the participant is a registered School Based Apprentice/Trainee.

Where payment of the Student Contribution Fees would cause the student or family extreme financial hardship then TAM may, after considering all the information, choose to exempt the student from paying these fees.

Students wishing to apply for fee exemption on the basis of financial hardship must apply in writing no later than 14 days after enrolling to:

CEO
Training & Assessment Mentor
PO Box 124
MARGATE QLD 4019
operations@tam.edu.au

The letter must detail the reasons for the exemption application including a simple budget outlining expenses versus income.

The outcome of the application will be provided to the student in writing within 10 working days. The student may appeal the decision by utilising the *Complaints and Appeals Procedure* in this Student Handbook.

Fee-Free Year 12 Graduates

TAM must not charge a student contribution fee to a Year 12 graduate who:

- commences an apprenticeship/traineeship within 12 months of completing Year 12 (that is, by the end of the calendar year following completion of Year 12), and
- is a registered apprentice/trainee
- enrolls in a high priority qualification identified by DESBT

Applicable students must provide the TAM Administration Team with evidence that they have completed Year 12 in Queensland and hold a Senior Statement issued by the Queensland Curriculum and Assessment Authority, or equivalent certification.

Free Apprenticeships for Under 21s

Free apprenticeships will be available to all young people under 21 years that commence in a high priority apprenticeship or traineeship from 1 July 2019.

Free apprenticeships will also be available to all apprentices and trainees under 21 years that are still in training in these high priority qualifications when the initiative commences, with fee-free training available for all units or modules commenced on or after 1 July 2019.

Apprentices and trainees already eligible for fee-free training under the Free tafe for Year 12 graduates initiative will continue to be eligible.

The government will contribute the training fees for all eligible young people until they complete their apprenticeship or traineeship, including those that complete after the age of 21 years.

Obligations for the Apprentice or Trainee

Upon signing the Training Contract the apprentice/trainee agrees to abide by the following obligations:

- pay Student Contribution Fees (where applicable) (the employer or a third party may pay these on your behalf)
- attend work, do the job and follow the employer's lawful instructions
- participate in negotiating the training plan, work towards achieving the qualification/statement of attainment

by undertaking the training and assessment required under the Training Plan

- obey all workplace health and safety (including dress and equipment) and code of conduct workplace rules
- keep the Training Record Book and produce it to the employer, training organisation and/or DESBT when requested
- do not terminate the apprenticeship/traineeship before completion unless you and your employer mutually agree. It is the responsibility of the student and employer to notify the Australian Apprenticeship Support Network (AASN) provider or DESBT.

TAM also requires that apprentices/trainees abide by the following at all times:

- wear personal protection equipment/clothing to all training and assessment activities both on and off the job, including protective footwear
- attend off the job training on time and complete all workbooks issued in accordance with the agreed schedule
- complete all training and assessment activities to the best of their ability and in a timely manner

Absenteeism

Apprentices/trainees are required to attend all scheduled training. If for any reason an apprentice/trainee is going to arrive late to a scheduled meeting or site visit they must inform the Trainer & Assessor as soon as possible. If an apprentice/trainee is more than 30 minutes late for a training session the trainer has the right to refuse entry to the session. This may result in the apprentice/trainee failing to progress with training.

A student is required to inform their Trainer & Assessor if they will not be able to attend training, which includes:

- illness of one day or more
- dental, doctors appointment before or during training
- other extenuating circumstances. For example, attendance at a funeral.

The student is to inform the Trainer & Assessor that they will not be able to attend training by giving 12 hours' notice by text, phone or email, with the minimal of at least an hour's notice on the day of absence.

Certificate 3 Guarantee Program

The *Certificate 3 Guarantee program* is a Queensland Government funded program that provides eligible Queenslanders the opportunity to complete their first post-school certificate III level qualification to gain a job or improve their employment status. Certificate III level qualifications are considered entry-level for employment in most industries and are also the education level where significant employment and career benefits are realised by graduates. Please note that you will no longer be eligible for a government subsidised training place under the *Certificate 3 Guarantee program* once the Certificate III level qualification has been completed. For further information please visit the [Certificate 3 Guarantee Student Fact Sheet](#).

It is a program requirement that TAM charge a Co-contribution Fee for students enrolling into the *Certificate 3 Guarantee program*. The Co-contribution Fee will be invoiced upon enrolment and must be paid prior to commencement of training and/or assessment. The employer or a third party may pay the Co-contribution Fee on behalf of the student; failure to meet this requirement may result in TAM withholding AQF certification documentation.

Co-contribution Fees are outlined in the *Course Fees Schedule* available on TAM's website. Payment of Co-contribution Fees can be made in full via eftpos, direct deposit and/or credit card.

Construction Skills Queensland (CSQ) is an independent industry funded body supporting employers, workers, apprentices and career seekers in the building and construction industry. TAM is a proud recipient of CSQ funding for a variety of civil and general construction qualifications. Please contact the TAM Administration Team for program eligibility requirements.

General Student Information

Application to Defer or Suspend Training

A student may complete an application to defer or suspend training due to extenuating circumstances outside of the control of the student, which includes:

- long term illness
- family matters

The student is required to complete an application for deferment or suspension of training by contacting the TAM Administration Team. A representative of TAM will provide the decision on deferment or suspension of training in writing. A Statement of Attainment will be issued for all units of competency achieved.

Withdraw & Enrol into Another Qualification

If a student (not an apprentice/trainee) wishes to apply to change from their current enrolment of a qualification to another qualification on TAM's Scope of Registration, an application is to be made in writing to TAM Administration. Applications will take 7 days to process.

Units of competency already achieved under the first enrolment will be recognised by the issuance of a Statement of Attainment, unless there is a relationship between the two qualifications that could not result in a credit transfer.

Consumer Protection Mechanism

TAM will ensure that all information in relation to training and assessment services offered is concise and accurate and not misleading at the time of publication, including the nature of the guarantee to students, refunds and agreements between students and TAM, as indicated in the enrolment form and Student Handbook. Consumers have rights under the *Australian Consumer Law (ACL) 2011* to receive the services that have been offered in the agreement or enrolment form and within a reasonable timeframe as indicated.

Nature of the Guarantee

TAM is responsible for the quality of training and assessment services it offers. TAM will provide the training and assessment services outlined on the enrolment form and/or training plan to the student. The team at TAM will assist the student to achieve a positive outcome of learning.

Data Collection/Student Feedback

All students will be required to complete a *Student Survey* upon completion of training. TAM is required to gather, analyse, record and forward the results of data collected to ASQA, CSQ and DESBT. The feedback provided also allows TAM to develop and improve its internal processes for continuous improvement of its training and assessment, client services and management of its operations.

Course Changes

TAM reserves 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 of any proposed changes as soon as practicable through written notification.

Customisation

Customisation refers to the tailoring of an accredited course or Australian Qualifications Framework (AQF) qualification to meet the specific needs of clients. You can customise an accredited course or AQF qualification by adding or substituting units of competency that aligns with the qualification packaging rules or accredited course rules. For more information please contact the TAM Administration Team.

Client Services

Language, Literacy & Numeracy (LLN)

TAM will identify and establish LLN for each student at enrolment and provide the appropriate support. If areas of LLN are identified, TAM will identify the support services required and document these in the Training Plan or where applicable, in the student's file. Support services may be delivered by the Trainer & Assessor or in extreme cases outsourced to an external agency.

Examples of client support service include:

- TAM Trainer & Assessor will provide one on one mentoring
- monitor the delivery of training to determine if any further LLN support is required
- reasonable adjustment for assessments will be implemented if necessary.

Assessment

Assessment Policy

TAM assessment practices meet the requirements of the endorsed Training Packages and outcomes specified in accredited courses within TAM Scope of Registration.

TAM aims to ensure all students have the opportunity to have competencies assessed in a non-threatening and accessible environment. Assessment may occur online, classroom based and/or one on one and onsite at the employee's workplace.

Assessment items may include written theory and oral questioning, projects and assignments, practical written, observation demonstration and Third Party Supervisor verification. Students are to submit all completed assessment items so that the Trainer & Assessor can make a valid judgement of competency.

Each assessment item submitted for marking will be given a Satisfactory/Not Yet Satisfactory result. Competent and Not Yet Competent is reserved as a final result for units of competency. Students will have two opportunities for reassessment per unit of competency.

Conditions of Assessment

Assessment will adopt the following approach in relation to New and Existing Workers:

New Worker

- reasonable adjustment of assessment can be applied
- contextualisation of the unit may occur to suit the workplace without altering the intent and learning outcomes of the unit of competency
- will have access to workbooks with activities to complete for each unit of competency

- will be assessed as required at the workplace by the Trainer & Assessor
- will be required to complete a final assessment, either verbal or written
- will be observed by the Trainer & Assessor in the workplace
- will have a Third Party Supervisor verification
- may collect additional supplementary evidence of competency. For example, photographs.

Existing Worker

- will be taken through a Desk Top Audit
- will have formal and informal skills and knowledge recognised
- will have gaps in training identified
- where training gaps are identified, will be given access to training materials and activities related to closing gaps in training
- reasonable adjustment of assessment may be applied
- contextualisation of the unit may occur to suit the workplace without altering the intent and learning outcomes of the unit of competency
- will be assessed as required in the workplace by the trainer and assessor
- will be required to complete a final assessment; either verbally or written
- will be observed by the Trainer & Assessor in the workplace
- will have a Third Party Supervisor verification
- may collect additional supplementary evidence of competency. For example, photographs.

Reasonable Adjustment

Reasonable adjustment refers to the way in which evidence of the student's performance can be collected.

However, the Trainer & Assessor's valid judgement of competency in awarding the final result of Competent and Not Yet Competent decision should not differ from the standards of performance indicated in the assessors marking guide.

Recruitment and selection processes used are to ensure the suitability of the training meet the needs of the student.

Plagiarism

TAM 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
- submitting another student's work in whole or in part as your own work
- submitting work that has been written by someone else on your behalf (does not include scribing by Trainer)

Recognition of Prior Learning (RPL)

RPL is the formal recognition of skills and knowledge gained as a result of work experience, life experience and/or formal training.

If you believe that you have existing skills and knowledge in some aspects of the qualification in which you are enrolled, it is possible to reduce the amount of training required to complete the qualification and therefore complete your studies early.

In order to be awarded RPL for a unit of competency you will need to provide evidence of your existing industry skills and knowledge. This evidence can be in the form of a portfolio, which may contain the following:

- current resume
- certified copies of existing qualifications, awards, workplace tickets/licences
- letters detailing the type of work, positions held and other relevant information of employment
- provide contact details for two referees who can confirm your industry knowledge and skills in context
- any other supporting documents listed in the qualification's *Evidence Guide*, relating to your claim for any unit of competency

To have your skills formally recognised the Trainer & Assessor must ensure your knowledge, skills and supporting evidence address all of the requirements of the unit of competency, qualification and training package rules.

If you do not apply for RPL on the enrolment form you may still apply for RPL at any time during the induction process by approaching your Trainer & Assessor.

Credit Transfer

TAM recognises the AQF qualifications and Statements of Attainment issued by another RTO. Any Student who has undergone training at another RTO is entitled to gain recognition for unit/s of competency completed. TAM will also recognise the authenticated VET transcripts issued by the Regulator. If a student wishes to seek recognition of the unit of competency/qualification, they must present the original Certificate/Statement of Attainment/VET transcript for sighting or a certified copy at enrolment. Please note that the TAM Administration Team will verify the document to ensure its authenticity.

In some cases where the last letter of the competency code has changed from 'A' to 'B' or 'B' to 'C' TAM will refer to the training package to ensure equivalency. Where units of competency for credit transfer have not been identified as equivalent, gap training will need to be completed before recognition can be granted.

Policies and Procedures

Access & Equity

TAM is committed to providing training and assessment services to the wider community regardless of disability, age, race, gender, religion, colour, marital status, pregnancy or potential pregnancy and location.

At TAM the CEO is appointed the *Client Equity Officer* and ensures all staff act in accordance with the TAM *Code of Conduct and Practice* and all clients are made aware of their rights and responsibilities.

AQF Issuance Policy

TAM will comply with the *Australian Qualifications Framework Issuance Policy* to reduce the fraudulent activity of the reproduction and use of the AQF Qualification and/or Statement of Attainment, which has been issued by another RTO or issued by TAM, including:

- when enrolling a student and viewing issued Qualification testamurs or a Statement of Attainment, TAM will seek verification of the certification from the relevant RTO where there is some ambiguity. The student is to provide the original Qualification testamur or Statement of Attainment for sighting or provide a certified copy of the record with enrolment. TAM will then certify the document to ensure its validity.
- Qualification testamur and Statement of Attainment's will only be issued to students for qualifications and units of competency registered on TAM's Scope of Registration
- a Qualification testamur will be issued to a student who has completed all of the requirements of the qualification
- Qualification testamur and Statement of Attainment issued by TAM will have the required wording as indicated in the Standards for RTOs User Guide including; correct identity of the entitled person, the correct code and title of the qualification, occupation stream, industry descriptor (if applicable) and the Nationally Recognised

- A Statement of Attainment will be issued to students who have completed an accredited unit of competency/s in partial completion of an AQF qualification/course
- the Statement of Attainment will be in a form that cannot be mistaken for a Qualification testamur and will include the wording 'A Statement of Attainment is issued when an individual has completed one or more accredited unit of competency'
- TAM will use its company logo, name and RTO code, date issued, and authorising signature on specialised paper to reduce fraudulent reproduction of a Qualification testamur and/or Statement of Attainment
- replacement of a Qualification testamur or Statement of Attainment is to be printed on the same paper as the original along with the TAM logo and authorising signature

As per the *Standards for VET Regulators*, TAM will issue AQF certification documentation within 30 calendar days of the learner's final assessment being completed or upon exiting the course, provided all fees have been paid.

Complaints and Appeals Policy

TAM has a documented *Complaints and Appeals Procedure* to ensure complaints and appeals are recorded, acknowledged and dealt with fairly, efficiently and effectively.

The *Complaints and Appeals Procedure* enables a student to seek the resolution of a dispute, complaint or an appeal of a decision made by TAM, including an appeal against an assessment decision.

The internal complaints and appeals processes are conciliatory and non-legal.

Complaints brought by a student against another student will be managed in accordance with the *Complaints and Appeals Procedure* taking into consideration the *TAM Behaviour Policy* during the management of the complaint. TAM will ensure that the principles of natural justice and procedural fairness are adopted at every stage of the *Complaints and Appeals Procedure*.

In the instance of a complaint, TAM requests that an attempt to informally resolve the issue by contacting the trainer/assessor or relevant staff member be undertaken. If the matter cannot be resolved, the matter will be referred to the CEO.

Complaints handling procedure

- the process of this complaint procedure is confidential, and any complaints are a matter between the parties concerned and those directly involved in the complaint process
- the complainant should discuss the matter firstly with the immediate TAM staff member with whom they normally have contact with
- the complainant must lodge the complaint in writing to the CEO, outlining the nature and details of the complaint
- each person making the complaint has the opportunity to present their case to the CEO or delegated person/s
- the formal complaint process will commence within 10 working days of the lodgment of the complaint with the CEO or delegated person/s
- students may be accompanied and assisted by a support person as defined under the definitions of this policy to all relevant meetings. Each party will be required to sign the minutes at the end of the meeting and a copy will be kept on the student's file
- where TAM considers more than 60 calendar days are required to process and finalise the complaint; TAM will inform the complainant in writing, including the reasons why more than 60 calendar days are required; and regularly update the complainant on the progress of the matter
- once the CEO or delegated person/s has made a decision regarding the complaint, the student will be informed in writing, the reasons for the outcome and action to be taken. A copy will be kept on the student's file, with a note entered on the *TAM Complaints Register*
- if the complaint procedure finds in favour of the student, TAM will immediately implement the decision and any corrective and preventative action required
- if the complainant is dissatisfied with the outcome of the complaint they can appeal the outcome in accordance with the *TAM Appeal Procedure*
- any complaint, which appears to be related to any illegal activity such, as theft, assault etc. will be referred to the appropriate authority after discussion with the person making the complaint.

Appeals handling procedure

- a client may appeal a decision made by TAM. This includes appeals that relate to assessment decisions
- the process of this appeal procedure is confidential, and any appeals are a matter between the parties concerned and those directly involved in the appeals handling process
- an appeal must be lodged within 20 working days of the client being notified of a decision made by TAM or in the case of an appeal against an assessment decision, within 20 working days of the student being notified of the assessment result
- clients may make an informal approach to a Trainer & Assessor or TAM Administration Officer regarding an appeal
- if the matter is not resolved, the client's appeal will be forwarded to the CEO outlining the details of the appeal
- the CEO will review the appeal within 5 working days of receiving it, and provide a written statement of the appeal outcome and the reasons for the decision to the client
- if the CEO cannot resolve the appeal to the client's satisfaction the client can request that an external dispute resolution provider, Resolution Institute consider the appeal.
- Resolution Institute will review the appeal within 10 working days of its formation
- the client may have an adviser/support person in attendance during the proceedings of the external dispute resolution provider. The client is responsible for any costs that may be incurred with the engagement of Resolution Institute
- Resolution Institute will:
 - review the circumstances of the appeal and make a decision on the evidence submitted
 - keep a record of the proceedings to ensure that the appeal procedure was conducted fairly
 - provide its decision in writing to the CEO and the client outlining its reasons for the decision.
- Resolution Institute's decision shall be final
- for the duration of the appeals process, the student is required to maintain enrolment and attendance as normal
- where TAM considers more than 60 calendar days are required to process and finalise the appeal; TAM will inform the appellant in writing, including the reasons why more than 60 calendar days are required; and regularly update the appellant on the progress of the matter
- where necessary TAM will assist the client with possible referral points to independent advice such as the Fair Work Ombudsman and the Office of Fair Trading
- a client may, after exhausting TAM's internal *Complaints & Appeals Procedure* make a complaint to the National VET Regulator ASQA, via online complaint lodgment process. This process is available at <http://www.asqa.gov.au/complaints/making-a-complaint.html>
- should a competency dispute arise, TAM will manage the competency dispute using its internal appeal and complaint resolution process. If at the end of the process, the employer or apprentice/trainee remains dissatisfied, they may lodge a written complaint with DESBT using the *Online Apprenticeship or Traineeship Complaint Form*.

The CEO agrees to and ratifies that the *Complaints and Appeals Procedure* is compliant and in line with the standards for Registered Training Organisations (RTO's).

Definitions

Working day is any day other than a Saturday, Sunday or public holiday during term time.

Support person is a friend/teacher/relative not involved in the complaint.

Behaviour Policy

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

In the event the student will be notified in writing, by the CEO, of our intention to suspend and/or cancel enrolment, as outlined in the *Disciplinary Action* below.

Disciplinary Action

TAM expects that all students will conduct themselves in a manner that is considerate and reasonable at all times. Students who display bad behaviour, as itemised above, or any legislative requirements will be subject to disciplinary action. The following disciplinary actions can and will be taken:

- warning 1 written warning
- warning 2 written warning
- warning 3 written warning
- suspension of enrolment
- termination of enrolment and forfeit of fees

The student will be given three written warnings from the CEO before more serious disciplinary action is taken. At each step, the student will be warned of the consequences should he/she continue or repeat the offence. If no further problems occur, further disciplinary action will be ceased.

Some of the main factors examined when determining appropriate disciplinary action are:

- seriousness of offence
- repetition or duration of offence
- prior offences and disciplinary actions
- previous responses to disciplinary actions and any current disciplinary action

Where the behaviour is deemed to be of a serious nature an **immediate suspension of training** will apply. Behaviour that would be considered to be of a serious nature is:

- attending training under the influence of drugs and/or alcohol
- sexual harassment
- **acting in an unsafe manner that places others and themselves at risk and disobeying WHS directions. TAM has an obligation to refer the incident to your Employer**
- deliberate and willful damage to TAM or another student's property
- bullying
- verbal and physical abuse towards students and/or trainers/assessors.

For apprentices/trainees any suspension of training will be reported to DESBT.

A written record of all disciplinary actions taken will be kept with the student's file. These reports remain an active part of the student's record for one year after the offence. If the student does not commit any other offences during that time, the report will become inactive. The report will, however, still remain a part of the student's file.

Any person who receives written notification to suspend training and/or has their enrolment cancelled does not limit the person to the right of appeal through our *Complaints and Appeals Procedure*.

The student has 14 working days from the date of notification in which to lodge a written appeal to the CEO. If the student is unhappy with the outcome of the process they have the right to make an appeal using external processes as indicated in the *Complaints and Appeals Procedure*.

Transition Policy

The CEO is aware of the requirement to transition seamlessly to the new qualification once the training package qualification/units of competency or accredited course on its scope expires.

The CEO is responsible to ensure any transition takes place with minimal disruption to students and the organisation. Under the policy, all students will be given every opportunity to transition from superseded, expired or deleted units of competency, qualifications and training packages. Students will be advised in writing of any transition arrangements.

As part of the transition process TAM will transition from superseded training products to current training products within 12 months from the date the revised course is released on www.training.gov.au.

Refund Policy

Changes to Course Fees & Additional Costs

Any changes to course fees including additional costs will be amended on our website and course brochures. These changes will not apply to existing students or those who have newly enrolled under the old fee structure.

Course Withdrawal

Notification of withdrawal from a course and/or application for refunds must be addressed to the TAM Administration Team and submitted in writing within 7 days.

If written notice or contact is not communicated to the TAM Administration Team within 90 days from the last day of attendance, TAM will deem that you do not intend to return and as a result the following process will be undertaken:

- the trainer advises administration of your absence in excess of 90 days
- the administration team will endeavor to contact you based on details provided at enrolment
- all contact attempts will be recorded on your student file
- a withdrawn status will be added to your electronic and hard-copy file

Fee Refund

Should TAM close or be unable to deliver a course, TAM will find you an alternative provider to complete your qualification or issue a full or proportionate refund for training delivery that has not commenced at the time of cancellation.

TAM will administer a full refund to students for contribution fees/course fees charged for training delivery that has not commenced at the time of the cancellation of enrolment.

Where a student withdraws from a unit of competency a proportionate refund will be calculated based on the training paid for and not received. However, where training has been provided and payment not received, the student will be required to pay for the portion of training delivered at the time of application for withdrawal.

The provision of refunds to employers/industry for additional charges paid beyond the Participant and government contributions will also be administered according to the training paid for and not received.

If requiring a refund, please contact the TAM Administration Team for a *Refund Request* form. A nominated bank account will be required, please allow 3 days to process the refund.

Credit Card Payments

Payments are processed through a third provider. The hosted server is secure with SSL encryption and a regular update scheduled as per company hosting policy. Personal credit card details if processed online or taken over the phone are not stored on TAM hosting servers. All manual payments taken over the phone are entered directly into the system and automatically deleted when processed.

Cooling-off Period

Fee for Service Course Fees are subject to a cooling-off period that expires 10 business days from the day on which payment is received by TAM. The cooling-off period provides a safeguard allowing the student an opportunity to change their mind before commencing the qualification.

The payee of the Course Fees can change their mind about proceeding with the enrolment during the 10-day cooling off period. If, during that time, the student decides to withdraw from the qualification, TAM will refund the full amount paid as per the *Fee Refund* process outlined above within 14 days.

Work Health and Safety Act 2011

Our Policy

TAM requires workplace health and safety to be regarded as an integral part of the day-to-day operation. The safety of the public, our students and employees is the responsibility of all levels of management and is to be demonstrated at all times.

Our Commitment

TAM is totally committed to the principle that all workplace injuries can be prevented.

Student Responsibilities and Obligations

All TAM students:

- are obligated to follow safety instructions given by their trainer/assessor and employer
- have the responsibility that all operations under their care and/or control are carried out in a safe and efficient manner
- must not deliberately put the health and safety of anyone at risk, deliberately injure themselves, or misuse any equipment provided for workplace health and safety
- are required to comply with the standards under the *Workplace Health Safety Act 2011*. Students who do not follow the workplace health and safety directions are liable under the Act
- are not expected or required to attempt anything likely to cause them harm.

Privacy Policy (Privacy Act 1988)

Our Commitment

TAM will treat all information gathered from students with the strictest confidence in accordance with the requirements of the *Privacy Act 1988*. The information will be held in a secure environment and accessed only by authorised personnel.

The *Privacy Act 1988* protects the information that TAM collects, uses, destroys and discloses personal information generally, unless we are required under any law to retain it.

Use and Disclosure

TAM uses the information collected for the purposes disclosed at the time of collection or otherwise as set out in this *Privacy Policy*. We will not use personal information for any other purpose without first seeking consent, unless authorised or required by law. Generally, TAM will only use and disclose personal information:

- a. To establish and maintain your relationship as a customer of TAM
- b. To provide the products and services you have requested from TAM
- c. To administer and manage those products and services
- d. To report to federal/state/territory registering bodies in relation to training services provided
- e. To a third party where written authorisation is provided by you

TAM will not disclose information to overseas recipients.

Your Responsibilities and Obligations

All TAM students are obligated to ensure:

- information provided to TAM is accurate and up to date
- no document is removed or accessed from TAM without first obtaining permission
- students do not access or remove another student's information

Please refer to TAM's *Privacy Policy* for further information.