

**AUSTRALIAN SKILLS GROUP
STUDENT HANDBOOK 2024**



**'SKILLING TOMORROW'S
WORKFORCE TODAY'**

Welcome to Australian Skills Group

Australian Skills Group is a private Registered Training Organisation formed in 2011 in response to the needs of industry for quality, flexible training solutions. The scope of our nationally recognised courses and training programs can be found at www.training.gov.au.

Australian Skills Group aims to provide high quality education and training to enable people to work with confidence, competence and satisfaction. We contribute to the development of students by offering innovative programs, providing a stimulating learning environment, fostering self development and decision making, supporting individual needs with their learning and assisting with career development. Our experienced teaching team is committed to providing a supportive environment that will facilitate both personalised and collaborative learning.

Australian Skills Group believes that independence and control over one's life are the ultimate expressions of human dignity. As we grow and develop we increase our independence. Education and training contributes to our growth – we become more empowered and self directed. We are able to make informed choices. These choices will benefit us personally, our employers and those who receive services and support in the industries in which we work.

We look forward to welcoming you!

Yours sincerely

Paul Scaysbrook

Director

Australian Skills Group

CONTENTS

Welcome to Australian Skills Group.....	2
1. Introduction	5
2. Course fees, refunds and other financial matters	5
2.1 Queensland Government User Choice	6
2.2 Queensland Government Certificate 3 Guarantee.....	8
2.3 Refund Information.....	10
2.4 VET Student Loans Enabled Courses	11
3. Academic Matters.....	13
3.1 Competency Based Training.....	13
3.2 Unique Student Identifier (USI).....	13
3.3 Language, Literacy and Numeracy.....	14
3.4 Academic Progress	14
3.5 Learning Environment	15
3.6 Student Welfare	15
3.7 Access and Equity	15
3.8 Academic Record Keeping.....	15
3.9 Transition	15
4. Recognition of Prior Learning.....	16
4.1 How to Apply	16
4.2 RPL Fees	16
4.3 Credit Transfer (CT).....	17
5. Student Matters	18
5.1 Legislation	18
5.2 Student Code of Conduct.....	19
5.2.1 PART A: Student Obligations, Responsibilities & Rights	19
5.2.2 PART B: ASG Responsibilities	22
5.2.3 PART C: ASG Misconduct Policy	23
6. Apprenticeships	24
6.1 Enrolment Process.....	25
6.1.1 Responsibilities of the Apprentice	25
6.1.2 Obligations of the Employer	26
6.1.3 Australian Skills Group Obligations.....	28
6.1.4 Electrical Safety Office - License Outcomes.....	29
6.1.5 eProfiling.....	30
7. Complaints, Appeals and Grievances	31
7.1 Definitions.....	32
7.2 Procedure.....	35

8. Privacy.....	41
8.1 Why we collect your personal information:	41
8.2 How we use your personal information:	41
8.3 How we disclose your personal information	41
8.4 How the NCVET and other bodies handle your personal information	42
8.5 Surveys	43
8.6 Contact Information.....	43
8.7 Disclosure	44
8.8 Obligation.....	45
8.9 Consent.....	45
8.10 Review and Access	45
8.11 Storage and Security of Personal Information.....	46
8.12 Privacy Complaints and Advice	46
9. Work Health and Safety	46
9.1 Alcohol and other drugs.....	47
9.2 COVID.....	47
10. Housekeeping.....	48
10.1 Personal details record keeping	48
10.2 Housekeeping Rules	48

1. Introduction

Enrolment in courses at Australian Skills Group is completed prior to the commencement of training and assessment. The actual process will depend on the type of program in which you are enrolling but we do require that all potential students attend or undergo a Pre-enrolment Induction session in order that we can assess your eligibility and you can determine course suitability pre-enrolment. This also includes the completion of a Language, Literacy, Numeracy test to help us determine any additional support you may require.

Our training programs are delivered either in the workplace, at our Brendale facility, or through a combination of both depending on the course in which you have expressed an interest. Your enrolment will be finalised when all eligibility criteria has been met and evidence provided. You will be notified of enrolment details specific to your course upon receipt of payment and completed enrolment form.

Orientation / Induction Day provides an overview of the program, administration procedures, basic housekeeping requirements and introductions to staff. It also provides an opportunity for you to meet your fellow students.

2. Course fees, refunds and other financial matters

Australian Skills Group offer both Fee-for-Service and Government loan or subsidised and/or funded courses. These programs have different rules and requirements. This means that fee amounts and required contributions etc may vary.

Australian Skills Group will collect a \$200 non-refundable booking fee in advance, to secure a place on certain courses (excludes User Choice programs). This will be deducted from the first fee payment due on day 1 of the course. This will remain non-refundable at all times.

Programs Types

Program Type	What this means	Course Fees	Other Fee Requirements
Fee-for-service	Where your course is fully paid by you & not funded or subsidised by government	Fees will vary depending on the course. (Call us)	We do not collect more than \$1500 in advance.
User Choice	Where you have signed a Training Contract under the Australian Apprenticeship program	A student contribution fee is required at a rate of \$1.60 per nominal hour of training at a unit level.	This is invoiced to you (or your employer if agreed) and is payable in advance. Exemptions may apply
Certificate 3 Guarantee	Where the QLD state Government subsidise the training (eligibility criteria applies) for certain courses	A student co-contribution fee must be paid in advance (refer to www.asg.edu.au for costs)	Concessions apply where suitable evidence is provided.
VET in Schools	Where the QLD state Government fully fund the training (eligibility criteria applies)	Fully funded by the Queensland Government. No individual student fees apply	

2.1 Queensland Government User Choice

Please note: Apprentices and trainees can only receive one government contribution for a User Choice funded qualification at any single point in time, i.e. a student is not funded to undertake two apprenticeships or traineeships at the same time.

In addition, apprentices and trainees, including School-based Apprentices and Trainees, can only receive a maximum of 2 government funding contributions under the current User Choice program.

User Choice Course Fees Information Table:

Please note the student tuition fees are indicative only and are subject to change given individual circumstances at enrolment. GST is not payable.

Course Code	Course Title	Approx nominal hours	Fee rate per nominal hour	Concession Fee per nominal hour	Course Fee	Course Fee concession
AUR20520	Certificate II in Automotive Servicing Technology	361	\$1.60	\$0.64	\$577.60	\$231.05
AUR30620	Certificate III in Light Vehicle Mechanical Technology	1145	\$1.60	\$0.64	\$1832	\$732.80
AUR31120	Certificate III in Heavy Commercial Vehicle Mechanical Technology	1140	\$1.60	\$0.64	\$1824	\$729.60
AUR31220	Certificate III in Mobile Plant Technology	1144	\$1.60	\$0.64	\$1830.40	\$632.15
CPC30220	Certificate III in Carpentry	1130	\$1.60	\$0.64	\$1808	\$723.20
CPC30320	Certificate III in Concreting	1041	\$1.60	\$0.64	\$1665.60	\$666.25
CPC31120	Certificate III in Steelfixing	621	\$1.60	\$0.64	\$993.60	\$397.45
MEM20105	Certificate II in Engineering	350	\$1.60	\$0.64	\$560	\$224.00
MEM30219	Certificate III in Engineering – Mechanical Trade (Fitting/Machining) (Fitting)	950	\$1.60	\$0.64	\$1520	\$608
MEM31322	Certificate III in Refrigeration and Air Conditioning	950	\$1.60	\$0.64	\$1520	\$608
MEM31419	Certificate III in Fixed and Mobile Plant	950	\$1.60	\$0.64	\$1520	\$608
MEM31922	Certificate III in Engineering - Fabrication Trade (Boilermaking/Welding) (Sheetmetal Working) (Boilermaking) (Welding)	1017	\$1.60	\$0.64	\$1627.20	\$650.90
MEM40119	Certificate IV in Engineering	1292	\$1.60	\$0.64	\$2,067.20	\$826.88
UEE30820	Certificate III in Electrotechnology Electrician	1112	\$1.60	\$0.64	\$1,779.20	\$711.70

USER CHOICE FEE EXEMPTIONS

In certain circumstances a student may be fully or partially exempt from the payment of fees. Evidence to support the full or partial exemption is required prior to, or at, induction or ASG will invoice the full fees. Where a partial exemption applies, ASG is required to charge 40% of the contribution fee.

EXEMPTION CATEGORIES

Partial Exemption: Student is not at school & did not completed year 12 & was or will be under 17 at end FEB in the year in which ASG provides training.
Partial Exemption: Student is an Aboriginal or Torres Strait Islander as stated on the Training Contract & ASG enrolment form.
Partial Exemption: Student holds a Health Care Card or Pensioner Concession Card issued under Commonwealth Law; or is the partner or dependent of a person who holds the above & is named on the card.
Partial Exemption: Student provides an official form under Commonwealth law confirming that they, his or her partner or the person of whom the student is a dependent is entitled to concessions under a Health Care Card or Pensioner Concession Card.
Full Exemption: Fees <i>may</i> be waived where a student is not covered in any exemption category, but payment would cause extreme financial hardship. Appointment must be made with the Chief Operating Officer & be in accordance with fee waiver process at time of enrolment.
Full Exemption: where QLD Government officer representing User Choice budget advises in writing that fees are optional, ASG <i>may</i> waive the student contribution fee.
Full Exemption: Student is a School Based Apprentice or Trainee; where Credit Transfer has been applied; Transitional Gap Training applies; student is undertaking a Skilling Queenslanders for Work traineeship.
Full Exemption: Apprentices & trainees Under 21 years of age in a designated Free apprenticeship qualification (High Priority), who meet the eligibility requirements.
Full Exemption: Apprentices & trainees Between 21 and under 25 years in a designated Free apprenticeship qualification (High Priority), who meet eligibility requirements.

2.2 Queensland Government Certificate 3 Guarantee

Please note:

Certificate 3 Guarantee programs are funded through the Queensland Government. Individuals will no longer be eligible for a government subsidised training place under the Certificate 3 Guarantee once they complete a certificate III level vocational qualification. The individual must not already hold or be currently enrolled in a Certificate III or higher-level qualification, regardless of where delivered or achieved.

It is a requirement of the Certificate 3 Guarantee program that the student pays a co-contribution fee which must not be waived. ASG have set the co-contribution fees below:

Course Code	Course Title	Number of Units	Fee rate per unit Non-concession	Fee rate per unit Concession	Course Fee non-concession	Course Fee concession
AUR20420	Certificate II in Automotive Electrical Technology	16	\$40	\$16.25	\$640	\$260
AUR20520	Certificate II in Automotive Servicing Technology	20	\$25	\$12.50	\$500	\$250
MEM20422	Certificate II in Engineering pathways	12	\$12.50	\$6.25	\$150	\$75
UEE22020	Certificate II in Electrotechnology (Career Start)	13	\$60	\$30	\$780	\$390

CONCESSION CATEGORIES

Student holds a Health Care or Pensioner Concession Card issued under Commonwealth Law, or is the partner or a dependent of a person who holds a Card above and is named on the card
Student provides ASG with an official form under Commonwealth Law confirming that they, their partner or the person to whom they are a dependent is entitled to concessions under a Health Care or Pensioner Concession Card
Student identifies as Aboriginal or Torres Strait Islander
Student is a school student enrolled in a VETiS program (may include young people in detention)
Student has a disability
Student is an adult prisoner

PLEASE NOTE: Non-concession student fees will be invoiced if Australian Skills Group has not received evidence to support the above concession categories prior to, or at, enrolment.

FEE INCLUSIONS AND EXCLUSIONS (all programs):

All Fees include:

- Facility and/or program orientation/inductions
- Tuition and tutorials
- Study guides, workbooks
- Authorised supported learning materials and compulsory textbooks (if applicable)
- Student counselling and support (internal)
- 1 copy of all completion documents (at completion or withdrawal/early exit as applicable)

Additional costs not included:

- Off-campus excursions
- Late payment Fee - \$100
- Stationery (books, pens, photocopying etc)
- Supplementary Assessments – (if fail) once free of charge; then \$50
- Re-attendance of classes (if Fail) – contact us for details
- Replacement study guides or program learning materials (\$5/document)
- PPE clothing requirements (ie: safety boots, high viz top etc)
- For high risk courses: high viz shirt; steel cap boots; long trousers
- Resissue or replacement of Award or Statement of Attainment (\$50) – must be requested in writing (ask Admin team for the form)
- Printing/photocopying (10c a copy)
- RPL – contact us for costs

Fees may be paid in cash, by direct deposit or by EFTPOS (a 0.2% fee applies for EFTPOS). Students are advised to keep their receipts regarding education expenses for taxation purposes.

2.3 Refund Information

(Refer to www.asg.edu.au for Refund Policy)

In the unlikely event Australian Skills Group cancel a course pre-commencement students will be rescheduled onto the next course or provided a full refund in accordance with the Refund Procedure.

Where a student cancels their enrolment the following refund information applies:

Program Type	Cancellation by student after Enrolment & before course commencement	Withdrawal or cancellation after course/stage/semester start date
Fee For Service Certificate 3 Guarantee	No Refund	No refund
User Choice	Full refund	Full refund on units not commenced. Proportionate refund on units commenced then withdrawn

Please Note:

Where a \$200 booking fee has been collected, this is non-refundable in the event of no-show or course cancellation.

2.4 VET Student Loans Enabled Courses

This section applies to students who are, or would be entitled to VET Student Loan assistance enrolled in a VET Student Loan enabled course at ASG

DATE OF WITHDRAWAL	STUDENT ELIGIBLE FOR VET LOANS ASSISTANCE	STUDENT NOT ELIGIBLE FOR VET STUDENT LOAN
Before census date for unit	Full refund No VET Student Loan debt is incurred	Full refund
After census date for unit	No refund; and/or VET Student Loan debt is incurred	No refund

Refund Process

ASG will process refund amounts in accordance with tables above:

- Student to complete a Course Withdrawal Form or advise in writing – available from Administration.
- Refund Application form to be completed by student (to obtain bank account details) – form available from Administration (Non-VSL enabled courses).
- Approved refunds will be paid within 10 working days of the census date of the VET unit of study to which the withdrawal applies; or
- Approved refunds will be paid within 10 days of the date of withdrawal/cancellation (non-VSL enabled courses).

A student who withdraws after the census date may apply for special consideration in line with Student Review Procedures for Re-crediting a FEE-HELP balance.

Protection of Student Funds

Australian Skills Group do not collect more than \$1500 from domestic students in advance of training.

Fees less than \$1500 must be paid in full upon enrolment and will be subject to ASG's Refund Policy.

Where course fees are greater than \$1500 Australian Skills Group require instalments to be paid at pre-determined intervals commensurate with the course duration. In the event of withdrawal/cancellation ASG's Refund Policy applies.

Should Australian Skills Group be required to cancel a course pre-commencement, students will be fully refunded all fees paid in accordance with ASG's Refund Policy.

Australian Skills Group guarantee they will not cancel a course after commencement.

With the exception of User Choice courses, Australian Skills Group will not issue a Statement of Attainment or Award unless fees are paid in full.

Exceptions:

Students studying Vet Student Loan enabled courses using a VET Student Loan to pay for their course, have their upfront fees protected through the Tuition Protection Service (TPS), in accordance with Commonwealth legislation.(Refer to www.asg.edu.au for Vet Student Loans enabled course Student Handbook).

Students not using a Vet Student Loan to pay for their VET Student Loan enabled course are required to pay fees in equal installments throughout their course. In order to protect student fees, no more than \$1500 will be collected up-front at any given time.

International Students are required to pay more than \$1500 in advance and have all monies paid to Australian Skills Group protected through the Tuition Protection Service, in accordance with Commonwealth Legislation for international students (refer to www.asg.edu.au for the International Student course guide).

3. Academic Matters

3.1 Competency Based Training

All courses at Australian Skills Group are 'competency based'. This means you are required to demonstrate that you have the skills and knowledge required by each Unit of Competency in your academic pathway.

Each individual assessment item within a Unit of Competency will be marked with a Satisfactory (S) or Not Satisfactory (NS) result. You must achieve a Satisfactory mark for all assessment items to be deemed CO (Competent) in the Unit.

Successful completion of all Units of Competency (a CO or Competent result) – enables you to be issued with a Nationally Recognised Award and Academic Transcript (or Record of Results); where you have been deemed Not Yet Competent (NYC) in any units studied you will be issued with a Nationally Recognised Statement of Attainment listing all of the units you have successfully achieved.

Australian Skills Group will not issue an Award or Statement of Attainment when fees remain unpaid. This does not apply to government funded User Choice students.

3.2 Unique Student Identifier (USI)

In order to improve the transparency of the vocational education and training (VET) sector, the Australian and state/territory governments have developed a national initiative to give students easier access to their VET records - Unique Student Identifiers Act 2014.

Every new and existing VET student is required to have a USI which acts as a key, giving students a single point of access to all of their VET records. This will allow for a more effective processing of pre-requisites, credit transfer, RPL.

The USI is a ten-character alpha-numeric code that a student retains throughout their lifetime. As a student, you will need to obtain and provide to ASG your own USI number. You will also need to provide proof of identity. You can do this yourself directly through the USI Agency portal or by giving us permission to do this on your behalf. If you already have a USI we can verify it through our Student Management System. The ASG Enrolment Form contains provision for both these options. ***We are unable to issue any Award or Statement of Attainment without a verified USI***, unless an exemption category applies.

Students may be exempt from providing a USI under certain circumstances and must apply to the Student Identifiers Registrar. A copy of the USI exemption letter must be provided to Australian Skills Group prior to enrolment.

It is important to understand that where an exemption is applied, any training undertaken will not:

- Appear on your USI VET transcript
- Be included in the National Provider Collection

3.3 Language, Literacy and Numeracy

We recognize the diverse learning experiences of students and the impact that can have on an individual's learning journey. In order to ensure your chosen course is at a suitable level and to identify where and what support (if any) you may require, each prospective student will be required to undertake a language, literacy and numeracy test as part of the pre-enrolment induction process. Our assessors will use the results to identify areas where we can assist you further and offer tutorial support or other targeted solutions, if required.

Such support is also available at any time during your course so please seek advice and assistance from your trainer if you feel you could benefit from this. ASG provide learning support at no extra cost.

Should it be identified you require more specialised support, ASG can assist you in finding the required assistance. The cost of any support charged by external providers must be met by the student.

3.4 Academic Progress

Academic progress is largely dependent on your attendance in class, your submission and successful completion of assessment items. We will monitor your academic progress with the intention of offering you tutorial support to maximize a successful course outcome. Hard copy progress reports will be provided to you on the completion of each term/stage. Should it be determined you are at risk of not meeting academic standards you may be unable to progress to the next stage/semester. This could result in you not completing the course within the nominal duration; and/or incurring unit resit fees; and or cancellation of your enrolment.

3.5 Learning Environment

Each classroom is air-conditioned and fully equipped with tables, chairs, whiteboard, audio visual equipment and projectors. All theory learning is conducted in the classrooms and practical sessions in the relevant trade skills area of the 'shed'. There is also library access where you can borrow a range of textbooks and additional learning resources to assist you in your studies. Computers and printers are also available for student use and the completion of assigned tasks.

3.6 Student Welfare

ASG is committed to providing all the support that students may need to help them achieve their learning goals. In the event that you feel you need support with personal or academic issues that could be affecting your training and assessment, our Student Welfare Officer can also assist you in finding the most appropriate external support or counselling, where required. Any external support may be chargeable by that provider.

3.7 Access and Equity

ASG management and staff provide assistance to all students, clients and stakeholders to identify and achieve their desired training goals and outcomes regardless of race, religion, sex, socio-economic status, disability, language, literacy or numeracy.

Should you have any special needs please let us know so we can make a time to discuss with you how we can adapt or modify the current learning resources or environment to suit your specific requirements.

3.8 Academic Record Keeping

ASG has a regulatory obligation to maintain comprehensive records of each student's involvement with ASG including class attendance, academic results, assessment material, personal details and financial records. ASG is required to submit this data to the Regulator and other government agencies when requested.

ASG also encourages students to maintain their own records to assist in any dispute resolution.

3.9 Transition

Where a training product becomes superseded on the National Register, ASG will advise all students enrolled in the superseded qualification or unit of competency of their options to either

complete or transition to the new qualification or unit. This may include the requirement to complete gap assessments or additional units.

4. Recognition of Prior Learning

During your lifetime, you will have gained valuable knowledge and developed many skills. You may have previously worked either full-time, part-time or in a voluntary capacity. This work may have involved some training (either formal or informal). You may also have attended training courses.

Your current knowledge and skills may be relevant to the course you are considering enrolling in. Each unit of competency you study is made up of various elements and competency outcomes. Each one consists of a range of performance criteria. If you can provide evidence that you already have the relevant skills and knowledge, you may be able to use this to gain recognition for all or part of your course.

When you apply for RPL, your knowledge and skills are measured against the equivalent unit (s) in the relevant course pathway. If you are successful you will be assessed as having already completed those units. This may have the effect of reducing both the course timeframe and costs.

4.1 How to Apply

You are able to apply for RPL for one Unit or as many Units of Competency as you can provide sufficient, valid, authentic evidence for.

In the first instance you will be required to have a discussion with an ASG assessor to determine whether or not you would be an eligible candidate. You will then be provided with an RPL Application Kit that you will be required to complete in full and submit to the ASG assessor with your supporting evidence. The ASG assessor will contact you to arrange a 'Competency Conversation' and a demonstration of your practical skills. You may also be asked to provide additional evidence and/or undergo 'gap training'.

4.2 RPL Fees

Students who are successful in obtaining RPL will have their tuition fees adjusted on a nominal hour basis depending on the subject length; this may also have the effect of reducing the

length of the course. There is a fee for the RPL application process – refer to Fees and Charges.

4.3 Credit Transfer (CT)

Credit transfer involves assessing a previously completed Unit of Competency or subject to see if it provides equivalent learning or competency outcomes to those required in your current course of study.

If you have a Statement of Attainment and/or Award and Academic Transcript from a previously completed course with another RTO we can use this as evidence that you have already successfully completed that unit and award you a CT result.

If you are undertaking government subsidised training you will not be eligible for funding for a unit previously completed at another RTO. We would require that you provide us with a copy of your Nationally Recognised Award or Statement of Attainment in order that we can result you accordingly.

If you have misplaced your Statement of Attainment or Award we can in some instances access your academic results through the USI Registry, providing permissions are enabled by you to allow us access to your USI account.

You will be required to complete a CT Application form available from the admin team or at Pre-enrolment induction.

5. Student Matters

5.1 Legislation

Students and staff both have a responsibility to adhere to relevant legislation and conduct themselves in an appropriate manner at all times. Legislation that must be adhered to includes but is not limited to:

- National Vocational Education and Training Regulator Act 2011
- Standards for Registered Training Organisations (RTOs) 2015
- Student Identifiers Act 2014
- Data Provisions Requirements 2012
- Electrical Safety Act 2013
- Electrical Safety Regulations 2013
- Education for Overseas Students Act 2000
- VET Student Loans Act 2016
- Work Health and Safety Act 2011
- Privacy Act 1988 and Australian Privacy Principles
- Copyright Act 1968
- Equal Opportunity Act 2010
- Fair Work Act 2009
- Queensland Industrial Relations Act 2016
- Australian Consumer Law 2011
- Racial Discrimination Act 1975
- Disability Discrimination Act 1992

- Sex Discrimination Act 1984
- Australian Human Rights Commission Act 1986

Your rights and obligations under these Acts are explained during your induction/orientation. This includes your ongoing rights as a Consumer under Australian Consumer Law.

5.2 Student Code of Conduct

ASG is committed to providing a fulfilling and rewarding learning experience that enables students to achieve their full potential. This commitment is underpinned by an expectation that all students will conduct themselves in a manner consistent with ASG values and guiding principles to maintain our strong commitment to relevant and realistic training.

All students at enrolment must sign this document and accept their shared responsibility for maintaining a safe, harmonious and tolerant environment in which to study and work.

This Code sets out the ASG expectations of students with respect to their training and personal conduct and outlines the ASG's responsibilities to students.

The codes primary objectives are:

- An obligation to act with integrity in academic work, to ensure that all training is conducted ethically and safely.
- An obligation to observe standards of equity and respect in dealing with every single person.
- An obligation to use and care for resources in a lawful and appropriate manner, and to not diminish ASG's reputation in the carrying out of training and other associated function activities and or related clients.

5.2.1 PART A: Student Obligations, Responsibilities & Rights

In exercising their obligations, ASG students are expected to accept the following responsibilities:

- Students have an obligation to inform themselves of the ASG's rules, policies & procedures.

- Students must act in a safe manner at all times and not compromise the health and wellbeing of themselves or others.
- Students must take direction from their Trainer or any other ASG staff member in the event of an emergency or critical incident.
- Students must ensure their contact details are up to date and that they regularly read the student notice board for information relating to ASG's activities.
- Students are required to enter and exit the building at Student Reception and 'sign-in' & 'sign out' for safety purposes.
- Students must not engage in academic or training misconduct.
- Students must actively participate in the learning process.
- Students are expected to attend scheduled classes, training activities and submit assessment tasks on time, unless unforeseen or exceptional circumstances arise.
- Students must ensure all fees and charges are paid in accordance with their terms of enrolment prior to the issuance of any Award or Statement of Attainment (except User Choice).
- Students are expected to behave ethically, avoiding any action or behaviour that would unfairly disadvantage or advantage either themselves or another student.
- Students are expected to be familiar with the programs and resources available to assist them in conducting their studies and research appropriately.
- Students must not behave in any way which impairs the reasonable freedom of other persons to pursue their studies, work or research or to participate in the activities of the Institute.

Equity and Respect

- Treat all ASG staff, other students, and visitors to ASG with courtesy, tolerance and respect.
- Respect the rights of others to be treated equitably, free from all forms of unlawful discrimination and harassment, including sexual harassment.

- Respect the rights of others to express views and not engage in behaviour that is obscene, dangerous or could reasonably be considered to be offensive to others.
- Not engage in behaviour that is unlawful, discriminatory, harassing, or bullying.
- Not engage in behaviour that is perceived to be threatening or intimidating or causes any person to fear for their personal safety or well-being.
- Not behave in a way that disrupts or interferes with any formal or informal training activity, or any event conducted by ASG.

ASG resources and reputation

- Use and care for all ASG's resources, such as buildings, equipment, grounds, information and communication technology resources, in a lawful and ethical manner, mindful of the need for resources to be shared by all students.
- Ensure their actions or inactions as a student do not harm, or bring into disrepute, ASG's reputation or good standing.
- Not engage in behaviour that is detrimental to ASG's property.
- Not participate in any ASG training or assessment activity, while under the influence of alcohol or other drugs.
- Not use, possess or supply any prohibited drug, substance or weapon.

Consumer Rights

- ASG is responsible to every student for the quality of the training and assessment provided, and for the issuance of the AQF certification documentation.
- In the event that ASG or any third-party delivering training and assessment on its behalf, closes, cancels, or ceases to deliver for any reason, a course or part of a course that a learner is enrolled in, a refund of fees paid for services not provided to students will be provided. Students who have already been assessed as competent for some units will be issued a Statement of Attainment.
- Where there are any changes to agreed services, ASG will advise learners as soon as practicable, including in relation to any new or existing third-party arrangements or a change in ownership.
- Students' rights as a consumer are protected under Australian Consumer Law

5.2.2 PART B: ASG Responsibilities

Australian Skills Group acknowledge their obligations towards students and take responsibility for:

- providing quality training and assessment services in accordance with the Standards for Registered Training Organisations (RTOs) 2015.
- the issuance of all AQF certification and documentation within required timelines, where the student successfully completes or withdraws from their course unless fees are outstanding (– User Choice courses excepted).
- providing a safe and healthy learning environment where the learning experiences will be challenging and stimulating.
- employing highly skilled trainers that can deliver current industry skills and practices.
- ensuring that students be treated with respect and courtesy by ASG staff and fellow students, in an environment free from harassment including that based on gender, ethnicity, age, disability or background.
- ensuring that each learner is fully informed about what is expected of them in each area of study.
- the provision of fair, timely and useful feedback on a student's performance and progress.
- encouraging students to have a say about the value, relevance and effectiveness of their academic programs and the teaching they experience.
- informing students about how their views are taken into consideration in enhancing the teaching and content of programs.
- the provision of effective support from both academic and administration staff when needed.
- providing the quality training facilities, equipment and resources necessary for the achievement of learning goals.
- giving access to clear and direct administrative guidelines and procedures.

- making available access to adequate procedures for dealing with grievances.
- the provision of all legal entitlements, in terms of confidentiality, processing and access to personal files.
- maintaining the rights of the student as a consumer.

5.2.3 PART C: ASG Misconduct Policy

ASG's Student Code of Conduct policy is used in conjunction with ASG's other policies and procedures. Copies of ASG's policy documents are available on request from administration.

ASG policies and practices are designed in such a way that the students develop positive social values, resulting in appropriate quality behavior. The Student Code of Conduct policy is informed by a commitment to strong principles and ethics which serves to reinforce and further ASG's brand and reputation.

ASG aims to promote a sense of responsibility amongst its students and recognizes that mistakes will occur. Inappropriate behavior is not tolerated but students must also be permitted to repair harm caused by any such actions and they should have an opportunity for personal growth and be provided with strategies with which to deal with such situations in the future.

On the occasion that a student fails to meet ASG's expectations this will inevitably result in consequences. Typically, consequences may range in severity depending on the nature of the behavior.

Ongoing and repeated behaviors that cause concern to ASG will have a cumulative effect on the level of consequence that will be given.

Where continued inappropriate behavior occurs, suspension or withdrawal/cancellation of enrolment may result.

ASG reserves the right to refuse entry to, ask to leave or reject any person that behaves in a manner that breaches policy.

ASG will exercise its lawful right without prejudice to call authorities and peruse action should it be deemed necessary.

6. Apprenticeships

Apprenticeships combine training with working in a real job, with a real employer, for a real wage. Apprentices work towards the completion of a nationally recognised qualification while learning valuable skills at work and under the guidance of a training organisation. Upon completion, you may find yourself in a suitable place to keep working, go on to future study or even start your own business.

Apprenticeships:

- combine work with structured training.
- can be full-time, part-time, or school-based - where some of the training is undertaken while the apprentice is in high school.
- could be undertaken by existing employees.
- require employers to enter into a training contract with the apprentice, which is a legally binding agreement to work and train together for a length of time.
- work with the employers and training organisation to draw up a training plan.

The parties in the apprenticeship system:

- the apprentice (the employee)
- the workplace supervisor and the employer
- the Australian Apprenticeship Support Network(AASN) representative
- the Registered Training Organisation
- DESBT

School-based apprenticeships and traineeships

School-based apprenticeships and traineeships (SATs) allow high school students - typically Years 11 and 12 - to work with an employer as paid employees, while studying for their senior certificate. At the same time, students undertake a training qualification with a supervising registered training organisation chosen by both the employer and the student.

A school-based apprentice's or trainee's employment and/or training arrangements must impact on their school timetable for the program to be considered school-based

6.1 Enrolment Process

Both the employer and apprentice have defined roles and obligations to fulfil under the training contract.

6.1.1 Responsibilities of the Apprentice

- Complete and sign a training contract with the employer - with the assistance of the Australian Apprenticeship Support Network (AASN) provider.
- Together with the employer, select a training organisation.
- Attend work, do the job and follow the employer's lawful instructions.
- Work towards achieving the qualification or statement of attainment stated in the training contract.
- Participate in negotiating the training plan for the apprenticeship.
- Obey all workplace health and safety (including dress and equipment) and code of conduct rules.
- Undertake the training and assessment required under the training plan.
- Pay student contribution fees to their training organisation (the employer may pay these on the apprentice's behalf).
- Keep the training record and produce it to the employer, training organisation and/or the Department of Employment, Small Business and Training when requested.
- Do not terminate the apprenticeship before completion unless the apprentice and their employer mutually agree to cancel the training contract and notify the AASN provider or the department accordingly by signed notice.

- If it appears all required training and assessment will not be completed before the nominal completion date, talk to the employer and training organisation about applying to extend the training contract.

It is critical that parties maintain open lines of communication and attempt to resolve any disputes among themselves in the first instance. If these attempts fail, disputes should be referred to DESBT for further assistance and early intervention.

For apprentices who are under the age of 18 and who are under the care of a parent/legal guardian refer ATIS-020 Parent or guardian responsibilities for parent/guardian obligations.

6.1.2 Obligations of the Employer

Prior to registration the employer **must**:

- Contact an Australian Apprenticeship Support Network (AASN) provider to arrange the signing of a training contract.
- Ensure the training contract is signed by the parties within 14 days of the start of the apprenticeship or traineeship.
- Select a training organisation in consultation with the apprentice or trainee.
- Take all reasonable steps to ensure that the training contract is given to the AASN provider within 28 days of the start of the apprenticeship.
- Negotiate and sign a training plan with the apprentice and the training organisation within three months of the start of the apprenticeship.

For the duration of the apprenticeship the employer must:

- Deliver training as negotiated in the training plan.
- Provide, or arrange to provide, the facilities and range of work as specified in the training plan, ensuring the apprentice is adequately supervised by a qualified person. Pay the wages and provide the entitlements specified in the relevant industrial relations instrument.

- Release the apprentice from work and pay the appropriate wages to attend any off the job training, including assessment as provided for in the training plan. This may not apply to school -based apprentices and trainees and the employer would need to check the relevant industrial instrument.
- Discharge all lawful obligations of an employer, including those relating to workplace health and safety.
- At reasonable intervals of not more than three months, update the training record.
- Negotiate a training plan within 28 days where the current training plan has ended due to change of training organisation or transfer of training contract.

The employer must notify DESBT in writing within 14 days of any of the following events:

- Agreement by the parties to cancel the training contract.
- Deciding that the apprentice is unlikely to meet the requirements of their training plan.
- If the apprenticeship will not be completed within the nominal term and an extension is required.
- Sale or disposal of the business by the employer.
- Dissolution or change of business partnership.
- Where the purchaser of a business agrees to continue to train an apprentice, the employer must give notice to the AASN provider or the department of the agreement. On receipt of this notification, the training contract is taken to be assigned to the purchaser of the business (the new employer). Note that if a purchaser/new owner or new partnership of a business does not wish to retain an apprentice trainee, they must notify the AASN provider or the department in writing before the change takes effect.
- Temporary transfer of a training contract (within seven days after the day the transfer takes effect).
- Suspension of a training contract – suspension effect date cannot be less than seven days from the date the advice was given to their AASN provider or the department. However, if the training contract ends during the probationary period, the employer must notify their AASN provider or the department within seven days of the apprenticeship ending.

- Where the parties agree to cancel the training contract, the employer must advise the training organisation in writing of the cancellation within seven days after agreement to cancel.

The employer must not:

- Knowingly enter into a training contract with a person who is already being trained as an apprentice under a registered training contract in the same apprenticeship or traineeship by another employer.
- Terminate the employment of the apprentice unless the apprenticeship is completed, or the training contract has been cancelled.
- The employer must not directly or indirectly:
 - Obstruct or discourage in any way, the apprentice from participating in the training required under the training plan to be delivered by the training organisation (EGT).
 - Place the apprentice at a disadvantage, because they participate or attempt to participate in the required training.

6.1.3 Australian Skills Group Obligations

Every apprentice must have a supervising registered training organisation (SRTO). Where an apprentice has more than one training contract - for example, if the person is undertaking two part-time apprenticeships - there must be a supervising registered training organisation for each contract.

Supervising registered training organisations deliver training to apprentices under an agreed training plan.

Prior to registration of the apprenticeship, ASG must agree to be the supervising registered training organisation for the apprenticeship. If the apprenticeship is school-based, ASG must include the school when negotiating the training plan.

Australian Skills Group Responsibilities are outlined below:

- provide induction information on rights and responsibilities

- clarify the employer's capacity to train the apprentice by conducting an employer resource assessment (site visit)
- work with the employer and the apprentice to provide the facilities, services, supervision and training required under the training plan
- negotiate the training plan
- develop a training record that allows for monitoring of the apprentice's progress (or eProfiling)
- ensure the training as agreed in the training plan is delivered
- ensure the actual completion date is agreed to by all parties to the training plan
- ensure the completion agreement is signed to acknowledge the completion of training, issue the qualification (within 21 days of signing the completion agreement) and advise DESBT and the employer, that the qualification has been issued (within 14 days after issuing the qualification)

6.1.4 Electrical Safety Office - License Outcomes

Apprentices who successfully complete UEE30820 Certificate III in Electrotechnology Electrician may apply to the Electrical Safety Office for licensing as an Electrical Fitter and Mechanic. An electrical mechanic license “authorises the holder to perform all electrical work” (Electrical Safety Regulation 2013, s35). An electrical fitter license “authorises the holder to perform all electrical equipment work” (Electrical Safety Regulation 2013, s37). For more information about licensed outcomes refer to:

<https://www.worksafe.qld.gov.au/licensing-and-registrations/electrical-licences>

6.1.5 eProfiling

Where does the eProfiling eLogbook fit into the apprenticeship structure?

There are three elements to an apprenticeship:

- Attend and successfully pass all of your college training (off job component)
- Successfully complete an Electrical Safety Final Capstone Assessment.
- Develop an electronic profile of relevant work experiences (on job component)

The eProfiling system has been designed to collect evidence of the On-Job Training element of your apprenticeship – Develop a profile of relevant work experiences. eProfiling records your work experiences every week and once verified by your supervisor, compiles them into reports for ASG and your employer indicating your progress on the job against national criteria.

ASG uses this information in conjunction with your college training results to make an informed judgment on your competence.

eProfiling is a critical element of the apprenticeship which apprentices are responsible for maintaining.

During your induction, you will be required to complete an eProfiling registration form which will be sent to eProfiling. On receipt of your registration form, eProfiling will send you and your supervisor an email welcoming you to the eProfiling system along with a password to enable you both to log on. If you have any problems with this component of your apprenticeship, please contact eProfiling helpdesk on (02) 6100 2147.

7. Complaints, Appeals and Grievances

Australian Skills Group is committed to developing and maintaining a transparent, effective, timely, fair and equitable complaints and appeals handling system where complaints and appeals are recorded, acknowledged and which is easily accessible to all complainants, where the focus is on positive outcomes with undue blame and investigation and minimal expense. It will ensure the principles of natural justice and procedural fairness are adopted at every stage of the complaint and appeal process; and that the policy is publicly available.

Application

This policy applies to all complainants including **current, prospective and existing students** undertaking study or training in courses offered by Australian Skills Group including:

- Fee For Service students
- Students funded through state government funded programs, including VET in Schools.
- Trainees under a government Training Contract. (Trainees in a Training Contract will also need to seek advice from the relevant government department in their state about their rights and responsibilities).
- Individuals enrolled in a VET Student Loans approved course who are, or would be, entitled to VET Student Loans assistance.
- Individuals enrolled in a VET Student Loans enabled course who are, not eligible for VET Student Loans assistance.
- International Students

This policy also applies to Industry representatives, employers, Australian Skills Group staff and contractors, and any other stakeholder, including third parties providing services on ASG's behalf.

7.1 Definitions

A grievance can be defined as an individual's expression of dissatisfaction with any aspect of the services and activities provided by Australian Skills Group, including both academic and non-academic matters such as, but not limited to:

Academic

- The quality of service/training provided by ASG or any third party providing such services on ASG's behalf.
- Student progress, assessment, curriculum, awards in any VET course or unit of study.
- Dissatisfaction with the assessment process or result.

Non-Academic

- The conduct of ASG and/or any of its staff and/or any third parties providing services on ASG's behalf
- Issues such as the handling of personal information and access to personal records.
- The enrolment, induction/orientation process.
- Grievances resulting from decisions made by Australian Skills Group.
- The way someone has been treated such as harassment, vilification, discrimination.
- Issues with financial matters including fines, penalties, fees.
- Exclusion from events and facilities.
- The conduct of another learner.

Informal grievance

A complaint is considered to be informal when it is made verbally. It is also considered to be informal when it is made in writing and addressed to the person against whom the complaint is being made unless a signed copy of that letter is also sent to the Chief Operating Officer.

An informal complaint will be referred to an appropriate person to assist an effective and rapid resolution. Resolution of a complaint is to be achieved as quickly as possible, at the local level and with a minimum number of people involved.

Formal grievance

A formal complaint is made by forwarding a signed written complaint to the Chief Operating Officer of Australian Skills Group.

All parties have a right to confidentiality and privacy, subject to necessary legal responsibilities and the complaint will be forwarded to the most appropriate person (as determined by the Chief Operating Officer) to assist the effective and rapid resolution of any complaint.

At all times, parties to the complaint may be accompanied by an advocate of their choosing. Each party will have an opportunity to formally present their case should they wish to do so.

Complainants can choose to utilise resources outside Australian Skills Group to resolve their complaint. Depending on the nature of the complaint this may include but is not limited to:

- The Department of Employment, Small Business and Training for issues related to training provided through state government funding.
- The Queensland Training Ombudsman.
- The Australian Skills Quality Authority.
- Other complaint handling agencies.

In handling a complaint, whether formal or informal, confidentiality will be maintained to protect all parties involved in a complaint under the principles of natural justice.

Before an Issue Becomes a Formal Grievance

Complainants are encouraged, wherever possible, to resolve concerns or difficulties informally with the trainer or staff member involved in the action(s) in order that the issue may be resolved quickly and effectively. There are also staff available to assist in the resolution of issues at this

level. Complainants may raise an informal grievance by contacting the Chief Operating Officer if required either in person or by phoning (07) 3889 8233.

Where the informal discussion has not found a suitable resolution, or the circumstances do not allow this, a formal complaint may be lodged.

Appeals

An appeal is an application made by a student to have a decision reviewed where that decision relates to a matter affecting their studies or life as a student.

Students have the right to appeal any decision or assessment decision made by Australian Skills Group or third party acting on its behalf.

Assessment Appeals

Although the Grievance Procedure is available for this purpose, students are encouraged to do the following should they not be satisfied with an assessment decision:

- Approach your trainer /assessor informally to discuss your concerns.
- If you are not satisfied or do not feel comfortable, a meeting can be arranged with the Chief Operating Officer.
- The Operations Manager will have the work re-assessed by an independent or impartial qualified trainer/assessor.
- You will be notified of the outcome in writing within 10 working days from the date of the appeal.
- Where the appeal is successful the results will be amended.
- Where the appeal is not upheld the Chief Operating Officer will advise the student in writing with the reasons for the decision..

You have the right to use the Formal Grievance process if preferred. A formal letter must be submitted within 10 working days of receiving the academic result.

In handling a complaint, whether formal or informal, confidentiality will be maintained to protect all parties involved in the complaint, under the principles of natural justice.

7.2 Procedure

This procedure can be used by **all complainants** to submit a grievance of an **academic or non-academic nature** and at all times **Australian Skills Group will take steps to ensure that:**

- All formal complaints received by Australian Skills Group will be acknowledged in writing and finalised as soon as practicable.
- The complainant and any respondent will not be victimised or discriminated against.
- The complainant has an opportunity to formally present their case.
- That each party to a grievance may be accompanied and assisted by a support person/third party at any relevant meeting.
- The complainant will be provided with a written statement of the outcome of the complaint and of any appeals, including reasons for the outcome.
- A full explanation in writing for decisions and actions taken as part of the process will be provided if so requested by the complainant or respondent.
- The complainant is given appropriate access to records, whilst maintaining confidentiality.
- Where the internal or external grievance handling or appeal process results in a decision that supports the complainant, Australian Skills Group will immediately implement any decision and/or corrective and preventative action required and advise the complainant of the outcome.
- Where ASG considers more than 60 calendar days may be required to process and finalise the complaint or appeal, the complainant or appellant will be informed by ASG in writing with reasons why more than 60 calendar days are required; and provide regular updates on the progress of the matter.
- There is no cost to the complainant to access this grievance procedure.,
- The complainant has the right to withdraw the complaint at any stage.

Stage 1 – Formal Grievance

Formal grievances must be submitted in writing or using the Complaint and Appeals Form; and should be marked to the attention of the Chief Operating Officer as follows:

Chief Operating Officer
Australian Skills Group
PO Box 4255
Brendale QLD 4500

These forms can be requested from Student Administration, or by emailing info@asg.edu.au

- Receipt of the grievance will be acknowledged in writing within 2 business days.
- The grievance handling process will commence within 5 business days of receipt of the formal grievance, including confirming the required outcome of the complainant with the complainant, if required.
- All reasonable measures will be taken to finalise the process as soon as practicable. Should the Chief Operating Officer consider that resolution will take longer than 60 calendar days from the date of receipt, the complainant will be informed of the reasons why, and kept up-to-date with progress.
- Such clarification may be sought by written or verbal request or by a face-to-face interview with the complainant. When such clarification occurs in a face-to-face interview the complainant or respondent may ask for a third party to accompany them.
- The Chief Operating Officer, or their nominee, will endeavour to address/resolve the grievance within 10 working days of receipt and will provide a written report of the outcome with reasons for the decision/s to the complainant . This will include the steps taken to address the grievance and advice on the complainants right to appeal any decision, within 20 working days.
- Where the complainant is satisfied with the outcome the resolution will be implemented and the complaint/appeal closed.
- Australian Skills Group will review the complaint and a Continuous Improvement Notice raised for action where required.

Stage 2 – Internal Appeal

- If a complainant is dissatisfied with the outcome decision of their formal grievance they may lodge an appeal with the Chief Executive Officer (who is senior to the original decision maker) within 14 working days of receiving notification of the outcome decision.
- The Chief Executive Officer will appoint an appropriate person or committee to consult with the complainant and other relevant parties within 5 working days of receipt of notification of appeal.
- Where possible such consultations should take the form of face-to-face interviews. The complainant or the respondent may ask another person to accompany them to these interviews, at that party's cost.
- Following the consultation, the Chief Executive Officer, or their nominee, will provide a written report to the complainant advising the further steps taken as part of the review and the appeals outcome, including the reasons for the decision, within 10 working days of hearing the appeal.
- The report will further advise the complainant of their right to the external appeals process, within 20 working days, including how to have the decision reviewed, if they are not satisfied with the outcome of the internal appeal.
- Where the complainant is satisfied with the outcome the internal appeal, any resolution will be implemented and the complaint/appeal closed.
- Australian Skills Group will review the complaint and a Continuous Improvement Notice raised for action where required.

Stage 3 – External Appeal

- There is no cost to students to access the external appeals process.
- If the complainant is dissatisfied with the outcome of their appeal, they may lodge an external appeal to an independent Arbitrator appointed to conduct such an appeal within 20 working days of receiving notice of the outcome of their appeal.

➤ Contact Details for Independent Arbitrator:

Mr Craig McKenzie

Ph: 07 3881 2908

- Complainants who wish to lodge an external appeal must complete and lodge the required external appeal form/documentation which is available by contacting the Independent Arbitrator.
- The Independent Arbitrator will advise Australian Skills Group of the external review application made by the complainant. Both the Complainant and Australian Skills Group will be requested to provide documents in support of the application within 14 days of receipt of notification of external appeal.
- Where required each party to the review may be accompanied or assisted by another person at the review, at that party's cost.
- The Independent Arbitrator will then consider the documents and make a written determination, with reasons for the decisions/recommendations, which will be sent to both parties.
- Turnaround time for an appeal is 4 – 6 weeks from lodgement.
- Australian Skills Group agrees to be bound by the Independent Arbitrator's recommendations and the GM Assurance and Regulation will ensure that such recommendations are implemented within 14 days of receipt of the report from the Independent Arbitrator.
- Where the complainant is satisfied with the outcome of the external appeal, the resolution will be implemented and the complaint/appeal closed.
- Australian Skills Group will review the complaint and a Continuous Improvement Notice raised for action where required.

Further Action

If a grievance still remains unresolved after the external appeal, the complainant may decide to refer the matter to external authorities that could further assist them. Such review may

consider the way in which the process was handled rather than the judgement that was made.

Depending on the nature of the complaint this may include, but is not limited to:

The Queensland Training Ombudsman

The Office of the Queensland Training Ombudsman offers a free, confidential and independent service to review and resolve enquiries and complaints from anyone in the VET system including students, RTOs, apprentices, trainees, employers and other stakeholders.

More information can be found at:

https://trainingombudsman.qld.gov.au/wp-content/uploads/2020/02/QTO-DL-Brochure_web-Feb-2020.pdf

or by calling 1800 773 048

Commonwealth Ombudsman – VET Student Loans

The VET Student Loans Ombudsman (VSLO) acts as the external dispute resolution body to conduct investigations and make recommendations relating to VET Student Loans assistance and compliance by VET providers with their legislative requirements.

More information about the VSLO and the matters that fall within their scope of work visit the Commonwealth Ombudsman website:

<https://www.ombudsman.gov.au/complaints/vet-student-loan-complaints>

Australian Skills Group will:

- Comply with the requirements of the Commonwealth Ombudsman and
- Fully cooperate with the Commonwealth Ombudsman

Australian Skills Quality Authority (ASQA) – Australian Group's registering and governing body.

If your complaint is related to a potential breach of the Standards for RTOs 2015, you have gone through ASG's internal complaints process and your complaint has not been resolved you may contact the Australian Skills Quality Authority (ASQA) and completing their online complaints form.

<https://www.asqa.gov.au/students/complaints>

At no time does this procedure replace or modify procedures or any other responsibilities which may arise under other policies or under statute or any other law. Nothing in this procedure limits the rights of individuals to take action under Australia's Consumer Protection Laws. Neither does this procedure circumscribe an individual's rights to pursue other legal remedies

Enrolment Status

Where a current student chooses to utilise this process, Australian Skills Group their enrolment status will be maintained whilst the grievance handling and appeals process is ongoing.

Record Keeping

A written record of all grievances handled under this procedure and their outcomes shall be maintained for a period of 7 years to allow all parties to the grievance appropriate access to these records. These records will be maintained in accordance with VET Regulatory requirements under the Australian Skills Group Records Management procedure..

Procedural Fairness / Natural Justice

Natural justice principles will be used to ensure procedural fairness.

All parties will be given the opportunity to present their case, be fully informed about allegations and decisions made and have the right to be represented by another person.

In addition, the decision maker must have no personal interest, beyond the scope of their role in this process and must be unbiased. If the decision maker cannot meet these requirements they must immediately withdraw from the process.

Whether a complaint is formal or informal, steps will be taken to ensure that neither party is victimised or disadvantaged as a result of a complaint being made. The Nominee appointed to manage a formal complaint will be responsible for ensuring that no victimisation occurs.

8. Privacy

8.1 Why we collect your personal information:

As a registered training organisation (RTO), Australian Skills Group collect your personal information so we can process and manage your enrolment in a vocational education and training (VET) course with us. If you do not provide us with the personal information requested, we may be unable to process your enrolment application.

8.2 How we use your personal information:

We use your personal information to enable us to deliver VET courses to you, and otherwise, as needed, to comply with our obligations as an RTO.

8.3 How we disclose your personal information

We are required by law (under the National Vocational Education and Training Regulator Act 2011 (Cth) (NVETR Act) to disclose the personal information we collect about you to the National VET Data Collection kept by the National Centre for Vocational Education Research Ltd (NCVER). The NCVER is responsible for collecting, managing, analysing and communicating research and statistics about the Australian VET sector.

Other third parties to whom we may be required to disclose your personal information include:

- the national VET Regulator – Australian Skills Quality Authority (ASQA).
- the Commonwealth government and authorised agencies.
- state training authorities where funded training is undertaken including the Department of Employment, Small Business and Training.
- Employers where you are enrolled in training paid by the employer.
- School – if you are a secondary student undertaking a VET program through ASG.
- School – if you are a secondary student undertaking VET, including a school-based apprenticeship, traineeship or VET in Schools program.

8.4 How the NCVER and other bodies handle your personal information

The NCVER will collect, hold, use and disclose your personal information in accordance with the law, including the Privacy Act 1988 (Cth) (Privacy Act) and the NVETR Act. Your personal information may be used and disclosed by NCVER for purposes that include populating authenticated VET transcripts; administration of VET; facilitation of statistics and research relating to education, including surveys and data linkage; and understanding the VET market.

The NCVER is authorised to disclose information to the Australian Government Department of Education, Skills and Employment (DEWR), Commonwealth authorities, State and Territory authorities (other than registered training organisations) that deal with matters relating to VET and VET regulators for the purposes of those bodies, including to enable:

- administration of VET, including program administration, regulation, monitoring and evaluation
- facilitation of statistics and research relating to education, including surveys and data linkage
- understanding how the VET market operates, for policy, workforce planning and consumer information.

The NCVER may also disclose personal information to persons engaged by NCVER to conduct research on NCVER's behalf.

The NCVER does not intend to disclose your personal information to any overseas recipients. For more information about how the NCVER will handle your personal information please refer to the NCVER's Privacy Policy at <https://www.ncver.edu.au/privacy>

If you would like to seek access to or correct your information, in the first instance, please contact us using the contact details listed below.

DEWR is authorised by law, including the Privacy Act and the NVETR Act, to collect, use and disclose your personal information to fulfil specified functions and activities. For more information about how the DEWR will handle your personal information, please refer to the DEWR VET Privacy Notice at <https://www.dewr.gov.au/national-vet-data/vet-privacy-notice>

8.5 Surveys

You may receive a student survey which may be run by a government department or an NCVET employee, agent, third-party contractor or another authorised agency. Please note you may opt out of the survey at the time of being contacted.

The Department of Employment, Small Business and Training (DESBT) may contact you where you have been funded under a Certificate 3 Guarantee program.

The National VET Regulator (the Australian Skills Quality Authority) may also contact you to seek feedback from time to time.

8.6 Contact Information

At any time, you may contact Australian Skills Group to:

- request access to your personal information.
- correct your personal information.
- make a complaint about how your personal information has been handled.
- ask a question about this Privacy Notice.

If you need to contact Australian Skills Group regarding the above, our contact details are below:

Address: Australian Skills Group,
15 Terrence Road,
Brendale QLD4500
Phone: 07 3889 8233
Email: info@asg.edu.au

Australian Skills Group's full Privacy Policy and Notice is available via this link:
www.asg.edu.au/privacy

These requirements are detailed in the Privacy Notice and Student Declaration provided pre-enrolment.

Australian Skills Group has an obligation under the ***Privacy Act 1988*** and ***Privacy Amendment (Enhancing Privacy Protection) Act 2012*** to comply with the Australian Privacy Principles when it handles personal information from you for the purposes of vocational education and training.

8.7 Disclosure

Australian Skills Group will not disclose a student's personal information to a person, body or agency (other than the individual concerned) unless:

- The individual concerned is reasonably likely to have been aware that information of that kind is usually passed on to that person, body or agency.
- That the individual concerned has given written consent to the disclosure.
- Australian Skills Group believes on reasonable grounds that the disclosure is necessary to prevent or lessen a serious or imminent threat to the life or health of the student or of another person.
- The disclosure is required or authorized by, or under, law; or
- The disclosure is reasonably necessary for the enforcement of the criminal law or law imposing a pecuniary penalty, or for the protection of public revenue.

Australian Skills Group may collect and hold personal information, such as, but not limited to, names of individuals, addresses, telephone numbers, email addresses, titles, professional affiliations and academic records.

These details are collected for the purposes of Australian Skills Group providing services to customers and clients, and the selling and marketing of our products and extended range of services.

Where possible, Australian Skills Group will collect the information directly from the individual. Australian Skills Group acknowledges that there is no obligation for an individual to provide it with personal information. However, if an individual chooses not to provide Australian Skills

Group with personal details, it may not be able to provide the individual with a full range of services or training opportunities (e.g. government funded programs).

8.8 Obligation

Australian Skills Group and its officers, employees and those who perform services by or on behalf of Australian Skills Group must ensure that:

- Personal information is collected only for the purposes directly related to the student's course and or government regulatory requirements.
- Suitable storage arrangements, including appropriate filing procedures are in place.
- Suitable security arrangements exist for all records containing personal information.
- Records are accurate, up-to-date, complete and not misleading.

8.9 Consent

Students must give informed consent to their information being provided to the Australian Government and other bodies. Australian Skills Group obtain this consent through the Enrolment Application form, Pre-induction Checklist and Privacy Notice and Student Declaration form.

Students are also required to complete an Authority to Provide Information to a Third-Party form to request the release of results, Awards or Statements of Attainment to a nominated person other than themselves.

8.10 Review and Access

An individual may request access to or obtain a copy of their personal records/information. Individuals are able to access their own records by requesting it on a Student Request Form available from Student Administration or by emailing info@asg.edu.au. There is no fee to access personal information; however, a fee may be charged to make copies

If an individual considers their personal information to be incorrect, incomplete, out of date or misleading, they can request that the information be amended. Where a record is found to be inaccurate a correction will be made. Where an individual requests that a record be amended because it is inaccurate, but the record is accurate, the details of the request for amendment will be noted on the record.

To ensure student contact information is current, ASG will request an update or confirmation of these details at the start of each semester.

8.11 Storage and Security of Personal Information

Australian Skills Group will ensure that a student's personal information is protected by such security safeguards as it is reasonable in the circumstances to take, against loss, against unauthorized access, use, modification or disclosure and against misuse.

Australian Skills Group will not use a student's personal information without taking reasonable steps to ensure that, having regard to the purpose for which the information is proposed to be used, the information is accurate, up-to-date and complete.

Australian Skills Group will not use a student's personal information except for the purpose to which the information is relevant and provided for on the enrolment application form or government funded application forms.

8.12 Privacy Complaints and Advice

Privacy complaints about breaches of personal information by Australian Skills Group will be addressed using the ASG Complaint and Appeals procedure.

9. Work Health and Safety

Australian Skills Group is committed to ensuring the health, safety and welfare of its staff, Contractors, students and volunteers while working for or participating in activities and courses.

All students have the responsibility to:

- protect their own health and safety and to avoid adversely affecting the health and safety of any other person.
- not wilfully or recklessly interfere or misuse anything provided by Australian Skills Group in the interest of health, safety or welfare.
- co-operate with health and safety directives given by staff.
- ensure that they are not, by the consumption of drugs and alcohol, in such a state as to endanger their own health and safety or the health and safety of another person.

If you have a personal health condition that may become acute while attending your course, please advise the Operations Manager before commencement of enrolment. All information will be treated in confidence and is only needed so that appropriate support or treatment can be provided should an emergency arise.

Should you be involved in any accident during training which results in personal injury and/or damage to equipment or facilities, please notify the trainer immediately.

9.1 Alcohol and other drugs

Australian Skills Group is committed to providing a worksite and learning environment which is free from any kind of substance abuse. To maintain this, students and staff are not to indulge in the consumption of alcohol and/or illegal drugs during business/college hours, including break times, on or off site. This included smoking and vaping.

9.2 COVID

Australian Skills Group's COVID Plan is available for view on the Student Noticeboard and is also explained at Induction.

It is a requirement that all students sign in each day by completing the **Sign-In Register**, located at Student Reception.

Students are required to wash their hands when transferring from the workshop to the classroom and vice versa and maintain safe hygiene practices.

Students must immediately advise ASG if they have tested positive for COVID and/or have been a close contact of someone that has tested positive. This will enable ASG to undertake deep-cleaning in accordance with the ASG COVID plan.

Students that have tested positive or who are a close contact of a person who has tested positive must undertake self-isolation and not attend classes. ASG will arrange for missed classes to be rescheduled at a later date.

10. Housekeeping

10.1 Personal details record keeping

It is the students responsibility to keep ASG informed of their contact details. If, at any stage while you are enrolled, your personal contact details change, you are obliged to inform ASG. A Contact Details Update Form is available from Student Services which should be completed as soon as practicable. This allows us to send any communication to you in an efficient manner.

10.2 Housekeeping Rules

You are expected to comply with the following conditions:

- **NO** smoking or vaping is permitted in the building, including the toilets, stairways and any entrance or exits of the building.
- mobile phones **MUST** be switched off in classrooms. When you need to be contacted, e.g. 'on call', 'sick children', please advise your trainer.
- no eating or drinking is allowed in the classrooms - water is the exception.
- you are required to assume responsibility for your property e.g. bag, books, mobile phones, personal clothing items etc. Items should be clearly marked for easy identification. Australian Skills Group accepts no responsibility for lost, damaged or stolen articles. This applies in all venues used for your program, both on and off site.
- PPE as prescribed must be worn at all times when in the practical training areas.
- It is essential you 'sign-in' and 'sign-out' each day.
- Please let your trainer know if you are leaving early.