

Terms & Conditions of Enrolment

1. Enrolment & Selection (5.3)

- a) The student is responsible for notifying My Skills Australia if they have a medical condition or disability or require assistance in their training.
- b) A deposit must accompany enrolment to secure a placement within a course; this fee is also the Administration Fee.
- c) It is the student's responsibility to note the date, time and location of the course as advertised.
- d) Courses with low enrolments may be cancelled, every effort will be made to contact students, please ensure your contact details are correct.
- e) Requests from the student to transfer or credit their course placement due to changed personal circumstances will be considered and every effort will be made to ensure a placement into an alternative course.
- f) If you are unable to complete your course, due to changed personal circumstances, the RTO will make every effort to ensure you are placed into an alternative pre-scheduled course.
- g) Students can only join after course commencement date if they meet all prerequisites. Full course fees are still payable for late enrolments.
- h) The RTO reserves the right to decline admission to a course, terminate a student's enrolment in a class or change a Trainer/Assessor at any time without notice.
- i) Students participate in courses involving physical activity; field trips, practical demonstrations etc. and do so at their own risk. My Skills Australia's students are covered by public liability insurance whilst working within the RTO's premises.

2. Course Fees, Payments and Refunds (5.3)

- a) Please refer to the course flyer for information on course fees, including any required deposit; administration fees; materials fees and any other charges (if applicable).
- b) In line with the RTO's Fee Protection Policy the RTO will not collect more than \$1,500 prior to course commencement.
- c) Certificates and Statements of Attainment are issued to students who are assessed as competent in the units completed. The cost of the certificates is included in the course fees.
- d) Refunds may be made in the following circumstances:
 - i. Participants have overpaid the administration charge
 - ii. Participants enrolled in training that has been terminated by the RTO
 - iii. Participant advises the RTO prior to course commencement that they are withdrawing from the course
 - iv. If the participant withdraws from a course or program, prior to course commencement, due to illness or extreme hardship as determined by the RTO
 - v. In the event that the RTO fails to provide the agreed services
- e) A deposit of no more than \$1,500 is required prior to course commencement; this deposit is to confirm a place in the course. Please refer to the Course Flyer for the deposit amount required.
- f) An administration fee of \$150 is required to be paid prior to course commencement which is included within the deposit fee of \$250. If the student withdraws from the course prior to course commencement, they will forfeit this administration fee but may be entitled to a refund of the remaining deposit. If the total course fee is less than \$150, then the total of the course fee is to be paid prior to course commencement to secure a place within the course.
- g) No refunds will be issued once the student has commenced the course
- h) Students are responsible for the safe storage of their Certificates and Statements of Attainment. If a student requires a reissue of their Certificate or Statement of Attainment, a certificate re-issue fee of \$80 will be charged.
- i) If a student is deemed not yet competent on completion of training, they will be offered an opportunity to be reassessed. If a student is deemed not yet competent a second time, they will be given another opportunity for reassessment.

- j) If a student is required to be reassessed, they will be provided with further guidance from their trainer prior to reassessment.
- k) In most cases there will be no reassessment fee. If a reassessment fee is applicable, this fee will be included on the course flyer.
- l) If a student is deemed competent in some but not all the units of competencies required, a Statement of Attainment will be issued, and the student will be given a six-month period to undertake reassessment if required.
- m) The RTO is responsible for the issuance of AQF certification documentation (5.2).

3. Cooling Off Period (5.3)

My Skills Australia protects the rights of the learner including but limited to the Statutory requirements for cooling-off periods.

Students are eligible to cancel their enrolment by placing a formal notice of cancellation in writing to the RTO Manager (email is acceptable) with 3 business days of enrolment. Please refer to the Refund policy for process on acquiring a refund.

4. Changes to Agreed Services (5.4)

Where there are any changes to the agreed services that will affect the learner, including in the event of My Skills Australia closing down, the RTO will advise the learner as soon as practicable. This includes changes to any new third-party arrangements or a change of ownership or any changes to existing third party arrangements.

5. Fee Protection (7.3)

My Skills Australia requires a minimum deposit, which will not exceed \$1,500 per individual student, prior to course commencement. If the full course fees are less than \$1,500, the full fees may be required to be paid prior to course commencement. Please refer to the course flyer for an outline of all course fees.

Following course commencement, full fees will be required to be paid by either a payment plan (if remaining fees are more than \$1500), or in full (if the remaining fees are below \$1500) for training and other services yet to be delivered.

6. Consumer Guarantee (5.3)

My Skills Australia guarantees that the services provided by the RTO will be:

- provided with due care and skill
- fit for any specified purpose (express or implied)
- provided within a reasonable time (when no timeframe is set for the training).

7. Complaints and Appeals (6.1)

If a student is experiencing any difficulties, they are encouraged to discuss their concerns with Senior Management. My Skills Australia administrative staff will make themselves available at a mutually convenient time if a student wishes to seek assistance.

If a Staff member or Student wishes to make a formal complaint, they are required to complete a Complaints and Appeals Form, which is included in the Student Handbook. Once the form has been completed, the form should be submitted to the RTO for actioning.

Please refer to the Student Handbook for more details on the complaints and appeals process.

8. Credit Transfer (3.5)

The RTO recognises the Australian Qualifications Framework and Vocational Education and Training (VET) qualifications and VET statements of attainment issued by any other Registered Training Organisation.

Credit Transfer will be awarded for all units of competencies that directly align with units from the qualification the student has enrolled. Evidence of competences achieved must be supplied for recognition to be processed (i.e., presentation of original certificate or transcript).

Please refer to the Student Handbook or contact the office for the procedure on how to apply for a Credit Transfer.

9. Language, Literacy and Numeracy (LLN) (1.7)

LLN support is available to provide students with advice and support services in the provision of language, literacy and numeracy assessment services. Students needing assistance with their learning is to be identified upon enrolment. Trainers and staff within the RTO can provide students with support to assist the student throughout the learning process.

Language, Literacy and Numeracy skills are generally included and identified in Training Packages and accredited course programs. In identifying language, literacy and numeracy requirements, students are required to have basic skills in:

- Count, check and record accurately
- Read and interpret
- Estimate, calculate and measure

All students undertaking a Certificate III qualification or below are required to undertake an LLN Assessment.

10. Support Services (1.7)

My Skills Australia caters to diverse client learning needs and aims to identify and respond to the learning needs of all clients. Clients are encouraged to express their views about their learning needs at all stages of their learning experience from the initial enrolment and induction stage to course completion, through their trainer or RTO staff.

My Skills Australia is committed to providing clients requiring additional support, advice or assistance while training. Please see the Student Handbook on the types of support provided by the RTO.

To achieve this and to ensure the quality delivery of training and education, the RTO provides client vocational counselling to improve and extend training outcomes. Students are advised to make an appointment with their trainer in the first instance, if required the student can then schedule an appointment with the RTO for further counselling and/or assistance.

11. Legislative and Regulatory Requirements (8.5)

All students will undergo an induction with the RTO, which will include the student's rights and responsibilities against the relevant Commonwealth, State or Territory legislation and regulatory requirements. Students are issued with a Student Handbook, which also includes the student's rights and responsibilities that will affect their participation in vocational education and training.

The student acknowledges that they must observe My Skills Australia's policies and procedures, according to State and Federal Government legislative and regulatory requirements, as set out in the Student Handbook.

12. Privacy Protection

My Skills Australia respects the importance of securing any form of personal information which is collected from the student(s) and/or other Stakeholders.

Information collected from students is only utilised for the purpose gathering information on the student as part of their enrolment, training, assessment and certification process. All data is kept securely within either a locked filing cabinet or filed electronically within a password protected database.

My Skills Australia has an obligation under Commonwealth and State legislation to provide information to certain government departments for the purpose of reporting data to the government. On occasion, the government regulatory body will require access to student records for the purpose of auditing the RTO against the Standards for RTO's. No student files will be removed from the RTO's site, unless a student is notified beforehand.

13. Privacy Notice

Under the Data Provision Requirements 2012 and National VET Data Policy (which includes the National VET Provider Collection Data Requirements Policy at Part B), Registered Training Organisations are required to collect and submit data compliant with AVETMISS for the National VET Provider Collection for all Nationally Recognised Training. This data is held by the National Centre for Vocational Education Research Ltd (NCVER), and may be used and disclosed for purposes that include:

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

NCVER is authorised by the National Vocational Education and Training Regulator Act 2011 (NVETR Act) to disclose to the following bodies, personal information collected in accordance with the Data Provision Requirements or any equivalent requirements in a non-referring State (Victoria or Western Australia), for the purposes of that body:

- a VET regulator (the Australian Skills, Quality Authority, the Victorian Registration and Qualifications Authority or the Training Accreditation Council Western Australia)
- the Australian Government Department of Education, Skills and Employment
- another Commonwealth authority
- a state or territory authority (other than a registered training organisation) that deals with or has responsibility for matters relating to VET.

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