



**AUSTRALIAN INSTITUTE OF COMPLIANCE PROFESSIONALS**  
**RTO 45499**

# **The Australian Institute of Compliance Professionals**

## **Learner Handbook**

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## Introduction

The Australian Institute of Compliance Professionals (“AICP”) is a Registered Training Organisation (RTO No. 45499) authorised by the National Vocational Education and Training Regulator Act 2011 to deliver nationally recognised training and assessment services in all states and territories throughout Australia. AICP is regulated by the Australian Skills Quality Authority (ASQA).

This Learner Handbook sets out the policies and procedures relating to AICP's training and assessment services and constitutes the terms and conditions of the contract between you, our student and/or client and AICP as your training provider.

## What is an RTO?

A Registered Training Organisation (RTO) is a training organisation approved to provide Vocational Education and Training (VET) to individuals where the completion of a training program results in the issuance of qualifications or statements of attainment that are recognised and accepted by industry and other educational institutions throughout Australia. All RTOs in Australia are listed on the national register at [www.training.gov.au](http://www.training.gov.au).

The VET sector is highly regulated, and all RTOs are required to comply with several legislative and regulatory obligations depending on the type of registration it holds. AICP delivers training and assessment services to the Australian domestic market and must, at a minimum, always comply with:

- the Standards for Registered Training Organisations (RTOs) 2015 (or its successor)
- the Australian Qualifications Framework
- the National Vocational Education and Training Regulator Act 2011 (NVR Act) (or its successor)

## About Us

AICP is committed to delivering quality training and/or assessment services to our clients and learners subject to the terms and conditions outlined in this Learner Handbook. Any changes to these terms and conditions will be communicated to our learners in a timely manner. If, for any reason, AICP closes or ceases to deliver any part of the accredited training program in which a learner is enrolled, AICP will assist the learner in locating another provider or refund the portion of fees for which training and assessment has not been provided.

The basis for determining “services not provided” is to be based on the learning and/or assessment opportunities for the unit(s) of competency not provided to the learner and/or resources not accessed by the learner at the time the service is terminated.

The acceptance of your enrolment application for any course offered by AICP is subject to your agreement to our company's terms and conditions.

This Learner Handbook is provided to you to ensure that you have the opportunity of making a fully informed decision prior to applying for admission to any AICP learning program. You should also read the course descriptions (available on each of our dedicated webpages) for the course in which you are interested to ensure that you fully understand what would be involved in your learning journey. We encourage you to contact us prior to submitting your enrolment should you have any questions or concerns about the learning journey that lies ahead.

## Our quality services commitment

AICP is a quality training provider and our obligations to you, our learner, include the delivery of quality training and assessment services whilst complying with the Standards for Registered Training Organisations (RTOs) 2015 (or its successor) and the NVR Act. This means that we must notify you of any changes to our

learning and support services, any change in ownership of the RTO, changes to third-party agreements we may enter into for the delivery of services to our learners, and generally changes that may directly affect your learning journey with us.

### Our objectives

In recognition of this mission, our objectives are:

- **People:** we strive to attract, recruit and retain talented, competent and committed trainers and assessors. We promote excellent performance through leadership and professional development.
- **Safety & equality:** we are committed to providing an environment which is safe, equitable and which promotes a confident and productive training and assessment environment.
- **Integrity & ethics:** we conduct ourselves in accordance with shared and agreed standards of behaviour and hold ethical conduct and integrity as our highest priorities.
- **Quality committed:** we aspire to deliver consistent, high-quality services and apply quality systems that support training and assessment excellence.
- **Learner focused:** we thrive on providing training and assessment that is learner focused and supports lifelong learning. We respect our learners and strive to assist them time after time through high quality training and assessment experiences.
- **Industry engagement:** we recognise the value of industry engagement as the driving force in shaping the delivery of our training and assessment services. We deliver training and assessment services which are founded on industry needs and expectations.

### Our trainers and assessors

Our trainers and assessors are qualified, dedicated professionals who have current industry experience and qualifications in a range of industries. Their industry experience is continually kept up to date by active participation within the VET sector and undertaking professional development activities, therefore giving our learners the best practical industry experience. AICP delivers nationally accredited qualifications in practical formats suitable for our learners via online learning options. We offer self-paced course programs to ensure you receive optimal benefit from your course progression whilst managing a work-life balance that suits your own circumstances. When you study with AICP, the AICP Student Support Team and your trainer assessor will be there to assist you throughout your course. AICP trainers and assessors are all professionally qualified and have substantial industry experience.

### Our expectation of our learners

AICP expects you to:

- always be polite and respectful towards our team members. Our team members are here to help you in your learning journey, but we will not tolerate verbal abuse or abusive emails from any learner and/or their representative. In turn, we will treat you with the same politeness and respect as we ask of you; and
- work progressively towards completing your course work and assessments on time and in a professional manner; and
- contribute to learning in a harmonious and positive manner irrespective of gender, race, sexual preference, political affiliation, marital status, disability, or religious belief; and
- comply with the practices, policies and procedures of our organisation and relevant partner RTO(s), if applicable; and
- be honest and respectful, which includes not falsifying work or information and not conducting yourself in any way that may cause injury or offence to others; and
- be responsible for your own learning and development by participating actively and positively and by ensuring that you maintain progress with the required learning activities; and
- monitor your own progress by ensuring that your learning and assessment activities are completed within your course participation time frame; and
- utilise facilities and AICP publications with respect, to honour our copyrighted materials and prevent

- our publications from being distributed to unauthorised persons; and
- respect other learners and AICP team members and their right to privacy and confidentiality.

## Your confidentiality and privacy

AICP takes the privacy of our learners very seriously and complies with all legislative requirements. These include the Privacy Act 1988 and Australian Privacy Principles.

Here's what you need to know:

- We will retain your personal information relevant to your enrolment with us. This includes your personal details, your ethnicity, your individual needs and your educational background. We will also retain records of your training activities and are required to do this in accordance with the National Vocational Education and Training Regulator Act 2011.
- Your personal information is retained within our computer systems. Your information is collected via our enrolment form, through your completion of administrative forms and documents, and based on your training outcomes. Electronic data retained on our computer systems is protected via virus protection software and firewall protection. Our data is backed up regularly to our secure server.
- We are required by the National Vocational Education and Training Regulator Act 2011 to securely retain sufficient data of your enrolment and course participation to be able to reissue your AQF certification for a period of 30 years.
- In some cases, we are required by law to make learner information available to Government agencies such as the National Centre for Vocational Education and Research or the Australian Skills Quality Authority. In all other cases AICP will seek your written permission for such disclosure. We will not disclose your information to any person or organisation unless we have written instructions from you to do so, or if it is a regulatory or legislative requirement. If you require your records to be accessed by people such as your family, friends, co-workers, or employer, etc., you need to authorise this access otherwise this access will be denied.
- You have the right to access the information that we are retaining that relates to you and any requests for access to your records should be addressed in an email to our Student Support Team at [support@aicp.edu.au](mailto:support@aicp.edu.au).
- Your data will be used to enable us to provide you with the training products you have requested, to inform you of other products you may be interested in, to assist with research and development of our product and services, and to maintain and develop our business systems and infrastructure. By downloading content such as information packs and entering your details on the website you agree to receive marketing and promotional materials such as emails and text messages relevant to your enquiry.
- It is a condition of enrolment with AICP that you give us permission to respond to third parties (including other RTOs) requesting confirmation of the authenticity of any AQF certification documentation that we have issued to you and/or to confirm your course enrolment, participation and/or progress.
- It is also a condition of enrolment with AICP that you give us permission to communicate with your employer for the purpose of providing updates on your learning progress where your employer is paying all, or any part of your course fees and/or other information relevant to your learning journey with AICP.
- We may use third party advertising tools (including Google marketing and similar advertising). This means that information related to your web browsing behaviour may be collected while visiting

our site, which later can be used by third-party vendors, including Google, for the purpose of showing AICP advertising on sites across the internet which have been approved in the display network. You have the option to opt out of Google's use of cookies by visiting the Google advertising opt-out page.

- Google AdWords Conversion Tracking: we may utilise Google AdWords Conversion tracking (or similar) to help us collect general usage statistics on how many site visitors have clicked on our Google ads and made an enquiry or enrol with us. This may be tracked using cookies which do not contain any personal identifiable information and expire within 30 days. For more information or to opt out of this service, please refer to Google Advertising Policies and Principles.
- Facebook advertising: we may utilise the Facebook lead ad platform where individuals are able to provide their personal details (such as email and phone number) if they are interested in one of our courses. By providing your details via this platform you are accepting our terms and conditions and provide AICP with consent to send you promotional materials relevant to your enquiry. You can unsubscribe from promotional emails at any time.

If you have concerns about how AICP manages your personal information, we encourage you to inform our staff and discuss your concerns. You are also encouraged to make a complaint directly to us using our internal complaint handling arrangements outlined in this handbook. Under the Privacy Act 1988 (Privacy Act) you also have the right to make a complaint to the Office of the Australian Information Commissioner (OAIC) about the handling of your personal information. You can find more information about making a privacy complaint at the website of the OAIC located at: <http://www.oaic.gov.au/privacy/privacy-complaints>.

### **Your personal and course details**

Just as AICP will keep you informed of changes that may directly affect your learning journey, you are obliged to advise AICP if any of your personal details change. This may include a change of workplace, contact details and/or any other matter which may impact on your ability to successfully complete your learning program.

We are not responsible for communications from us to you that do not reach you due to you not informing us of any change in your personal details and/or communication methods.

### **Language, literacy, numeracy and digital skills**

Language, literacy, numeracy and digital (LLND) skills are critical to almost all areas of work. This is particularly true in many vocations where language, literacy, numeracy and digital skills influence the performance of workplace tasks such as measuring, weighing and comprehending written work instructions. To support this approach, we will:

- assess your language, literacy, numeracy and digital skills during pre-enrolment to ensure you have adequate skills to complete the training; and/or
- if required, provide clear information to you about the details of the language, literacy, numeracy and digital assistance available. We generally recommend the LLND training courses provided by TAFE. These institutes have specialist teachers to support the learner's development; and/or
- refer you to external LLND support services that are beyond the support available within AICP and where this level of support is assessed as necessary.

## Your enrolment

Your enrolment period commences from the date that your enrolment is accepted and is the period of your course duration as published on our website at the time of your enrolment.

It is your responsibility to ensure that you progressively complete your course within the agreed course duration. Where it is evident that you will not be able to complete your course within the agreed course duration, AICP may either implement an Administrative Withdrawal, or levy an additional Course Extension fee for each unit that will be completed outside of the agreed course duration. You are advised to contact us for more information on the current Course Extension fees.

## Course Transfers

Requests for transfers to alternate course offerings can be arranged if we are advised in writing more than ten (10) working days before your learning program commencement date and there is availability in the selected program. One transfer will be accepted without charge where AICP has been notified in writing at least ten (10) working days before the scheduled course commencement date. All further transfers will attract an administration charge as detailed in our current Schedule of Fees, a copy of which may be obtained by contacting our Student Support Team via email at [support@aicp.edu.au](mailto:support@aicp.edu.au).

We go to great lengths to ensure that each learner is enrolled in a course that will meet their learning needs and to which their current job role and experience is suited; this is to ensure that each of our learners have an opportunity to optimise their learning journey with our RTO. Our determinations are, however, reliant on the pre-enrolment information that you provide us with and if it becomes apparent after enrolment that based on the information that you provided to us at the pre-enrolment stage, you are not suited to the course that you have enrolled in, we reserve the right to transfer you to a better suited course or consider an administrative withdrawal of your enrolment.

If a transfer is necessitated after course commencement, you will be liable for course fees for any and/or all unit(s) of competency where you accessed the resources via our learner management system (LMS). The course fees in this instance will be calculated at the individual course unit fee as published on our website at the time of the course transfer. You will also be liable for the full course fee of the course that you have been transferred to. AICP does not facilitate course transfers to an individual other than the original learner.

## Course progression

All our courses are offered as self-paced learning journeys. This is to ensure that you receive optimal benefit from your course progression whilst managing a work-life balance that suits your own circumstances.

It is your responsibility to ensure that you complete your learning and assessment activities within your course duration period. We do however accept that, despite best intentions, there may be times when you may need additional time to complete your course. Should this happen, you may apply to extend your enrolment at an additional fee however, approval of any enrolment extension is solely at AICP's discretion.

If you require a longer period to complete your learning program, please complete a Course Extension application form (located on your LMS Dashboard) to apply for a course extension.

You may also wish to contact our Student Support Team at [support@aicp.edu.au](mailto:support@aicp.edu.au) to request a copy of our Schedule of Fees prior to applying for a course extension.

## Assessment

At AICP assessment is conducted using a combination of assessment methods, which may include activities such as written knowledge assessment, research tasks, case studies etc. as needed to assess your competence. All assessment activities have been designed to be completed in your own workplace as this helps with your learning process and potentially, with successful information retention.

AICP's assessment marking turn-around time is generally fourteen (14) business days.

### **Reassessment**

If you are assessed as not competent in any assessment activity, we will provide you with detailed written feedback to assist you in identifying the gaps in your knowledge and skills. You are allowed one (1) resubmission opportunity for an assessment which has previously been deemed Not Satisfactory and fees will apply for a second resubmission. For a full list of our current fees and charges please contact our Student Support Team via email at [support@aicp.edu.au](mailto:support@aicp.edu.au) to request a copy of our Schedule of Fees. Third and subsequent re-submissions are not allowed, and you will be required to undertake further learning and possibly re-enroll in the relevant unit of competency, therefore paying a further course fee for that unit.

Complimentary coaching sessions of up to thirty (30) minutes are available upon request and are designed to assist you with understanding where your initial assessment submission needed improvement upon and if needed, to provide clarification of assessment tasks.

### **Plagiarism and the submission of unoriginal work**

Plagiarism is when you take someone else's work, words or ideas and pass those off as your own. It includes copying someone else's work (even from the learning material provided to you as part of your course!) and/or allowing someone to copy your work. Submission of unoriginal work includes submitting any part of an assessment activity that you did not complete yourself, and/or did not credit the origin of the work. This includes the use of Artificial Intelligence (AI) generated work.

AICP does not tolerate plagiarism and/or the submission of unoriginal work under any circumstance and uses plagiarism and AI detection software for all submitted assessments. There is no acceptable level of copying someone else's work. There is also no allowable percentage of words that may be copied from another source and presented as your own or included in your assessment submission unless clearly specified in an assessment task.

The consequences of plagiarism and/or the submission of AI generated assessment activities include repeating the entire unit at an additional cost or cancellation of your course enrolment, in which case AICP's Administrative Withdrawal policy will apply.

## **Recognition of existing skills and knowledge (RPL) and National recognition (Credit Transfer)**

Our learners are offered the opportunity to apply to have prior learning recognised toward the qualification or accredited course in which they are enrolled at the time of applying for course enrolment.

### **What is RPL?**

RPL involves the assessment of previously unrecognised skills and knowledge that you have achieved outside the formal education and training system. RPL assesses this unrecognised learning against the requirements of a unit of competency, in respect of both entry requirements and outcomes to be achieved. By removing the need for duplication of learning, RPL encourages you to continue upgrading your skills and knowledge towards formal qualifications and improved employment outcomes. This has benefits for both you and the industry. Most importantly, it should be noted that RPL is simply another form of assessment.

### **RPL guidelines**

The following guidelines are applicable to AICP's RPL process:

- All AICP learners are entitled to apply for RPL in any course or qualification that AICP offers.
- Whilst you may apply for recognition at any time, you are encouraged to apply before commencing



your training program as we are unable to accept your RPL application for a unit(s) of competency once you have been given access to the learning material for the unit(s) of competency.

- We levy a per-unit RPL assessment deposit payable by existing learners which is fully refundable if the learner successfully completes their RPL assessment. Conversely, where the learner is unsuccessful in their RPL assessment, this deposit is forfeited and applied to AICP's costs of that particular assessment process.
- All our assessment practices, including assessment by RPL, meet the Principles of Assessment and the Rules of Evidence.
- RPL is only available for full units of competency.

### **Credit Transfer**

Credit Transfer is the recognition of learning achieved through formal education and training. The Standards for NVR Registered Training Organisations requires that AICP accept verified and authenticated AQF certification documentation issued by any other RTO or AQF authorised issuing organisation, or authenticated VET transcripts issued by the Regulator. Credit Transfer allows a learner to be awarded a unit of competency/module based on successful completion of the unit which has been previously awarded.

### **Evidence requirements**

If you are seeking national recognition you are required to present your AQF certification documentation for verification to AICP. These documents will provide us with the details of the unit(s) of competency you have been previously issued. You must provide satisfactory evidence that the AQF certification documentation is authentic, is yours and that it has been issued by an Australian RTO or AQF authorised issuing organisation. Statements of Attainment or qualification documentation should be in the correct format as outlined in the Australian Qualifications Framework. AICP will then obtain independent verification of the authenticity of the AQF certification documentation that you have provided.

### **National recognition guidelines**

The following guidelines are to be followed in relation to national recognition:

- Any learner is entitled to apply for Credit Transfer for a course or qualification in which they are currently enrolled.
- Learners may not apply for national recognition for units of competency or qualification which are not included in AICP's scope of registration.
- Whilst learners may apply for national recognition at any time, they are encouraged to apply before commencing a training program. This will reduce unnecessary training and guide the learner down a more efficient path to competence.
- Learners do not incur any tuition or course fees for national recognition and AICP does not receive any funding when national recognition is granted. AICP may charge an administration fee to cover any costs incurred in the verification of AQF certification issued by another RTO, AQF authorised issuing organisation or authenticated VET transcripts issued by the Registrar.
- Credit Transfer may only be awarded for entire units of competency. Where a mapping guide identifies a partial credit, this will not be considered for Credit Transfer and applicants will be advised instead to seek recognition.

## Fees and Refunds

AICP is entitled to charge fees for items or services provided to learners undertaking a course of study. These charges are generally for items such as course materials or learning material, learner services and training and assessment services.

### Fees payable

Fees are payable when you have received confirmation of your enrolment. The initial fee instalment must be paid prior to commencing training or within seven (7) days of receiving an invoice from us. For a full list of our current fees and charges please contact our Student Support Team via email at [support@aicp.edu.au](mailto:support@aicp.edu.au) to request a copy of our Schedule of Fees. We may discontinue your training if your fees are not paid as required. Similarly, if your fees become delinquent and remain so despite request for payment, we may suspend or cancel your course access and/or continued participation and commence with an administrative withdrawal of your course participation.

### Payment methods

AICP accepts payment for fees using:

- Credit Card
- Direct Debit
- Electronic Funds Transfer (account details available on request)
- Online portals such as Stripe.

### Prepaid course fees

AICP does not collect more than \$1,500 in fees prepaid in advance from self-funded learners who are paying their full course fees in payment instalments. Prepaid fees mean fees collected before the relevant services are provided, and our relevant services include courses where online learning content is provided at the enrolment instance and/or has been accessed by you at any time after enrolment. Fees for employer-funded learners are paid upfront upon invoice.

### GST

The Goods and Services Tax (GST) is exempt from AICP's accredited courses, under Australian Taxation Office rulings (including Goods and Services Tax Rulings GSTR 2000/27 and GSTR 2003/1).

### Corporate clients

The booking terms for corporate clients are:

- Once dates are confirmed, a 25% deposit is required to place the corporate booking into our schedule, allocate and/or order the required resources and set up specific online courses. This amount is not refunded if the course or service is cancelled by the corporate client.
- The remaining 75% balance is required 14 days prior to commencement of the training.

## Refunds

AICP is committed to the fair and transparent application of fees and charges, including the processing of refunds. Prior to enrolment we will provide you with details of your course fees, and for self-funded learners, the relevant payment instalments.

Our refund policy is simple and as follows:

- Your application for a refund of course fees must be made in writing using AICP's refund request form. You will be entitled to a refund of eighty percent (80%) of your full course fees if your written request is received more than five (5) business days prior to your course commencement.

- You will be entitled to a refund of twenty percent (20%) of your full course fees if your written request is received less than five (5) business days prior to your course commencement.
- You will not be entitled to any refund of your full course fees once your course has commenced.
- If you wish to enroll in a learning program at a later stage, you will not be able to use any portion of your unrefunded course fees towards the new course enrolment, although we may offer you a returning-learner discount of up to 10%. Any previously completed units may be applied to the new course enrolment providing that the unit(s) are deemed equivalent at the time of the new enrolment.

### **Learner cancellation**

If you cancel your enrolment part way through a training program, you must notify AICP at your earliest opportunity by completing a Course Withdrawal form, which is available for download on your LMS Dashboard.

If you cancel your enrolment after your training program has commenced, you will not be entitled to a refund of any fees paid to date and you will be liable for the unpaid balance of your full course fees. Before making the decision to cancel your course participation, you may want to consider alternative options such as extending your course duration.

### **Refunds and Administrative Withdrawals**

An Administrative Withdrawal is when AICP initiates the cancellation of your course participation. We will always only initiate an Administrative Withdrawal in exceptional circumstances, which may include where you:

- have been proven to have breached AICP's Plagiarism Policy and have been advised as such; and/or
- have not responded to our attempts to contact you about your course participation; and/or
- are uncontactable by the AICP team.

In circumstances involving plagiarism or where a learner has provided inaccurate or misleading information, AICP will inform the learner in writing of the Academic Withdrawal.

AICP will not consider any requests for refunds where an Administrative Withdrawal has occurred due to proven plagiarism, or where a learner has provided inaccurate or misleading information at the time of enrolment or assessment submission, and learners will not be given any opportunities to finalise any outstanding or incomplete unit(s) of competency later. No part of the original course fee can be used later as a credit towards any of AICP's courses.

If your course participation is employer-funded and your course participation has been cancelled due to a plagiarism-related matter, your employer will be notified of your course cancellation.

### **Outstanding course fees liability**

If you withdraw from your course, or if AICP has finalised an Administrative Withdrawal of your course participation, you will remain liable for the full course fee. Where your course fees are payable on a payment plan and by direct debit from a credit card account, AICP will debit the nominated credit card with the full balance of your course fees at the time of your course withdrawal.

If you are in default of fees for more than twenty-one (21) days, your debt to AICP may be referred for debt collection and will incur late fees and collection fees, in addition to any collection fees charged by the debt recovery agency.

If your course fees are invoiced to your employer for payment, a final invoice for the full amount of the outstanding fees will be issued at the time of your course withdrawal.

### **Discounts**

Promotional discounts are available from time to time but do not apply to enrolments using payment plans.

### **Learner satisfaction surveys**

At various stages of your learning program and at the completion of your training program, you will be asked to complete a Learner Satisfaction Survey. The latter is a nationally consistent survey tool which is designed to collect feedback from learners about their experience with an RTO and in undertaking nationally recognised training. Your completion and return of this survey is important to us for our ongoing improvement of services and to enable us to report this information to our registering authority. Your assistance in gathering this survey data is greatly appreciated.

### **Certificate issuance**

We take every care possible to ensure that we only issue AQF certification to individuals who have successfully completed all requirements of their training program. To facilitate this, we have a stringent quality assurance process which occurs before we issue your AQF certification. In support of this, assessment outcomes recorded for individual units of competency are not considered to be final until our pre-issuance quality assurance process is complete. By commencing a course with AICP, you agree to cooperate with us if during the quality assurance process, we deem it necessary for you to provide further assessment evidence. We deem your course to be completed once our quality assurance process is complete.

AICP issues all AQF certifications in electronic format. Printed copies of your AQF certification can be provided at an additional cost.

### **Access and equity**

AICP is committed to ensuring that the training and assessment environment is free from discrimination and harassment. All AICP team members (including contractors) are aware that discrimination and harassment will not be tolerated under any circumstances. If discrimination and harassment is found to have occurred, disciplinary action will be taken against any AICP team member who breaches this policy. Suspected criminal behaviour will be reported to police authorities immediately.

Learners should expect fair and friendly behaviour from AICP team members, and we apply complaint handling procedures advocated by the Australian Human Rights and Equal Opportunity Commission (HREOC).

Learners who feel that they have been discriminated against or harassed should report this information to a team member of AICP that they feel they can trust. This will initiate a complaints procedure which will be fair and transparent and will protect your rights as a complainant. Alternatively, if a learner wishes to report an instance of discrimination or harassment to an agency external to AICP, they are advised to contact the HREOC Complaints Info-line on 1300 656 419.

### **Complaints and Appeals**

AICP is committed to a fair and transparent complaints and appeals process. If you have a complaint or wish to appeal a decision that has been made, you should raise the issue within ten (10) days of the event occurring with the AICP Student Support team. If a resolution is not achieved, the matter should be referred to AICP's Student Support Manager in writing, with the expectation that all parties will be treated fairly and provided with the opportunity to present their case. If you decide to appeal an assessment decision, you must first instance contact our Student Support Team to obtain a copy of our Complaints and Appeals policy.

AICP does not investigate complaints of historic events or events that occurred outside of the ten (10) day period.

AICP applies the following principles to its complaints and appeals process:

- A written record of all complaints and appeals is kept by AICP including all details of lodgment, response and resolution.
- A complainant or person lodging an appeal is provided with an opportunity to formally present their case at minimal or no cost.
- Each complainant or person lodging an appeal may be accompanied and/or assisted by a support person at any relevant meeting.
- Where an appeal necessitates the reassessment of an applicant's assessment submission, and the appeal fails, the applicant will incur a reassessment fee as per AICP's reassessment policy.
- The complaint or appeal investigative process will commence within ten (10) working days of the lodgment of the complaint/appeal and all reasonable measures will be taken to finalise the process as soon as practicable. AICP will always endeavour to resolve any complaints and/or appeals within 60 days of the matter being reported.
- The complainant or person lodging an appeal will be provided with a written statement of the outcome, including details of the reasons for the outcome.
- AICP will maintain the enrolment of the complainant or person lodging an appeal during the complaint or appeals process.
- Decisions or outcomes of the complaint or appeals process that find in the favour of the learner shall be implemented immediately.
- Complaints and appeals are to be handled in the strictest of confidence. No AICP representative and/or team member will disclose information to any person without the permission of AICP's Chief Executive Officer. Decisions to release information to third parties will only be made after the complainant or person lodging the appeal has given permission for this to occur.
- Complaints and appeals are to be considered based on procedural fairness and lead to opportunities for improvement as a Continuous Improvement Report.

### **Review by external agency**

Where the complainant or person lodging an appeal is not satisfied with the outcome of AICP's investigations, they may apply to a body that is independent of AICP to review their complaint or appeal following AICP's internal completion of complaint or appeals process. Learners who are not satisfied with the process applied by us may refer their grievance to the following external agencies:

- Unresolved complaints may be referred to ASQA. Learners are advised that ASQA will require the individual to have exhausted all avenues through AICP's internal complaints handling procedure before taking this option.
- Unresolved appeals in relation to consumer related issues may be referred to the Office of Fair Trading.

While AICP does not discourage learners from seeking reviews by external agencies, we will act against any

person who makes malicious and/or unfounded complaints to regulatory authorities.

### **Early resolution of complaints & appeals**

In all cases, issues that arise during training and assessment that are the source of frustration or are in dispute should be resolved at the time, as they occur between the people involved, where possible. Sometimes this will not be possible and in these cases, you are encouraged to contact our Student Support Team and inform us of your concerns with the confidence that you will be treated fairly.

### **Legislative and Regulatory Responsibilities**

AICP is required to operate in accordance with the regulatory and legislative frameworks that govern the VET sector. The following legislation is indicative of the Acts that AICP must comply with. They also represent obligations to you as a learner whilst training with AICP. During your course participation, you will need to be aware of the relevant legislation that may impact on your conduct and behaviour.

Copies of State and Federal legislation can be found on the Internet at [www.australia.gov.au/state- legislation](http://www.australia.gov.au/state- legislation) (State) and [www.comlaw.gov.au](http://www.comlaw.gov.au) (Federal).

The following legislation is also applicable, and we have provided links for accessing these relevant Acts:

Privacy Act 1988 (supported by the Australian Privacy Principles which came into effect on 12 March 2014): <https://www.legislation.gov.au/Details/C2014C00076>

Disability Discrimination Act 1992: <https://www.legislation.gov.au/Details/C2018C00125>

Sex Discrimination Act 1984: <https://www.legislation.gov.au/Details/C2014C00002>

Age Discrimination Act 2004: <https://www.legislation.gov.au/Details/C2020C00283>

Racial Discrimination Act 1975: <https://www.legislation.gov.au/Details/C2016C00089>

Copyright Act 1968: <https://www.legislation.gov.au/Details/C2019C00042>

National Vocational Education and Training Regulator Act 2011: [https://www.austlii.edu.au/cgi-bin/viewdb/au/legis/cth/consol\\_act/nveatra2011492/](https://www.austlii.edu.au/cgi-bin/viewdb/au/legis/cth/consol_act/nveatra2011492/)