

WorkSafe Connect

Student Handbook

1 June 2017



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Terms & Conditions

WORKSAFE CONNECT – TERMS & CONDITIONS

PAYMENT TERMS & CONDITIONS

- Payment is due on enrolment unless a pre-approved credit account holder.
- Enrolment is only confirmed once payment is received or a purchase order supplied (if an approved creditor).
- For approved creditors, payment terms are 30 days from course commencement date (unless otherwise agreed).
- A 1% surcharge applies to all credit card transactions over \$2,000. This surcharge is non-refundable.
- For individual clients (i.e. excluding business / employers) – where an individual course exceeds \$1,500, WorkSafe Connect will accept payment of no more than \$1,500 per student prior to course commencement. Following course commencement, payment will be due subject to a daily limit of \$1,500. Failure to make payments may result in suspension of services.

COURSE CANCELLATION & REFUNDS

- Cancellations need to be made in writing. Please email info@worksafecconnect.com; we recommend you follow up with a phone call to our office.
- **Refunds on open courses** (as advertised on our website) are calculated according to the notice received prior to the course commencement:
 - Full refund if student withdraws more than 2 business days prior to course commencement.
 - 85% refund if student withdraws in the 2 days prior to course commencement.
 - 50% refund if student withdraws on day of course commencement.
 - Nil refund if no notification of withdrawal is received before 4.30pm on first day of course commencement.
- For **refunds on client courses**: 25% of the total course fee is payable if cancellation occurs within 10 business days of course commencement, 50% is payable if cancellation occurs within 5 business days of course commencement and full course fees are due if cancellation is received on day of course commencement.
- Once a purchase order has been received, the client effectively authorises WorkSafe Connect to make the necessary travel and equipment bookings as applicable. Should a client cancel or amend the training / assessment, all fees incurred by WorkSafe Connect from external parties will be charged to the client.
- Refunds will be processed via the most convenient way for WorkSafe Connect. This will usually be via the original method of payment.
- The Refund Policy applies to enrolments booked using a purchase order.
- Once approved, refunds will be processed within 7 business days.
- A refund must be requested in writing no later than 30 days after course commencement.
- Refunds are not available to students that are deemed 'Not Yet Competent' or students that leave before course completion.
- A refund or transfer of funds can be arranged in the case of sickness or bereavement; WorkSafe Connect reserves the right to ask for proof.
- WorkSafe Connect reserves the right to cancel a course for various reasons (e.g. natural disaster, staff sickness / unavailability, lack of participant numbers etc.). WorkSafe Connect will endeavour to notify attendees of any cancellation as soon as possible.

TRANSFER & SUBSTITUTE ENROLMENT

- A request to transfer a student's enrolment to another date/s for the same course which WorkSafe Connect is delivering can be arranged if advised in writing 48 hours prior to commencement; however, the student must attend the course within 3 months from the original course date. Failure to attend the transferred booking date will result in the fees being forfeited. The student will need to re-enrol and make full payment.
- A request for a transfer of paid fees to another course being held by WorkSafe Connect can be organised if advised in writing 48 hours prior to course commencement. Before a transfer can occur, the student will be required to pay in full any difference in price if the fee is higher than the original course.
- Students that arrive more than 15 minutes after the course commencement time may not be allowed to enter. They will be rebooked according to the above.
- A substitute student may attend a course originally booked for another student without penalty if advised in writing 48 hours prior to course commencement and adequate substitute student enrolment details are supplied.
- The number of transfers or substitute enrolments is limited to two (2) based on the original transaction.

ASSESSMENT CONDITIONS

- Students must be deemed 'Competent' in any assessments (theory & practical) required to be undertaken for any course. In the case an attendee is deemed 'Not Yet Competent', they will not be awarded with a Statement of Attainment or Certificate and our assessors will discuss their options.
- Cheating, unauthorised collusion and plagiarism will not be tolerated.
- Language, Literacy & Numeracy Evaluation forms are available to attendees prior to enrolment to grade their ability in the above-mentioned areas.
- Students who return for assessment / re-assessment after 12 months, will be charged a \$350 fee.

UNIQUE STUDENT IDENTIFIER (USI)

- From 01/01/2015 all students undergoing nationally accredited training must have a USI. Students can apply at <http://usi.gov.au/Pages/default.aspx>
- Alternatively, WorkSafe Connect can apply on a student's behalf (a USI Authorisation Form must be completed and identification documents supplied).

INTELLECTUAL PROPERTY & NON-DISCLOSURE

- Unless authorised in writing, the distribution, disclosure or use of WorkSafe Connect material with an unauthorised third party is not permitted.

PRIVACY

- The personal information disclosed will be used for the purposes of identification and confirming participation. If applicable, financial information disclosed will be used only for the purposes of affecting the transaction to which it relates, and will be kept securely until legally able to be deleted.
- Unless otherwise agreed in writing, we reserve the right to cite specific reference and/or use a company's logo in marketing material where their staff have trained with us. We also reserve the right to take audio/visual of our training sessions for marketing purposes.

SECURITY & ACCESS

- WorkSafe Connect requires proof of identity and completion of our formal process to release any student information.
- Replacement of some licences will require the student to deal with a third party and follow their specific procedures.
- Requests for copies of statements and certificates will require payment of a fee of \$30 (incl. GST) where original certificates are to be reprinted and posted.
- Employers making requests for student information must provide adequate proof that the student is currently employed by them and has authorised their request for information.

Academic Ethical Behaviour

Students are expected to demonstrate honesty and ethical behaviour in their studies at all times.

Academic Dishonesty

Academic dishonesty may be defined as any attempt by a student, or any attempt by an individual to aid a student, to gain an unfair advantage in any assessment (including a practical assessment) by deceptive or fraudulent means.

Academic dishonesty is a serious offence and, particularly within WorkSafe Connect, the skills of officers whose results of studies were obtained dishonestly may adversely impact on the safety of the community.

Therefore, it is important that the duties and rights of all those involved with the assessment process are clearly defined and communicated prior to assessment.

Behaviour

It is a requirement that all students display a respectful manner to WorkSafe Connect's staff and other students. Disruption of a session adversely interferes with another student's ability to learn and such behaviour will not be tolerated. If the issues cannot be solved with the trainer assessor you may be removed from the session and your employer notified (if applicable).

Access, Equity and Diversity

WorkSafe Connect promotes, encourages and values equity and diversity with regard to clients. We will ensure services offered are provided in a fair and equitable manner to all clients, free from bias.

WorkSafe Connect is committed to providing flexible learning and assessment options, allowing clients alternatives that recognize the diversity of their individual needs and circumstances aiding them in their learning goals.

We will ensure:

- all training and assessment policies and procedures incorporate access and equity principles;
- all learners have equitable access to the benefits of training and assessment irrespective of their gender, age, race, religion, culture, linguistic background, marital status, geographic location, socio-economic background, disability, sexual preference, family responsibility or political conviction;
- all nominations and enrolments into training courses and programs will be conducted at all times in an ethical and responsible manner, ensuring fairness and compliance with Equal Opportunity legislation; and
- all learners/clients have equitable access to training resources, facilities, equipment, support services, information, training and assessment personnel, materials, assessment opportunities, training opportunities.

This policy is a mechanism to demonstrate WorkSafe Connect's commitment to State and National equity legislation and policy requirements including:

- National Vocational Education and Training Regulator Act
- Vocational Education and Training Act
- Age Discrimination Act
- Disability Discrimination Act
- Racial Discrimination Act
- Sex Discrimination Act
- Anti-Discrimination Act

Appeals

Clients have the right to lodge an appeal against an assessment decision if they feel they were unfairly treated during an assessment, and/or where they feel the assessment decision is incorrect and they have grounds for an appeal. This includes assessments made by third party training and assessment providers who provide services on behalf of WorkSafe Connect.

The principles of natural justice and procedural fairness are adopted at every stage of the appeal process.

The appellant can provide detail of their appeal either verbally and/or in writing. All appeals must be lodged within 7 calendar days of the date of the assessment result notification to the client.

If the appeals process fails to resolve the appeal or the appellant is not satisfied with the outcome of the appeal, the matter will be referred to an independent third party for review, at the request of the appellant. All costs incurred for the third party review will be advised to the appellant.

Every appeal is heard by a suitably qualified independent assessor or panel, who will be asked to make an independent assessment of the application.

All appeals are acknowledged in writing and finalised as soon as practicable.

WorkSafe Connect may charge a fee for the appeals process where an external assessor is engaged. Should this be the case, all costs incurred will be advised to the appellant.

If the appeal will take in excess of 60 calendar days to finalise, WorkSafe Connect will inform the appellant in writing providing the reasons why more than 60 calendar days are required. The appellant will also be provided with regular updates on the progress of the appeal.

WorkSafe Connect strives to deal with appeal issues as soon as they emerge, in order to avoid further disruption or the need for a formal complaint process. All appeals will be handled 'In-Confidence' and will not affect or bias the progress of the participant in any current or future training

Assessment Criteria

Assessment information will be issued to students and clients as part of the course specific information.

You will be issued with assessments for each of the units of competency within the course and these will have to be completed and competency achieved before a Qualification or Statement of Attainment can be issued.

Students must be deemed 'Competent' in any assessments (theory & practical) required to be undertaken for any course. In the case an attendee is deemed 'Not Yet Competent', they will not be awarded with a Statement of Attainment or Certificate and our assessors will discuss their options.

Cheating, unauthorised collusion and plagiarism will not be tolerated.

Language, Literacy & Numeracy Evaluation forms are available to attendees prior to enrolment to grade their ability in the above-mentioned areas.

Students who return for assessment / re-assessment after 12 months, will be charged a \$350 fee.

Cancellation and Refund

Cancellations need to be made in writing. Please email info@worksafeconnect.com; we recommend you follow up with a phone call to our office.

Refunds on open courses (as advertised on our website) are calculated according to the amount of cancellation notice received prior to the course commencement. Refunds are calculated as follows:

- Full refund if student withdraws more than 2 business days prior to course commencement.
- 85% refund if student withdraws in the 2 days prior to course commencement.
- 50% refund if student withdraws on day of course commencement.
- Nil refund if no notification of withdrawal is received before 4.30pm on first day of course commencement.

For refunds on client courses:

- 25% of the total course fee is payable if cancellation occurs within 10 business days of course commencement.
- 50% is payable if cancellation occurs within 5 business days of course commencement.
- Full course fees are due if cancellation is received on day of course commencement.

Please note:

- The refund will be processed via the most convenient way for WorkSafe Connect. This will usually be via the original method of payment
- Once approved, refunds will be processed within 7 business days.
- A refund must be requested in writing no later than 30 days after course commencement.
- Refunds are not available to students that are deemed 'Not Yet Competent' or students that leave before course completion.
- A refund or transfer of funds can be arranged in the case of sickness or bereavement; WorkSafe Connect reserves the right to ask for proof.

Enrolments via purchase order:

- This policy also applies to enrolments taken using a purchase orders.
- Once a purchase order has been received, the client effectively authorises WorkSafe Connect to make the necessary travel and equipment bookings as applicable. Should a client cancel or amend the training / assessment, all fees and charges incurred by WorkSafe Connect from external parties will be passed on to the client.

WorkSafe Connect reserves the right to cancel a course for various reasons (e.g. natural disaster, staff sickness / unavailability, lack of participant numbers etc.). WorkSafe Connect will endeavour to notify attendees of any cancellation as soon as possible.

Certification

On successful completion of a nationally recognised skill set or qualification WorkSafe Connect will issue the student an award as identified on the course information within 30 days. Where a qualification is issued a list of units completed shall be detailed on the reverse side.

On successful completion of a nationally recognised short course held at our facilities, on the basis that all relevant information has been provided and all formal requirements have been completed, the student shall be awarded with a Statement of Attainment on the day of completion.

On successful completion of a nationally recognised short course held outside our facilities, the student shall be awarded with a Statement of Attainment within 30 days of completion.

Certification Replacement

WorkSafe Connect requires proof of identity and completion of our formal process to release any student information.

Employers making requests for student information must provide adequate proof that the student is currently employed by them and has authorised their request for information.

Our replacement processes involve the student providing photo identification and completing a replacement form.

Replacement of some licences will require the student to deal with a third party and follow their specific procedures.

Requests for copies of statements and certificates will require payment of a fee of \$30 (incl. GST) where original certificates are to be reprinted and posted.

Complaints

Clients have a right to lodge a complaint when they are dissatisfied with the training and /or assessment services and experiences that they have been provided by WorkSafe Connect (including services offered by third parties on behalf of WorkSafe Connect).

WorkSafe Connect will ensure that clients have access to a fair and equitable process for expressing complaints, and will manage the complaint with fairness and equity.

In the first instance, the person is encouraged to speak immediately with the trainer/assessor or WorkSafe Connect representative to resolve the issue. If the complainant is not satisfied that the issue has been resolved they will be asked detail their complaint in writing to WorkSafe Connect Management. The lodgment of a formal complaint should occur within 7 calendar days of the incident. Further detail of the complaint can be provided by the client verbally.

Management will contact the client and discuss their concerns, and this conversation must be documented. Management is responsible for raising the concerns with the identified party involved and documenting the response. Upon collation of relevant data, Management shall formulate an approach to resolve the issue and advise the complaint of the outcome.

If the complainant is not satisfied with the outcome they may write to the Director, setting out in detail the issue of concern. This may lead to occasions where an industry-training representative may be invited to act as an objective party in order to negotiate a satisfactory resolution. All costs incurred for the third party review will be advised to the complainant.

Complaints, where possible, are to be resolved within 14 calendar days of the initial application. The client will be advised in writing of the outcome of their complaint, within 7 days of resolution. If the complaint will take in excess of 60 calendar days to finalise, WorkSafe Connect will inform the complainant in writing providing the reasons why more than 60 calendar days are required. The complainant will also be provided with regular updates on the progress of the complaint.

Complaints will be reviewed regularly as part of the Management review meetings.

Copyright

WorkSafe Connect Intellectual Property

All material developed for, and in the name of WorkSafe Connect remains the property of WorkSafe Connect. This includes but is not restricted to:

- Material developed for WorkSafe Connect by WorkSafe Connect personnel; and
- Material developed for the WorkSafe Connect other than by WorkSafe Connect personnel. Ownership of material developed by external personnel is to be clearly defined prior to employment.

The use of WorkSafe Connect's intellectual property other than by WorkSafe Connect requires the express approval of Management.

External Sources Intellectual Property

All material developed by and for external organisations/persons is to be considered to be under copyright protection. Unless otherwise stated, written permission is to be obtained prior to:

- Replicating the material in WorkSafe Connect documentation;
- Photocopying copyright material from external sources for use during WorkSafe Connect training programs.

Course Information

Course information will be provided at initial contact with WorkSafe Connect, this will include relevant fees, duration, location and any other information relevant to the study type.

WorkSafe Connect will provide course confirmation details upon successful enrolment into a particular course.

All potential course participants are encouraged to check the competencies and/or learning outcomes of courses to ensure they understand the performance requirements prior to enrolment

Payment Terms and Conditions

Payment is due on enrolment unless a pre-approved credit account holder.

Enrolment is only confirmed once payment is received or a purchase order supplied (if an approved creditor).

For approved creditors, our terms are 30 days from course commencement date (unless otherwise agreed).

A 1% surcharge applies to all credit card transactions over \$2,000. This surcharge is non-refundable.

For individual clients (i.e. excluding business / employers) – where an individual course exceeds \$1,500, WorkSafe Connect will accept payment of no more than \$1,500 per student prior to course commencement. Following course commencement, WorkSafe Connect will require payment of any unpaid course fees from the student (daily charges are limited \$1,500). Failure to make payments may result in suspension of services.

Privacy

The personal information disclosed will be used for the purposes of identification and confirming participation. If applicable, financial information disclosed will be used only for the purposes of affecting the transaction to which it relates, and will be kept securely until legally able to be deleted.

We reserve the right to use a company's logo for internal or external marketing purposes where their staff have trained with us. We also reserve the right to take audio/visual of our training sessions for internal or external marketing purposes. Please advise if you do not wish your logo or photo/video of you to be used for such purposes.

Recognition of Prior Learning

Recognition of Prior Learning (RPL) refers to the acknowledgement of skills and knowledge as a result of formal training, work and/or life experience.

RPL is available to any student enrolling with WorkSafe Connect. RPL procedures and application forms can be obtained from your trainer, assessor and the WorkSafe Connect office. To assist in your RPL application a RPL guide has been developed and can be obtained on request.

In the RPL process, the assessor must determine the currency, authenticity and validity of the supporting evidence. The applicant must supply sufficient evidence to satisfy competency across all the unit/s or qualification's criteria.

WorkSafe Connect will provide credit for units / qualifications where evidence includes:

- an AQF certification document issued by another Registered Training Organisation; or
- a verified VET transcript issued by the Registrar.

Once an RPL application has been lodged with WorkSafe Connect the evidence provided will be mapped against the unit/s and / or qualification. An assessor will conduct an industry conversation with the applicant and advise of any gaps that may require attention. WorkSafe Connect will work with the applicant throughout the application process.

The applicant will be informed, in writing, of the assessment outcome for the RPL application.

Record Management

This policy is to ensure systems are in place for recording personal details of students, enrolments, systems used for recording evidence of assessment, competencies achieved and results of assessment.

Record Maintenance

WorkSafe Connect is committed to keeping accurate and confidential records in relation to our clients and the activities conducted on their behalf.

All records are maintained through a combination of manual and computer based systems designed to ensure we are in a position to provide detailed and timely information to our clients.

Only authorised personnel at WorkSafe Connect can access client records.

Personal Details

During the enrolment process, personal details of students are recorded (i.e. name and address) on a student management system. All personal details are kept confidential.

No details provided to WorkSafe Connect are sold or otherwise released to a mailing list or other organisations without the express permission of the individual concerned, in writing.

Assessment Records

Assessment records are a permanent account of achievement of performance and all records relating to courses/programs conducted by WorkSafe Connect are maintained in accordance with Australian Skills Quality Authority (ASQA) requirements.

Assessment results are retained by WorkSafe Connect for 30 years. Individual assessment records are always retained until the period for appeal against assessment has lapsed, and under normal circumstances for a minimum of twelve months after the completion of the relevant course/program. Student results will only be released to the individual or their authorised client or alternatively for legal or educational requirements as is legally necessary.

Assessment Outcomes

Student outcomes and certifications are only issued to the student. The student must give WorkSafe Connect permission on the enrolment form to release a copy of their results to their employer.

Reporting

Personal and assessment outcome information is required to be reported to the National VET Regulator under the requirements of the Data Provision Requirements 2012 legislative instrument and comply with the Australian Vocational Education and Training Management Information Statistical Standards (AVETMISS). Worksafe Connect undertakes to ensure that personal information is held in a secure environment and is protected from misuse, loss, unauthorised access, modification or disclosure.

Transfer and Substitution

A request to transfer a student's enrolment to another date/s for the same course which WorkSafe Connect is delivering can be arranged if advised in writing 48 hours prior to commencement; however, the student must attend the course within 3 months from the original course date to which they enrolled. Failure to attend the transferred booking date will result in the fees being forfeited. The student will need to re-enrol and make full payment.

A request for a transfer of paid fees to another course being held by WorkSafe Connect can be organised if advised in writing 48 hours prior to course commencement. Before a transfer can occur, the student will be required to pay in full any difference in price if the fee is higher than the original course.

Students that arrive more than 15 minutes after the course commencement time may not be allowed to enter. They will be rebooked according to the terms stated above.

A substitute student may attend a course originally booked for another student without penalty if advised in writing 48 hours prior to course commencement and adequate substitute student enrolment details are supplied.

The number of transfers or substitute enrolments is limited to two (2) based on the original transaction.

Unique Student Identifier (USI)

From 1 January 2015, all students undergoing nationally recognised training delivered by a registered training organisation must have a Unique Student Identifier (USI).

A USI account will contain all your nationally recognised training records and results from 1 January 2015 onwards. Your results from 2015 will be available in your USI account in 2016.

Once you have your USI you will need to give to WorkSafe Connect for the purposes of issuing a qualification or statement for accredited training.

WorkSafe Connect cannot legally issue a qualification or statement for accredited training if a student has not supplied a USI number.

You can apply yourself at www.usi.gov.au or WorkSafe Connect can do this for you. If you would like us to do that on your behalf, you will need to complete a USI Authorisation Form and supply the necessary identification documents.

Workplace Health and Safety

The management of WorkSafe Connect is committed to providing a workplace that is safe and healthy.

WorkSafe Connect will work together with all relevant employees and key stakeholders in workplace health and safety matters.

WorkSafe Connect has established procedures for risk management which all employees, contractors, students and visitors will be required to adhere to. At all times, action will be taken immediately to correct any unsafe condition that arises.

We will ensure all levels of our organisation actively participate in risk management processes, including training and compliance with workplace health and safety legislation.

WorkSafe Connect will continually monitor and review our workplace health and safety control measures.