



# Learner Handbook



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## WELCOME

### about us

Kelly Colleges International Pty Ltd is a registered training organisation (RTO) with the National Code 32431. Information about our scope of registration can be found on the Australian Government's National Register: [www.training.gov.au](http://www.training.gov.au).

### Products and services

We specialise in providing workplace learning and assessment.

### Australian quality standards

A registered training organisation must comply with a range of legislation, including the Standards for Registered Training Organisations 2015, to be able to deliver nationally recognised training and assessment. We are audited against these standards and constantly monitor our products and services to ensure they are of high quality. We issue Australian Quality Framework certification to successful learners and these documents are recognised nationally.

### Contact details

We welcome the opportunity to speak with you.

#### By phone

(07) 3123 4363

#### By website form

[www.kci.edu.au](http://www.kci.edu.au)

#### By email

[training@kci.edu.au](mailto:training@kci.edu.au)

#### Consumer protection and complaints

[training@kci.edu.au](mailto:training@kci.edu.au)

Attitude is a little thing that makes a big difference  
Winston Churchill



## **GENERAL INFORMATION**

### **Access to records**

We maintain a record of your training participation and progress. If you do not have an up-to-date copy of your training record you can request one from the trainer or administration and it will be provided within 48 hours.

### **Change in personal details**

It is important for us to be able to contact you at any time. Please advise us in writing (email is sufficient) as soon as possible if you change your name, employment, address, phone number or email address. Failure to notify us of changes may cause delay in receiving correspondence or refunds. Official Diplomas/Certificates/Statements of Attainments are posted to the address on file.

### **Credit transfer**

We recognise qualifications and Statements of Attainment issued by other Registered Training Organisations. A certified copy of a Diploma, Certificate (with the Statement of Result) or Statement of Attainment, or a VET transcript, must be submitted to administration. We shall also assess a previously completed course or subject to see if it provides equivalent learning or competency outcomes to those required by the course. The Credit Transfer application form is available from administration.

### **Extension of enrolment**

We are not obliged to extend an enrolment period if you have not completed the program in the allocated time. However, we understand that there may be extenuating circumstances and we may agree to a deferral of up to three months. Please speak to your trainer if this is likely.

### **Consumer protection**

Australian Consumer Law (ACL), as set out in the Competition and Consumer Act 2010, implies certain promises into all consumer contracts, which are often referred to as 'statutory rights' or implied warranties and conditions. These are rights by law and cannot be refused, changed or limited by the seller.

The enrolment form is a contract between you and us as defined by Australian Consumer Law. Information provided to you prior to enrolment forms the basis of the enrolment agreement.

Nothing in our enrolment agreement, or the information provided to you before enrolment, or our complaints and refund policies overrides your rights as a consumer, in accordance with Australian Consumer Law and any applicable state legislation. If you wish to raise a query or complaint related to your rights as a consumer, we have a consumer protection officer who manages complaints. Contact details are on the front page.

## **Complaints**

A complaint is an expression of dissatisfaction with any of our services, any of our staff, a third party (or their staff) that provides services on our behalf, or a learner enrolled with us.

1. A complaint should first be made informally to the person involved to reach a resolution, if this is appropriate to the issue. If this is not your preferred option then go straight to step 2.
2. A written complaint should be lodged with RTO administration by hand, or email or via the 'contact us' form on our website, within 30 calendar days of the issue arising, where practicable, setting out:
  - the circumstances surrounding the issue
  - who was involved and why a complaint is being lodged
  - any evidence including dates, documentation and names of witnesses
3. Our senior management team will consider the complaint and you will be notified in writing of the outcome within 60 calendar days of lodgement of the complaint. If more than 60 calendar days are required to process and finalise the appeal, you will be informed in writing, including reasons why more time is required and regularly updated on the progress of the matter.
4. In the event that you are not satisfied with the outcome, and are not on a traineeship, the dispute will be referred to mediation at our expense with a mediator from the Institute of Arbitrators and Mediators Australia, which is a national not-for-profit organisation.

## **Our legislative obligations**

The National Vocational Education and Training Regulator Act 2011 defines the five components of the VET Quality Framework. We comply with this Framework, which sets out operational standards expected of a registered training organisation, including data collection and reporting requirements.

We do not condone, nor tolerate, any unlawful discrimination or harassment by anyone of any staff member or learner, based on their gender, pregnancy, marital status, race (including colour, ethnic background, descent, and national identity), homosexuality, disability, or age.

Any specific legislative requirements that are relevant to a particular course will be made known to the learner prior to, or during, the first session.

## **Photos**

Consent for photos is acknowledged in your Application for Enrolment. Photos may be used to identify you when you are on work placement, as evidence that you have participated in class activities and excursions or for publicity and marketing purposes. Where you have not given consent for your photo to be used as evidence of participation or for publicity and marketing purposes, we shall respect your wishes.

### **Privacy**

We comply with the Privacy Act 1988 and subsequent amendments. In particular, we abide by the National Privacy Principles when handling your personal information. We must collect personal information as part of the application and enrolment process, some of which is required by law. Your personal details and identification may be submitted to the government for audit, verification, research or statistical analysis purposes. This information also assists us to fulfill our commitment to you to provide training and assessment. We may use the information you provide to help improve the services we deliver to you, measure interest in our services, inform you of other products and services or to comply with requirements under the law. We shall not otherwise disclose your personal information to any other party without your consent and we do not sell personal information to third parties.

### **Work placement**

Some of the courses we may offer include work placement where learners spend time working in the industry area of the course to learn industry skills. If this is the case for a course that you are taking, then work placement is an important and mandatory component. Further information will be provided upon commencement of the course.

### **Police Certificate/Check**

Some of the courses we may offer require that you have police clearance to work in the relevant industry. If this applies to the course you wish to enrol in, then it will be stated with the course information. A police check is a process that reveals whether someone has been charged with and/or convicted of a criminal offence which has not been removed from their record under a 'spent conviction' scheme. A National Police Certificate is provided detailing any criminal offences, with the exception of any spent convictions. If you are wishing to enrol in one of these courses then you must undergo a national criminal history record check (commonly known as a police check), or have a National Police Certificate obtained in the last three years. This is a requirement of enrolment. The original document must be sighted and a photocopy will be retained by us. You must inform us in writing within seven days if you have a relevant change in circumstances.

### **Working with Children Check**

Some of the courses we may offer require that you have a Working with Children Check to work in the relevant industry. You are engaged in child-related work when you undertake work or placement in industries such as Children's Services and Education. It may also be required for work in a disability or mental health context. If you wish to enrol in one of these courses then you must have proof of a Working with Children Check. This process varies across states and information on how to proceed with a check will be provided by administration. If the check reveals reasons why you would not be able to work in a child-related industry, then you are ineligible for enrolment in a child-related course.

### **Issuing qualifications**

Once you have successfully completed the assessment component of nationally recognised training, the testamur (for a qualification) or statement of attainment (for one or more units) will be issued and sent to the address that we have on file within 30 days of completion or notification of withdrawal from training. It is your responsibility to ensure the address we have on file is current. If you wish to have the qualification issued in a different name to the one on the enrolment form we shall need to sight original documentation e.g. marriage certificate.

### **Revoking qualifications**

We may revoke qualifications that have been issued if there is sufficient evidence of academic misconduct.

### **Unique Student Identifier**

We can only issue you with a diploma, certificate or statement of attainment if we have your Unique Student Identifier. This USI is issued by the Australian government and stays with you for life, so that all your education and training records and results can be stored in an online account in a government controlled database.

### Privacy statement from USI Registrar

The following privacy notice is provided to you on behalf of the Student Identifiers Registrar. It explains how your records and results may be used. Personal information you provide about your application for a Unique Student Identifier (USI) is collected by the Registrar as authorised by the Student Identifiers Act 2014.

It is collected by the Registrar for the purposes of:

- applying for, verifying and giving a USI;
- resolving problems with a USI; and
- creating authenticated vocational education and training (VET) transcripts;

It may be disclosed to:

- Commonwealth and State/Territory government departments and agencies and statutory bodies performing functions relating to VET for:
- the purposes of administering and auditing VET, VET providers and VET programs;
- education related policy and research purposes; and
- to assist in determining eligibility for training subsidies;
- VET Regulators to enable them to perform their VET regulatory functions;
- VET Admission Bodies for the purposes of administering VET and VET programs;
- current and former Registered Training Organisations to enable them to deliver VET courses to the individual, meet their reporting obligations under the VET standards and government contracts and assist in determining eligibility for training subsidies;

- schools for the purposes of delivering VET courses to the individual and reporting on these courses;
- the National Centre for Vocational Education Research for the purpose of creating authenticated VET transcripts, resolving problems with USIs and for the collection, preparation and auditing of national VET statistics;
- researchers for education and training related research purposes;
- any other person or agency that may be authorised or required by law to access the information;
- any entity contractually engaged by the Student Identifiers Registrar to assist in the performance of his or her functions in the administration of the USI system.

It will not otherwise be disclosed without your consent unless authorised or required by or under law. The consequences for not providing the Registrar with some or all of your personal information are that the Registrar will not be able to issue you with a USI.

### USI Registrar's Privacy policies and complaints

You can find further information on how the Registrar collects, uses and discloses the personal information about you in the Registrar's Privacy Policy or by contacting the Registrar on [usi@education.gov.au](mailto:usi@education.gov.au) or telephone 1300 857 536, international enquiries +61 2 6240 8740. The Registrar's Privacy Policy contains information about how you may access and seek correction of the personal information held about you and how you may make a complaint about a breach of privacy by the Registrar in connection with the USI and how such complaints will be dealt with. You may also make a complaint to the Information Commissioner about an interference with privacy pursuant to the Privacy Act 1988, including in relation to the misuse or interference of or unauthorised collection, use, access, modification or disclosure of USIs.



## FINANCIAL INFORMATION

### 1. Corporate or employer based programs

Enrolment in corporate or employer-based programs may be on a fee-for-service basis. This is negotiated directly with the employer and payment is made by the employer on mutually agreed terms.

### 2. General courses

The total amount of all fees, including course fees, administration fees, materials fees and any other charges, is stated in the course information material that is available prior to enrolment.

General courses that attract a tuition fee of less than \$1,000: Full amount must be paid prior to the commencement of training and/or assessment. No GST is applicable.

General courses that attract a tuition fee of more than \$1,000: The amount to be paid prior to commencement of training and/or assessment will be no more than \$1,500, and at no time during study will the amount paid in advance be more than \$1,500. No GST is applicable.

There is no refund of tuition fees once a learner receives course learning materials as the course is deemed to have commenced. This includes materials that have been accessed or downloaded electronically.

### 3. Government subsidised courses

Some of our courses may be available to eligible students on a government subsidised basis. The financial obligations for each course are set out on the program brochure for that course. Policies related to deferral and cancellation also apply to government subsidised courses.

#### Deferral of a course by you

We understand that circumstances sometimes mean that you need to defer your study. Should you need to defer a course once you have begun, then we require a request in writing (email is acceptable). It is strongly recommended that you speak with your trainer prior to submitting the application. Deferral is subject to approval by our management and will not be granted for any period longer than a total of 6 months. No fees are payable during the deferral period. Financial obligations relevant to the specific course apply once you recommence study.

#### Cancellation of a course by you

Should you decide to discontinue a course, then we require notification in writing and the cancellation date is the postmark date on the correspondence or the date the email was sent. It is strongly recommended that you speak with your trainer prior to discontinuing a course as we may be able to find a way to assist you to complete it. Any payments due by you to that point in time

are still due. You will receive any refund that is due to that point in time. You will also receive a statement of attainment listing any units of competency that you have completed successfully to that date.

**Cancellation of a course by us**

If we cancel a course for any reason, learners enrolled at the time that we announce the cancellation will be entitled to a full refund for any training and assessment that has been paid for but not delivered at time of cancellation. This will incur no administrative charges or penalties and monies will be paid within 28 days.

If we are unable to provide all units that are part of the course, course fees already paid for unavailable unit/s will be refunded. A statement of attainment will be issued for any units that have been completed successfully to that time.

Alternately, we may arrange for another course, or unit/s, to be provided to you at no (extra) cost. Where you agree to this arrangement, we shall not be liable to refund the money. You are not obligated to accept this offer.

**Re-assessment**

Our assessment policy provides for one re-assessment at no extra charge. We are not obliged to offer a third assessment opportunity; however, if a third assessment is agreed there may be a charge of \$100 at our discretion.

**Replacement certificates**

If you need a replacement testamur (qualification) or statement of attainment after you have completed training, you must submit a written request to administration. There will be a charge of \$30 for this service.

## LEARNER RIGHTS AND RESPONSIBILITIES

### Learner Code of Conduct

You have the right to:

- Fair and respectful treatment by staff and other learners
- Freedom from discrimination and intimidation
- A supportive and stimulating learning environment
- Privacy of records that contain personal information
- Information about assessment procedures and results
- Complain or appeal without fear of retaliation or victimisation
- Express yourself, share ideas and ask questions

You have a responsibility to:

- Follow any reasonable direction from a member of staff
- Treat other learners and staff with fairness and respect
- Refrain from indecent or abusive language
- Avoid discrimination, harassment or intimidation of other learners or staff
- Behave responsibly by not damaging, stealing, modifying or misusing property
- Behave responsibly by not possessing or being under the influence of drugs or alcohol
- Complete all assessment tasks honestly, and not engage in plagiarism or cheating
- Follow workplace health and safety practices
- Comply with all lawful regulations, rules or procedures of the organisation

### Academic misconduct

Both plagiarism and collusion are regarded as academic misconduct.

Plagiarism refers to the use of someone else's work without acknowledging the original author. The work may be written, audio, visual, computer-based. Examples of plagiarism are copying from books, research papers, newspapers, internet, artwork/design without acknowledging or making a reference to the original source in your assessments. Also, copying someone else's assessment without their knowledge is plagiarism.

Collusion refers to unauthorised collaboration on assessment with another person. It is a form of cheating that occurs when people work together in a deceitful way to produce work for an assessment which is supposed to be an individual effort. An example would be where two people write an essay or report together and both submit the same essay or report as their own work. Another example would be where one person writes an assessment and gives it to someone else to submit as their work.

In the event that there has been either plagiarism or collusion the learner will be asked to explain the circumstances and may be given the opportunity to re-submit. Alternatively, the learner may be given a new assessment and/or the offence may be referred to management for disciplinary action. Serious academic misconduct may be grounds for termination of enrolment or revocation of any certification documentation that has been issued.

### **Internet use**

You may use an internet based environment as part of your training and assessment. This includes email, discussion boards, chat rooms, online learning systems and web conferencing. It is important that you do not:

- break confidentiality of passwords
- defame, harass or intimidate others
- infringe copyright laws
- download offensive or illegal material
- download unauthorised software

Unauthorised use of the internet as set out above may be grounds for disciplinary action and serious misconduct may be grounds for termination of enrolment.

### **Disciplinary procedure**

If there are grounds for disciplinary action then usually the issue or behaviour will be addressed in the first instance by the trainer/assessor and a note may be put on the learner's file. Where there is a need for disciplinary action by the organisation, the following procedure will be followed:

1. A member of staff will contact the learner to discuss the issue or behaviour and to determine how it might be rectified. The outcomes of this meeting will be noted on the learner's file.
2. If the issue or behaviour continues, the learner will be given a written warning that enrolment will be terminated. A copy of this written warning will be included on the learner's file.
3. If the issue or behaviour still continues, the learner will be notified in writing of the termination of the enrolment. There will be no refund of any fees paid to the date of termination.

You are able to access the complaints process at any time to settle any disputes that may arise as a result of disciplinary action.

### **Serious misconduct**

Serious misconduct includes but is not limited to:

- theft
- violence
- sexual harassment
- serious intimidation
- serious negligence including WHS non-compliance
- serious breach of confidentiality
- criminal use of the internet
- academic misconduct

In a situation where there has been serious misconduct we may terminate your enrolment immediately. There will be no refund of any fees paid to the date of termination.

We may also contact your employer to notify them of any non-compliance with the Learner Code of Conduct and/or any disciplinary action.

### **Your legislative obligations**

There are legislative requirements that apply to your participation in our courses.

#### ❖ Discrimination

A range of legislation makes it unlawful for you to discriminate against a colleague, trainer, assessor or other person, or harass them, on the grounds of their gender, pregnancy, marital status, race (including colour, ethnic background, descent, national identity and ethno - religion), homosexuality, disability, transgender or age. Harassment includes any form of behaviour that a person does not want or they find offensive, humiliating or intimidating, which targets them because of one or more of the factors mentioned here.

#### ❖ Copyright

The Copyright Act 1968 protects the original expression of ideas and gives the owner of the copyright exclusive rights to deal with the work in question. You cannot copy or use content in a wide range of material including art, literature, films, music, and computer programs, without the author's permission.

#### ❖ Workplace health and safety

You must comply with the health and safety requirements of the state where we are delivering training and assessment, as set out in the Commonwealth Work Health and Safety Act 2011 and any associated state legislation.

## **LEARNER SUPPORT**

### **Learner assistance**

If you find a course is conflicting with your work and life responsibilities in a way that is very stressful, speak with your trainer/assessor. There are a number of options available for lessening workload. However, if you would prefer to speak directly with management, this can be done by contacting administration and requesting an appointment. There may be a recommendation to an external counselling service where the matter is beyond the scope of our organisation.

### **Language, literacy and numeracy**

We aim to provide a positive and rewarding learning experience for all learners. Our enrolment process asks you to provide information regarding language, literacy and numeracy (LLN) requirements or any other special learning needs. We have procedures that support and recognise the learning needs of individuals. We may also refer a learner to a TAFE college for language, literacy and/or numeracy support.

### **Reasonable adjustment**

We are committed to providing training and assessment services that reflect fair, flexible and reasonable opportunity for all learners. Trainers and assessors apply the principle of reasonable adjustment where it is relevant and appropriate. Reasonable adjustment refers to measures or actions taken in order to provide a learner the same education and training opportunity as anyone else. For adjustments to be reasonable they need to be appropriate for the particular learner in a particular situation. Reasonable adjustment activities could include:

- Modifying or providing equipment
- Changing assessment procedures
- Including other training delivery modes
- Modifying premises

### **Disability support**

In accordance with the Disability Standards for Education (2005) we shall discuss options with you and make mutually agreed reasonable adjustments. In the event that we are unable to accommodate your specific special needs, we shall assist you to locate another provider with the necessary resources.

## TRAINING AND ASSESSMENT

### Training delivery

We work to create an excellent learning experience and will provide flexible arrangements for training and assessment wherever possible. The training delivery mode may include face-to-face workshops, independent learning activities, online activities, and projects.

### Competency based training

Competency-based training develops skills, knowledge and attitudes required to achieve competency standards. The aim of competency based training is to ensure that vocational education and training programs better meet the needs of Australian industry.

### Competency based assessment

Competency-based assessment consists of the gathering and judging of evidence in order to decide whether you have achieved the required standard of competence in a specific unit. You will be judged to be 'Competent' (C) or 'Not Yet Competent' (NYC).

### Assessment methods

Evidence may be collected using one or more of these methods: knowledge test, interview/ oral questions, structured activities, demonstration, presentation, work observation, work report or project, third party evidence. In addition, you may be asked to provide previously completed documents from your workplace.

### Assessment results

You must be assessed as 'Satisfactory' in all assessment tasks to achieve a final result of Competent (C) for the unit. You have two (2) opportunities to achieve a final result of C for any unit.

#### Not Yet Competent (NYC)

If you do not achieve 'Satisfactory' in one or more of the assessment tasks, the result will be NYC. You will be told exactly why the result was NYC and what the requirements are to improve performance.

### Re-assessment option

If you are assessed as 'Not satisfactory' in an assessment task on your first attempt you will be provided with the documented reason and a date will be arranged for re-assessment. Re-assessment is conducted as soon as practicable after you have been informed of the result and have had further skilling opportunity. You will only be reassessed in the task/s marked 'Not satisfactory' and re-assessment will occur under the same conditions as the original assessment. We are not obliged to offer a third assessment opportunity.

### **Assessment appeal**

An assessment appeal is a request to review an assessment result made by us or anyone providing training on our behalf. Parties to an appeal may be accompanied by an advocate of their choosing at any time.

1. An appeal should first be made informally to the assessor involved, if this is appropriate to the situation. If this is not your preferred option then go straight to step 2.
2. A written formal appeal should be lodged with RTO administration by hand, or email or the 'contact us' form on our website, within 30 calendar days of receipt of the assessment result, setting out:
  - why a formal request to review the assessment result is being lodged
  - any evidence to support your request to review the assessment result
3. Management will convene a panel of three people to review the assessment result within 14 calendar days of receiving the appeal. The panel will consist of one person from the industry that is relevant to the review, a VET practitioner who is external to the organisation and a member of management who will chair the panel. Each party will have the opportunity to formally present their case should they wish to do so.
4. You will be notified in writing of the outcome within 60 calendar days of lodgement of the appeal. If more than 60 calendar days are required to process and finalise the appeal, you will be informed in writing, including reasons why more time is required and regularly updated on the progress of the matter.
5. If the appeal is successful, the assessment result will be amended.
6. If the appeal is unsuccessful, and you are not satisfied with the outcome, you may follow our complaints procedure.

### **Recognition of prior learning**

RPL is an assessment process that evaluates your prior learning, experience, work and general life experience to determine if you currently meet the outcomes of a qualification /unit of competence. If you believe you already have the skills and knowledge required to demonstrate competency you can request the RPL Guide for the qualification from administration. This contains an overview of the RPL process and an application form. The fee for an RPL assessment is identical to the fee for the same unit quoted on the course brochure.