



AUSTRALIAN INSTITUTE OF COMPLIANCE PROFESSIONALS

RTO 45499

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.

The VET sector is highly regulated, and all RTOs are required to comply with a number of 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, at all times comply with:

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

About Us

AICP is committed to delivering the training and/or assessment services purchased and to complete these services, subject to the terms and conditions outlined in the Learner Handbook. Any changes to these terms and conditions will be communicated to you in a timely manner. If for any reason we are unable to fulfil our service agreement to you through no fault of your own, we will issue a full refund for any services not 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 to 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 at all times complying with the Standards for Registered Training Organisations (RTOs) 2015 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. 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 which holds ethical conduct and integrity as our highest priorities.
- Quality committed. We aspire to deliver consistent, high quality services and apply quality systems which support training and assessment excellence.
- Learner focused. We thrive on providing training and assessment that is learner focused and which supports lifelong learning. We respect our learners and strive to attract 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 our training and assessment strategies. We deliver training and assessment services which are founded on industry needs and expectations.

Our Trainers

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 participating in professional development activities, therefore giving our learners the best practical industry experience. AICP delivers nationally accredited qualifications in practical formats suitable to our learners. This may be via distance or online learning options. We offer structured course programs to ensure you receive optimal benefit from your course progression. When you study with AICP, the AICP Student Support team and your Trainer Assessor will be there to assist you throughout your course via telephone and/or electronic contact. AICP trainers and assessors are all professionally qualified and have substantial industry experience. Our trainers deliver their training in a way that learners will enjoy.

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 in turn, we will treat you with the same politeness and respect as we ask from you.
- 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 rules and regulations 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 learning modules; and
- monitor your own progress by ensuring that assessment deadlines are observed; and
- utilise facilities and AICP publications with respect and to honour our copyrights and prevent our publication 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 personal information about you relating to your enrolment with us. This includes your personal details, your ethnicity, your individual needs and your education 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 a qualification or statement of attainment 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. If you require your records to be accessed by persons such as your family, friends, co-workers or employer, 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@complianceinstitute.edu.au**.
- Your data will be used to enable us to provide you with the products you have requested, to inform you of other products you may be interested in, to assist with research and development of our product lines, 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 certification (testamurs or statements of authority) 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: AICP may utilise Google AdWords Conversion tracking to help us collect general usage statistics on how many site visitors have clicked on our Google ads and made an enquiry or purchase 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: AICP 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 also 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 we are managing 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.

Language, literacy and numeracy skills

Language, literacy, and numeracy skills are critical to almost all areas of work. This is particularly true in many vocations where language, literacy and numeracy 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 and numeracy skills during pre-enrolment to ensure you have adequate skills to complete the training;
- if required, provide clear information to you about the details of the language, literacy and numeracy assistance available. We generally recommend the LLN training courses provided by TAFE. These institutes have specialist teachers to support the learner's development;
- refer you to external language, literacy and numeracy 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 considered to be the period of your learning program as advertised 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. We do not accommodate requests for fast-tracking a learning program except where Credit Transfers and/or RPL will reduce the 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 AICP for more information on the current Course Extension fees.

Course Transfers

Requests for transfers to alternate course offerings can be arranged if AICP is advised in writing more than 10 working days prior to the 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 10 working days prior to the scheduled commencement date. All subsequent 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@complianceinstitute.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 advertised on our website at the time of the course transfer. You will also be liable for the full course fee of the course to which you have been transferred.

Course progression

All our courses are offered only as structured learning programs and self-paced learning options are not available. This is to ensure that you receive optimal benefit from your learning program and provides us the opportunity to provide you with the best support that we can.

It is your responsibility to ensure that you remain up to date with your learning activities and assessment submission deadlines. We do however accept that, despite best intentions, there may be times when you are running late in submitting your assessment or you may need to defer your course schedule. Should this happen, we are able to help you as follows:

Assessment submission extensions

If you need an extension on your assessment submission date you must email your request to support@complianceinstitute.edu.au. There is no need to provide us with a reason for you needing an extension but you do need to email your request at least 4 business prior to the unit submission date. We are able to provide you with up to 5 additional calendar days in which to complete and submit your assessment. If you fail to apply for an assessment submission extension and do not submit your assessment by the due date, late submission fees may apply. For a full list of our current fees and charges please contact Student Support via email at support@complianceinstitute.edu.au to request a copy of our schedule of fees and charges.

Course deferrals

If you need to take a break from your learning program you may apply for a course deferral, providing that you are not enrolled in a short course; unfortunately course deferrals are not available to short course participants.

You will be afforded one no-cost deferment opportunity of up to one month and one additional- cost deferment opportunity of up to two months during your enrolment period.

You are not able to apply for a course deferral if your course progress is delinquent or if you have fallen behind in any assessment submission by more than 2 weeks. Please contact support@complianceinstitute.edu.au to request a copy of our schedule of fees and charges and a copy of our course deferral policy prior to applying for a deferral.

In the event that your course progress is delinquent we will provide you with a new course completion schedule, also referred to as an Individual Learning Plan (ILP). We will generally develop one (1) ILP for you at no additional cost but any second and/or subsequent ILPs will attract additional fees. In most cases, if we have developed an ILP for you, you will not be eligible for a course deferral.

Course extensions

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, a new full course enrolment equal to the full enrolment period relevant to your course will apply, with full course fees due and payable upon invoice. Course fees paid at the time of your initial course enrolment will not apply to 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 your new enrolment.

You may also choose to complete any single unit(s) at the Single Unit study fee(s) applicable at the time.

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 generally uses the following methods of assessments:

Method of Assessment	Description
Meetings, presentations, oral communication etc.	<p>AICP has developed an innovative "Mothership Assessment Cluster" (also known as a MAC) which aims to address as many of the meetings, presentations, oral communication, and other interactional requirements of your entire course of study as possible. As a result of our innovative MAC assessments, with rare exception the Candidate Assessment Kits (CAKs) for the units of competency in your course ordinarily do not include further practical assessment activities.</p> <p>With the exception of some short courses, the MAC will at all times be your first course activity and where the CAK for any unit(s) of competency does require you to conduct meetings, presentations, oral communication and other interactional assessment, these activities must be completed in your workplace and as instructed.</p> <p>Due to the nature and the purpose of the MAC assessments, RPL and/or recognition is not available for this assessment activity.</p>

Short answer questions	<p>Assessment 1 of all CAKs (excluding the MACs) always consist of short answer questions that have been developed to assess the Knowledge Evidence requirements of the unit of competency.</p> <p>The answers to these questions are contained in the unit learning material provided to you and you will be expected to complete these activities in your own time.</p>
Written work and the production of work products	Where written work is required you will be expected to complete these activities in your own time.

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 resubmission opportunity for an assessment which has previously been deemed Not Competent and fees will apply for a second resubmission. For a full list of our current fees and charges please contact Student Support via email at support@complianceinstitute.edu.au to request a copy of our schedule of fees and charges. Third and subsequent re-submissions are not allowed, and you will be required to undertake further learning and possibly re-enrol in the relevant unit of competency, therefore paying a further course fee for that unit.

Coaching sessions of up to 45 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. The coaching sessions are complementary to our learners upon request.

Plagiarism

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.

AICP does not tolerate plagiarism under any circumstance and uses plagiarism checking 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 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 your 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 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 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:

- Any learner is 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 Statement(s) of Attainment or qualification testamur and record of results for examination 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 Statement(s) of Attainment or qualification 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.

National recognition guidelines

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

- Any learner is entitled to apply for Credit Transfer in 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.
- The learner does 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 whole 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 7 days of receiving an invoice from us. For a full list of our current fees and charges please contact Student Support via email at support@complianceinstitute.edu.au to request a copy of our schedule of fees and charges. 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 method

AICP accepts payment for fees using:

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

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 means fees collected before the relevant services are provided, and our relevant services include courses where online or distance learning content is provided at the enrolment instance 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 most of our products and services 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 setup 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, their 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.
 - As a rule, you will not be entitled to any refund of your full course fees once your course has commenced. We will, however, consider each application on a case by case basis.
 - If you become ill and/or are injured and/or or experience other extenuating circumstances to the extent that you can no longer undertake the course, AICP will consider a request for a pro-rata refund of your full course fees, provided that you

provide us with a supporting medical certificate and/or other relevant supporting documentation that we request.

- In the event that you wish to enrol 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 in writing via email at your earliest opportunity. 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 decisions to cancel your course participation, you may want to consider alternative options such as requesting a deferment of your enrolment and re-commencing your learning program at the end of the deferment period.

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 has been advised as such; and/or
- have not progressed with your course work for a period of three months without obtaining a deferment from AICP; and/or
- have not responded to our attempts to contact you about your lack of progress; and/or
- **is** are uncontactable by the AICP team.

Except for circumstances involving plagiarism, we will attempt to contact a you at least three (3) times in a one (1) month period and advising you on at least two (2) of the three (3) occasions of an impending Administrative Withdrawal.

Except for circumstances involving plagiarism, an Administrative Withdrawal will only be reconsidered at the sole discretion of AICP's CEO. No reconsideration will be given where an Administrative Withdrawal occurred because of proven plagiarism.

AICP will not consider any requests for refunds where an Administrative Withdrawal has occurred due to proven plagiarism and learners will not be given any opportunities of finalising any outstanding or incomplete unit(s) of competency at a later date. No part of the original course fee can be used at a later date 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 balance of your course fees at the time of your course withdrawal.

If you are in default of fees for more than 60 days your debt to us may be referred for debt collection and will incur late fees and collection fees, in addition to any collection fees charged by the 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 purchases 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 course. 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 certification 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 staff 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 staff member who breaches this policy. Suspected criminal behaviour will be reported to police authorities immediately. Learners should expect fair and friendly behaviour from AICP staff 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 staff member of AICP that they feel they can trust. This will initiate a complaints handling 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 in its early development with the relevant person(s). If a resolution is not being achieved, the matter should be referred to the Student Support manager in writing, with the expectation that all parties will be treated fairly and provided the opportunity to present their case. If you decide to appeal an assessment decision, you must at first instance contact our Student Support team to obtain a copy of our Complaints and Appeals policy.

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

- A written record of all complaints and appeals is to be kept by AICP including all details of lodgement, response and resolution.
- A complainant or person lodging an appeal is to be provided an opportunity to formally present his or her 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 handling of a complaint or appeal is to commence within 10 working days of the lodgement of the complaint / appeal and all reasonable measures are taken to finalise the process as soon as practicable. AICP will always endeavour to resolve any complaints and/or appeals within 30 days of the matter being reported.
- The complainant or person lodging an appeal is to be provided a written statement of the outcome, including details of the reasons for the outcome.
- AICP shall 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 or otherwise shall be implemented immediately.
- Complaints and appeals are to be handled in the strictest of confidence. No AICP representative is to disclose information to any person without the permission of AICP's Chief Executive Officer. Decisions to release information to third parties are only to be done 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 handling of the matter by AICP, they are to have the opportunity for a body that is independent of AICP to review his or her complaint or appeal following the 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

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 persons involved, where possible. Sometimes, it will not be possible and in these cases you are encouraged to come forward 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 law. This means we comply with the requirements of legislative and regulatory requirements. The following legislation is indicative of the Acts that AICP has recognised it has compliance responsibilities to. 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 (State) and www.comlaw.gov.au (Federal).

Privacy Act 1988

The Privacy Act is supported by the Australian Privacy Principles which came into effect on 12th March 2014. The object of Australian Privacy Principles is to ensure businesses and government agencies manage personal information in an open and transparent way.

Review the section within this handbook that relates to privacy protection. It provides you with information about:

- the kinds of personal information that the entity collects and holds;

- how the entity collects and holds personal information;
- the purposes for which the entity collects, holds, uses and discloses personal information;
- how an individual may access personal information about the individual that is held by the entity and seek the correction of such information;
- how an individual may complain about a breach of the Australian Privacy Principles and how the entity will deal with such a complaint; and
- whether the entity is likely to disclose personal information to overseas recipients.

Disability Discrimination Act 1992

Sect 5 - Disability Discrimination

(1) For the purposes of this Act, a person (discriminator) discriminates against another person (aggrieved person) on the grounds of a disability of the aggrieved person if, because of the aggrieved person's disability, the discriminator treats or proposes to treat the aggrieved person less favourably than, in circumstances that are the same or are not materially different, the discriminator treats or would treat a person without the disability.

For the purposes of subsection (1), circumstances in which a person treats or would treat another person with a disability are not materially different because of the fact that different accommodation or services may be required by the person with a disability.

Sex Discrimination Act 1984

Objects The objects of this Act are:

- to give effect to certain provisions of the Convention on the Elimination of All Forms of Discrimination Against Women; and
- to eliminate, so far as is possible, discrimination against persons on the ground of sex, marital status, pregnancy or potential pregnancy in the areas of work, accommodation, education, the provision of goods, facilities and services, the disposal of land, the activities of clubs and the administration of Commonwealth laws and programs; and
- to eliminate, so far as possible, discrimination involving dismissal of employees on the ground of family responsibilities; and
- to eliminate, so far as is possible, discrimination involving sexual harassment in the workplace, in educational institutions and in other areas of public activity; and
- to promote recognition and acceptance within the community of the principle of the equality of men and women.

Age Discrimination Act 2004

The objects of this Act are:

- to eliminate, as far as possible, discrimination against persons on the ground of age in the areas of work, education, access to premises, the provision of goods, services and facilities, accommodation, the disposal of land, the administration of Commonwealth laws and programs and requests for information; and
- to ensure, as far as practicable, that everyone has the same rights to equality before the law, regardless of age, as the rest of the community; and
- to allow appropriate benefits and other assistance to be given to people of a certain age, particularly younger and older persons, in recognition of their particular circumstances; and
- to promote recognition and acceptance within the community of the principle that people of all ages have the same fundamental rights; and
- to respond to demographic change by:
 - removing barriers to older people participating in society, particularly in the workforce; and
 - changing negative stereotypes about older people.

Racial Discrimination Act 1975

This Act gives effect to Australia's obligations under the International Convention on the Elimination of All Forms of Racial Discrimination. Its major objectives are to:

- promote equality before the law for all persons, regardless of their race, colour or national or ethnic origin, and
- make discrimination against people on the basis of their race, colour, descent or national or ethnic origin unlawful.

Copyright Act 1968

Copyright is a type of property that is founded on a person's creative skill and labour. It is designed to prevent the unauthorised use by others of a work, that is, the original form in which an idea or information has been expressed by the creator.

Copyright is not a tangible thing. It is made up of a bundle of exclusive economic rights to do certain acts with an original work or other copyright subject-matter. These rights include the right to copy, publish, communicate (eg. broadcast, make available online) and publicly perform the copyright material.

There is no general exception that allows a work to be reproduced without infringing copyright. Where a part of a work is copied, the issue is whether a substantial part of that work has been reproduced and thus an infringement has occurred. However, there is a 10% rule which applies in relation to fair dealing copying for the purposes of research or study. A reasonable portion of a work may be copied for that purpose, and a reasonable portion is deemed to be 10% of a book of more than 10 pages or 10% of the words of a work in electronic form.

It is however noted that despite this allowability within the Copyright Act, the Rules of Evidence requires that an assessor must be satisfied that all assessment activities are the original work of the learner and therefore AICP does not allow any part of any assessment answer to be copied from an external source unless it is specifically so stated in the assessment requirement. We provide extensive information on this in our Candidate Assessment Kits.

National Vocational Education and Training Regulator Act 2011

This legislation provides that basis for the regulation of Registered Training Organisations in Australia. The legislation provides the basis for the establishment of the National VET Regulator who are the registration authority for RTOs. A core component of this legislation is that it defines the condition for the registration of an RTO which include:

- compliance with the VET Quality Framework
- satisfying Fit and Proper Person Requirements
- satisfying the Financial Viability Risk Assessment Requirements
- notifying National VET Regulator of important changes
- cooperating with National VET Regulator
- compliance with directions given by the National VET Regulator.