



Participant Handbook

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Our commitment

To ensure that we provide training and assessment services that meet the needs of clients and industry, we employ sufficient suitably qualified and experienced Trainers, secure suitable facilities, and ensure sufficient opportunities for learning in appropriate environments, with suitable resources and assessments that are fair and flexible.

Our obligations as an RTO

As a Registered Training Organisation (RTO) registered with the Australian Skills Quality Authority (ASQA), we have an obligation to ensure the quality of the nationally recognised training and assessment we deliver. We must always comply with the Standards for RTOs 2015, which are part of the VET Quality Framework. To ensure compliance, we have developed comprehensive internal policies, procedures and systems that guide our compliant operations, and we must participate in audits with ASQA upon their request. In addition, we must ensure that any third parties we work with who are involved in your training and assessment comply as well. This includes our training partners, marketing brokers and salespeople where applicable.

As the RTO we have the responsibility to issue your AQF certification documents in line with our issuance policy as outlined in this Handbook.

If at any time you feel we have not met our obligations as an RTO, you have the right to make a complaint following our Complaints and Appeals Policy outlined further in this Handbook.

Our service commitment

- We will deliver training and assessment fairly, professionally, competently, and efficiently, ensuring that all Participants (actual and prospective) are treated respectfully regardless of their individual differences including age, gender, race, religion, sexuality or impairment.
- Your questions are important to us. Please be aware that our Trainers are working with other Participants as well as yourself. We are committed to returning your calls and emails, but we ask that you allow us two (2) working days to respond.
- Assessment feedback will be given within 10 working days of our receiving the assessment in the office (not from the day it is posted).

Access and Equity

Based on the Access and Equity Policy for the Vocational Education and Training System, Elite Truck and Car School will deliver training that is:

- Equitable for all people through the fair allocation of resources and involvement in Vocational Education and Training
- Providing equal opportunity for all Participants
- Providing access for all to appropriate quality Vocational Education and Training programs and services
- Providing support services that enhance the achievement of positive outcomes

SELECTION AND ENROLMENT

Elite accepts applications from all students who meet the entry requirements published in the course information. Applications are accepted on a first-come-first-served basis, but if a course is full, you will be offered a place in a course starting later.

To apply to enrol in a course, you must complete an Enrolment Form. If you are applying for a course with entry requirements, you must provide the necessary evidence (as indicated on the Course Outline), such as verified copies of qualifications, driver's licence or other evidence.

If you are applying for credit, you should indicate this on your enrollment and supply certified copies of your transcripts so we can assess your credit application. See the section on Credits in this Handbook below.

Once you have completed your enrolment form and gathered all the necessary evidence, send it to Elite's head office via post or email using the details provided on the cover page of this document, along with a non-refundable application fee of \$150. You will be contacted within 3 days to let you know the status of your application/ enrolment and to confirm your details.

As part of the entry requirements, you may be required to attend an interview. Details of the interview will be provided at this stage.

Upon approval of your application/enrolment, you will be sent further information about the next steps, payment arrangements and how you can get started in your course.

Unique Student Identifier

A Unique Student Identifier (USI) is a reference number made up of numbers and letters that creates a lifetime record for an individual of all the nationally recognized training that has been completed. Under the Unique Student Identifiers Act 2014, all RTOs must ensure they have a valid USI for any student that enrolls in nationally recognised training from 2015. This means (unless you have an exemption issued by the USI registrar) that as a student you must provide us with your USI as Elite does not create USI on your behalf.

For information about exemptions for individuals please review this webpage: <https://www.usi.gov.au/training-organisations/training-organisation-requirements/exemptions-individuals/how-apply>

For more information and to apply for your USI, go to: <https://www.usi.gov.au/students>

We are unable to issue a qualification or a statement of attainment unless we have a valid USI or a notice of exemption from the registrar.

Admission and Entry Requirements

Elite Truck and Car School requires that the participant can:

- Obtain a USI or evidence of an exemption
- Demonstrate satisfactory LLN skills
- are at least 18 years of age
- meet the specific entry requirements of the course they are applying for

Elite Truck and Car School reserves the right to suspend from their training courses participants who are:

- Unable to actively participate in the course activities as a result of injury.
- Disruptive
- Affected by drugs or alcohol

Should this situation arise, immediate and discreet contact will be made with the client to discuss future training options for the individual(s) concerned.

Student code of conduct

To avoid any future confusion, the following behaviour expectations are provided. All Participants require compliance with these expectations. Failure to do so may result in cancellation of your enrolment.

- Abide by Copyright and Plagiarism laws and legislation.
- Comply with workplace health and safety regulations at all times.
- Comply with anti-discrimination legislation at all times. This includes but is not limited to equal opportunity, racial vilification and disability discrimination.
- Comply with workplace harassment, victimisation and bullying regulations at all times.
- Ensure that behaviour is of a level acceptable to the workplace at all times.
- Complete training and assessment activities within agreed timeframes.
- Communicate any difficulties with the completion of activities or assessments with your Trainer.
- Inform your Trainer immediately should you be unable to attend due to illness or other reasons.
- Inform your Trainer if you have a medical condition that may affect your participation or affect those with whom you may be training.

Competency-Based Training and Assessment

The training and assessment offered by Elite focus on providing you with the knowledge and skills required for the standard of performance required in the workplace. This is known as competency-based training and assessment. Each of the components of your course is a “unit of competency”. You may either be studying one or a few units of competency or a set of units that make up a total qualification. Each unit of competency is linked to specific skills and knowledge required in the workplace.

Our website and student course information sheets include the details of how we deliver the training to you as well as the assessment methods that will be used to assess whether you have reached the required standard of performance. Generally, our courses may involve classes, practical components, and homework.

Assessment methods vary from course to course but usually include written questions, projects, written assignments, and practical observations.

Credit Transfer

You may be eligible for a Credit Transfer if you have previously undertaken training through a Registered Training Organisation. Credit Transfer may be granted for one or more units. Three (3) major factors need to be considered:

1. How current the Qualification/Statement of Attainment is
2. Mapping to the current training and
3. If the training was undertaken with a Registered Training Organisation.

If you think you may be eligible for a Credit Transfer, you will need to provide the following:

- The original Statement of Attainment and/or Certificate for your Trainer to sight
- A copy of the Statement of Attainment and/or Certificate
- Or a certified copy of your signed Statement of Attainment and/or Certificate by a Justice of the Peace (JP)
- There is no charge for Credit Transfer

All applications for Credit Transfer must be verified with the issuing RTO to ensure its validity. In order to do this the student will need to complete a “Release of Information form”. This form will be sent to the issuing RTO to gain confirmation that they issued the qualification/statement of attainment, accompanied by a copy of your qualification or statement of attainment.

Recognition of Prior Learning (RPL)

Recognition of Prior Learning (RPL) is a process where skills and knowledge you have gained through work and life experience and other unrecognised training can be formally recognised.

Elite has a process that has been structured to minimise the time and cost to applicants and provides a supportive approach to students wishing to take up this option. You should ideally apply for RPL at the time of enrolment, but you may also apply up to 2 weeks into your course.

If you think RPL is a suitable option for you, the first step is to contact your trainer/assessor or our office and have a conversation about whether or not RPL might be suitable for you. Suitability is often determined by how much experience you have in a certain area, your work history and previous training. If RPL is determined to be a possibility for you, you will be provided with a kit that will guide you in working through each unit to determine relevant skills and experience and identify whether you would be able to provide the required evidence.

A trainer/assessor will be available to assist you throughout this process.

To apply for RPL, you will need to fill in a part of the kit and return it with an RPL Application Form. Your application will then be assessed for suitability and you will then be contacted by an assessor to progress the RPL process.

From here, usually, the RPL process involves gathering evidence to demonstrate skills, knowledge and experience, responding to questions, completing tasks and, depending on the area, observing your work skills in your workplace.

Fees are applicable for Recognition of Prior Learning and you will be advised of these fees upon contacting us. Application fee for RPL is provided in the Fees and Charges section later in this policy.

For more information about submitting an application for RPL, contact the head office.

ASSESSMENT ARRANGEMENTS

At the beginning of each unit or cluster, your assessor will go through the arrangements for assessment with you, and you will be given all the details about the assessment requirements.

At this time, you will:

- Be provided with detailed assessment instructions for each task/requirement, including the criteria you'll be assessed against.
- Be informed of relevant due dates or timing of assessments to be conducted

Your assessor will go through all of the arrangements with you, and you can ask them any questions you have.

Submitting your assessments

You must submit theory assessment tasks with a completed and signed Assessment Task Cover Sheet. The cover sheet asks you to declare that the work is your own. Written tasks will not be accepted without a signed cover sheet.

Assessments must be submitted directly to the trainer/assessor.

Your assessor will provide you with written feedback and confirm the outcome of the task on the Task Cover Sheet.

Assessment outcomes

Each assessment task will be given an outcome of either Satisfactory (S) or Not Satisfactory (NS). You must complete all tasks for a unit satisfactorily to achieve an overall outcome of Competent (C) for a unit. If one or more of your tasks are assessed as Not Satisfactory, you will be given an overall

outcome for the unit of Not Yet Competent (NYC). You can have 2 further attempts to complete the task and achieve a Satisfactory outcome. You will be given a timeframe for your resubmission and advised what you must include in your re-submission.

If, after the third attempt, you are still assessed as Not Satisfactory for a task, you will need to complete additional training and assessment to support you in achieving a Competent outcome. This may incur an additional fee for self-funded students as identified in the fees information.

Reasonable adjustment in assessment

Some students may need modifications to assessments due to disability, illness or special considerations – this is called reasonable adjustment.

Reasonable adjustment can involve:

- Making training and assessment resources and methods more accessible e.g., providing learner workbooks in an audio format or on different coloured paper.
- Adapting physical facilities, environment and/or equipment e.g., setting up hearing loops.
- Making changes to the assessment arrangements e.g., more time allowed for assessments.
- Making changes to the way evidence for assessment is gathered e.g., written questions asked orally

Please speak to your assessor if you think that you may need an adjustment made. Note these adjustments are made at the discretion of your assessor based on your identified needs.

Training Materials and Equipment

During training, Elite Truck and Car School participants will be given access to safety equipment and other required materials and equipment. This equipment and material is to be used in accordance with the instructions given by the trainer/assessor. If a piece of equipment is purposely damaged or treated in a manner not in accordance with the instructions given by the trainer, a fee may be charged.

The copyright and ownership of all training material provided during the training belongs to with Elite Truck and Car School and cannot be copied or claimed without written consent. All training materials are quality assured and are continuously updated.

All vehicles used by Elite for the purposes of training and assessment comply with TLIC4006 Drive Multi-combination Vehicle requirements and all relevant Queensland legislation. Each MC vehicle used is roadworthy and appropriately registered. MC vehicles used may vary but will include a prime mover towing two semi-trailers, with one semi-trailer supported at the front, connected to the other semitrailer.

Appealing assessment decisions

If you do not agree with any assessment decision, you can lodge an assessment appeal. Please refer to the Complaints and Appeals section in this handbook for information about how to lodge an appeal.

Student Plagiarism, Cheating and Collusion

Elite has a no-tolerance policy for plagiarism, cheating and collusion. Students are expected to act with integrity at all times and only submit work that is their own or that has been appropriately referenced and includes acknowledgements of all resource materials used in preparing the work.

When you submit your assessments, you will be required to sign a declaration that the work provided is your own and that you have not cheated or plagiarised the work or colluded with any other student/s.

If you are found to have plagiarised, cheated or colluded, you will be given an opportunity to respond to the allegations. If you are found to have plagiarised, cheated or colluded, we will be required to take disciplinary action which is likely to require you to complete the assessment again.

Participant Support

Elite Truck and Car School is dedicated to providing a high standard of service to Participants. You can contact your Trainer by phone, email or post during office hours. We endeavour to respond to Participants as quickly as possible but you are reminded that our Trainers do have other Participants and classes to attend to. We will provide feedback on Assessments within ten (10) working days and to all queries, telephone calls and emails within two (2) working days.

Should you require further support, Elite Truck and Car School can assist in identifying the appropriate support service as well as organising access to such services. Services referred to may include but are not limited to language, literacy and numeracy, counselling, etc. It should be noted that such services may attract an additional fee to be paid to the service provider. Such fees are the responsibility of the Participant.

Should you or your trainer/assessor identify that you require any additional support, to be provided by Elite Truck and Car School we will work with you to develop an Individual Support plan to ensure that we can provide the required support required.

Elite provides learning and welfare support to ensure a supported and successful learning environment for all students. Support arrangements are detailed in the Student Support Policy and Procedures and details of all student support services are included in the Student Handbook and provided to students at orientation.

Language, Literacy and Numeracy (LLN)

- Elite Truck and Car School staff will review an applicant's language, literacy and numeracy skills using an ACSF LLN Assessment during the application process. Assessment will take place prior to course commencement to assess an individual's skills and capabilities.
- The test aims to determine whether the student requires any additional support to complete the course successfully. Further, this helps Elite identify if we can provide the students the level of support they require prior to enrolment or if they will need assistance from external agencies.
- Learners who do not have the required LLN levels will be provided additional support (where possible) or external options for accessing further training and support prior to enrolling in the course. This will be in accordance with RTO's student support policy and procedures.
- Expected entry levels are the minimum levels at which a student is expected to be upon entry into the course. Students may have higher-level skills, which is fine. If a student is identified to have expected minimum entry levels in all of the course skills but one which is lower, and where the assessor deems that Elite can provide additional support and has the appropriate mechanisms in place to support the student in the development of the skill, then the learner can be accepted into this course. A learner strategy will be required to be put in place for the student.
- When learners do not meet the expected entry levels for multiple core skills, referring them to a preparatory foundation skills course before enrolling them into this program may be appropriate.

Support services provided by Elite:

- **One-to-one feedback** with the nominated trainer/assessor (i.e., in person with a trainer or through Skype or phone).
- Learners are made aware of the name and contact details of their trainer/assessor on competency commencement and, where possible, will remain with the allocated trainer/assessor throughout the completion of their competency. There is a provision for an additional trainer/assessor to be allocated, a trainer/assessor to be replaced due to negative circumstances, etc.

- Access to **additional educational resources**, books and journals.
- Access to subject matter experts (e.g., **guest speakers**, stakeholders) within the industry.
- Support to access external services (e.g., **counselling, financial advice**). Learners will be provided a list of support services that they can access (i.e., see **Learner Handbook**). All learners will be responsible for the cost of the external support services. It has been outlined in the Learner Handbook.

EXTERNAL SUPPORT SERVICES

For students requiring additional support with their studies, work or life, Elite provides the following referrals to community organisations who may be able to assist you. Please note that some of these services may attract a fee which is payable by you.

Reading and Writing Hotline

Telephone: 1300 655 506 Website: <http://www.literacyline.edu.au/index.html>

For the price of a local call anywhere in Australia, the Hotline can provide you with advice and a referral to one of 1200 providers of courses in adult literacy and numeracy.

Centrelink

Telephone: 131021 Website: www.centrelink.gov.au

Lifeline

Telephone: 13 11 14

Anyone can call Lifeline. The 13 11 14 service offers counselling that respects everyone's right to be heard, understood, and cared for. They also provide information about other support services that are available in communities around Australia. If you feel that you need telephone counselling, you can call about anything troubling you.

Fair Work Australia

Telephone: 1300 799 675 Website: www.fwa.gov.au/index.cfm

Fair Work Australia is the national workplace relations tribunal. It is an independent body with the power to carry out a range of functions relating to minimum wages, employment conditions, termination of employment and other workplace matters.

Reach Out

Website: www.reachout.com.au

Reach Out is a web-based service that inspires young people to help themselves through tough times and find ways to boost their own mental health and wellbeing. Their aim is to improve young people's mental health and wellbeing by building skills and providing information, support and referrals in ways they know work for young people.

YOUR FEEDBACK

Your feedback is important to us and assists in ensuring that our services meet your needs. We use feedback from students and employers to contribute to our continuous improvement processes, so we are always striving to do better.

All students and employers will be provided with a Quality Indicator Survey issued by the National Centre for Vocational Education and Research (NCVER) that they are required to complete. Please help

us by completing the surveys provided to you by your trainer/assessor. Some may also be mailed or emailed to you from our office.

We also welcome feedback from you at any time by email and phone.

Access to Participant Records

You can access your records to check on work completed, progress or for other reasons. Please organise a time suitable with your trainer to view your training records. Other parties will not be permitted to access your files without written consent from you.

Release of Contact Details and Information

To ensure that Registered Training Organisations meet national standards and offer quality training to Participants, ASQA conducts regular audits. The audit process involves a review of a training organisation's Policies, Procedures, Recordkeeping and practices. On occasions, ASQA may contact past and present training Participants to conduct an interview to confirm that the organisation is complying with its obligations and providing a service that meets the needs of Participants and the industry.

Upon request, Elite Truck and Car School is required to supply the following information to ASQA:

- Contact details including address, telephone numbers and email address

For audit purposes and in the event of a complaint or appeal, ASQA may request to view your files. The purpose of this is to ensure compliance with regulations and standards.

Privacy Notice

Why we collect your personal information?

As a registered training organisation (RTO), we collect your personal information so we can process and manage your enrolment in a vocational education and training (VET) course with us.

All information sections in this form are mandatory unless otherwise stated. If you fail to complete this form in full and do not provide all details, your application for enrolment may be rejected.

How we use your personal information?

We use your personal information to enable us to deliver VET courses to you, and otherwise, as needed, to comply with our obligations as an RTO.

How we disclose your personal information?

We are required by law (under the *National Vocational Education and Training Regulator Act 2011* (Cth) (NVETR Act)) to disclose the personal information we collect about you to the National VET Data Collection kept by the National Centre for Vocational Education Research Ltd (NCVER). The NCVER is responsible for collecting, managing, analysing and communicating research and statistics about the Australian VET sector.

We are also authorised by law (under the NVETR Act) to disclose your personal information to the relevant state or territory training authority.

How NCVER and other bodies handle your personal information?

NCVER will collect, hold, use and disclose your personal information in accordance with the law, including the *Privacy Act 1988* (Cth) (Privacy Act) and the NVETR Act. Your personal information may be used and disclosed by NCVER for purposes that include populating authenticated VET transcripts; administration of VET; facilitation of statistics and research relating to education, including surveys and data linkage; and understanding the VET market.

NCVER is authorised to disclose information to the Australian Government Department of Employment and Workplace Relations (DEWR), Commonwealth authorities, state and territory authorities (other than registered training organisations) that deal with matters relating to VET and VET regulators for the purposes of those bodies, including to enable:

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

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

NCVER does not intend to disclose your personal information to any overseas recipients.

For more information about how NCVER will handle your personal information please refer to the NCVER's Privacy Policy at www.ncver.edu.au/privacy.

If you would like to seek access to or correct your information, in the first instance, please contact your RTO using the contact details listed below.

DEWR is authorised by law, including the Privacy Act and the NVETR Act, to collect, use and disclose your personal information to fulfil specified functions and activities. For more information about how

DEWR will handle your personal information, please refer to the DEWR VET Privacy Notice at <https://www.dewr.gov.au/national-vet-data/vet-privacy-notice>.

For further information about Unique Student Identifiers, including access, correction and complaints, go to <https://www.usi.gov.au/documents/privacy-notice>.

Surveys

You may receive a student survey which may be run by a government department or an NCVET employee, agent, third-party contractor or another authorised agency. Please note you may opt out of the survey at the time of being contacted.

Contact information

At any time, you may contact Elite Truck & Car School to:

- request access to your personal information
- correct your personal information
- make a complaint about how your personal information has been handled
- ask a question about this Privacy Notice

Phone number: 0413 122 766

Email: betiqld@gmail.com

Website: etacs.com.au

You can find our Privacy Policy in your student handbook or on our website.

PRIVACY POLICY

In collecting your personal information Elite will comply with the requirements set out in the Privacy Act 1988, the Privacy Amendment (Private Sector) Act 2001 and the relevant state privacy legislation.

This means that we will:

- Inform you of the purpose for which the information is collected.
- Only use the personal information that you provide to us in relation to your study with us.
- Ensure your personal information is securely handled and stored.
- We will inform you of any organisation and the type of organisation to which we disclose personal information e.g. the Australian Government or the National Centre for Vocational Education Research, as well as the purpose of disclosing this information e.g. for statistical purposes.
- We will not disclose your personal information to another person or organisation unless:
- We have made you aware that information of that kind is usually passed to that person or organisation.
- You have given written consent;
- We believe that the disclosure is necessary to prevent or lessen a serious and imminent threat to your life or health or that of another person;
- The disclosure is required or authorised by or under law; or
- The disclosure is reasonably necessary for the enforcement of the criminal law or of a law imposing a pecuniary penalty, or for the protection of the public revenue.

Fees and Charges Policy

Elite ensures:

- all information provided in marketing and promotional materials related to the course fees and other charges is accurate and relevant to this Policy.
- accurate information about fees, charges and refunds is provided to students prior to course enrolment by publishing it in relevant information sources such as Elite's website, Student Information Sheet and the Student Handbook to ensure that students have access to sufficient information enabling them to make an informed decision on their financial commitment to undertake a course/s with Elite.
- detailed fee information is provided to the students prior to enrolment in accordance with Clause 5.3 of the Standards. The Student Agreement clearly outlines:
 - total course fees, including any tuition and non-tuition fees
 - the payment options and due dates e.g. If the student is required to pay term fees in advance or if they can enter a payment plan (must include the terms of the plan and frequency of the payments)
 - this fees and refunds policy and procedures
 - any other charges a student may incur when undertaking the course
- all fees and charges by Elite are fair and reasonable.
- it does not guarantee or claim that students will be able to successfully complete their enrolled course, regardless of whether their total fees have been paid or not.
- it provides thirty (30) days' notice in writing to a student where, under special circumstances and prior to the student's enrolment, Elite made changes to the student's course fees. Elite will require an acknowledgement from each student prior to any course fee changes in writing. A copy of this acknowledgement will be retained in the student's file. Where a student does not agree with the revised fee structure and payment arrangements, Elite will allow students to receive a full refund of all unspent tuition fees.
- the Student Agreement is signed and retained prior to invoicing a student and accepting any fees.

Protection of fees paid in advance

Elite **will NOT collect more than \$1500 in prepaid fees** from a prospective or current student.

Prepaid fees are collected before the relevant services have been provided. These include payments made before, during or after the student enrolls. Any payment received before a service is delivered is unearned revenue and a liability that must be paid back through service delivery or as a refund.

Fees and other charges

All Students are required to pay for the following Fees:

- **Total Course Fees:** refers to Tuition Fees, Non-Tuition Fees and other charges as stated in the Student Agreement.
- **Tuition Fees:**
 - refers to the fees that students are charged for providing training and assessment.
 - includes fees for lectures, tutorials, tutoring sessions, training, or practical experience that form part of the student's course (whether mandatory or not) or are intended to

assist the student to progress in their course or are matters ancillary to the activities that form part of the student's course listed previously (example mandatory textbooks). An ancillary matter is best understood as anything required to support the primary activity of providing training and assessment. Any costs associated with RPL and CT are also considered a part of the tuition fees.

- **RPL Fee:** Students applying for Recognition of Prior Learning (RPL) will be charged per unit of competency. The fee will equal that for the provision of the training of such unit of competency. This will vary according to each qualification. An initial non-refundable RPL application fee of \$500 will be charged to assess the student's suitability for RPL. This does not apply to TLIC4006 Drive multi-combination vehicle as RPL cannot be offered for this unit of competency.
- **Credit Transfer (CT):** Students who provide Australian Nationally Recognised testamur as evidence for Credit Transfers (CT), will not be charged a fee for this application. Their tuition fee will be reduced by the unit/s cost.
- Additional fees that may apply if a student applies for re-enrolment after failing to achieve a satisfactory outcome after three (3) attempts at an assessment task for a unit or multiple units is also considered as tuition fees.
- **Non-Tuition Fees:** refers to fees and charges that do not relate to the provision of training and assessment. These are usually non-refundable, as the fees are only charged when the service or materials are provided to the student. Exceptional circumstances may apply and will be dealt with at the fair and reasonable discretion of the director.
 - Non-tuition fees include books and materials that are not mandatory and do not contribute to the completion of the course, application fees, late payment fees, credit card surcharges, and replacement fees for textbooks and materials or textbooks that are not mandatory or required for course completion.
 - **Other Fees and charges** (applicable non-tuition fees and charges to the specific circumstances listed below):

Description	AUD\$
Enrolment fee	
Non-refundable enrolment fee to cover the processing of your enrolment application with Elite.	\$150
Re-issuing of academic documentation	
You will be provided with a free copy of your academic documentation (certificate, testamur, record of results or statement of attainment). You will be charged an administration fee if you require a replacement. A Request Form for Replacement of Certificates or Statements of Attainment (SOA) must be lodged with Elite and the fee must be paid in advance.	\$75

Collection of fees

- Payment methods: Elite accepts electronic bank transfer, EFTPOS or Credit Card (surcharge applies). Elite also accepts cash payments. Students must ensure they add their Student

ID/Date of birth and Full Name when transferring money into the nominated Elite bank account.

- Elite records payments against all invoices issued and sends payment receipts for each payment made by the student.
- Elite will securely retain receipts of all tuition and non-tuition fees for six (6) months after the student ceases to be an accepted student at Elite. Elite also recommends that students keep their payment records securely.

Late fees and non-payment of fees

- Elite will not issue a qualification or statement of attainment until all agreed fees the student owes are paid.
- Elite will issue one warning letter for overdue fees via email.
- If overdue fees are not paid within 7 days after the warning letter was sent, Elite will issue a notice to the student to either pay the outstanding amount or enter a payment arrangement with Elite within 14 days.
- At this stage, a late payment of fee of \$150 will be charged if a student fails to pay their fee as per the agreed due dates in accordance with their payment schedule.
- Non-payment of fees can result in the following actions by Elite:
 - Issue a suspension of study;
 - Remove access to Elite's resources, equipment and facilities;
 - Withhold qualifications and statement of attainments;
 - Cancellation of the student's enrolment;
- Elite reserves the right to suspend the provision of services to a student until all fees are paid and brought up to date. Students with longstanding debts and with no agreement in place may be withdrawn from their course if payments are not received and/or a payment arrangement is not made with Elite.
- Long-standing debts may be referred to a debt collection agency where fees are more than 45 days past due and where no alternative arrangements have been made.
- Elite may engage a debt collection agency to recover any long-standing debts. Additional charges of up to 40% of the debt may be applicable to recover the debt recovery costs.

Cooling off period

Under Australian consumer law, a cooling-off period is a set time frame during which a consumer can cancel a service contract without penalty.

This clause outlines the Cooling-Off Period applicable to students who enrol in courses provided by Elite. The Cooling-Off Period is a specified time during which a student may cancel their enrolment without incurring financial penalties or obligations.

Cooling-Off Period for Unsolicited Offers:

In cases where enrollment occurs as a result of unsolicited marketing or sales, such as through door-to-door sales or telemarketing, students are entitled to a 10-day business cooling-off period.

This period commences from the date of signing the enrolment agreement or contract.

During this period, the student may cancel their enrolment by providing written notice to Elite without incurring any penalties or charges.

Cooling-Off Period for Other Enrolments:

For enrolments initiated by the student, such as those made through direct contact with Elite via phone, in-person, or via our website, a Cooling-Off Period is also applicable.

This period extends from the time of enrolment up to 5 business days before the commencement of the course.

Students wishing to cancel their enrolment within this period must provide written notice to Elite.

Refund Policy during Cooling-Off Period:

Where a student cancels their enrolment within the Cooling-Off Period, in that case, Elite will provide a full refund of any fees paid, minus any non-refundable costs defined in this policy and procedure incurred by Elite for services provided up to the point of cancellation.

The refund will be processed in accordance with the refunds section of this policy.

Notification Procedure:

Students wishing to cancel their enrolment during the Cooling-Off Period must notify Elite in writing by completing the Withdrawal Form and the Refund Application Form and submitting it to Elite by email to the official email address.

The date of receipt of these forms completed in full will be considered the date of cancellation.

Refunds Policy and Procedures

The refund policy outlines Elite's procedures for assessing and approving a refund for a student in accordance with the requirements of the SRTOs.

This policy and the availability of Elite's Complaints and Appeals processes do not remove the right of any student to take action under Australia's Consumer Protection Laws, where Australian Consumer Law applies. However, if you have a complaint about Elite and the refund process, we recommend our internal complaints process before contacting the Ombudsman.

Records of any refund assessments and issuance of refunds will be securely retained on the student's file and in Elite's accounting system.

Application and processing

All students seeking a refund for any purpose must complete the Refund Application Form and supply any supporting evidence as required. It should be noted that applying for cancellation or withdrawal of Enrollment is not an indicator that you are also seeking a refund and a refund application form must be completed at all times a refund is being sought. Students who are withdrawing from the course enrollment must complete the Withdrawal Form; just completing the Refund Application Form will render them ineligible for a refund.

These forms can be delivered in person to student administration, sent to Elite via email listed below or alternatively, delivered by post to:

Student Administration – betiqld@gmail.com

Brisbane Education & Training Institute Pty Ltd

Shop 3 40 Loganlea Rd

Elite Truck and Car School | RTO Code: 45471

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Any supporting evidence, such as a medical certificate, employment agreement, etc, should be submitted where possible along with the refund application form.

A refund will not be provided in the following circumstances:

- Where the student still has fees outstanding;
- Where equipment and/or resources on loan to the student from Elite have not been returned;
- A Complaint or Appeal is in progress that is related or linked to the application for a refund;
- The refund claim is for services that have already been rendered;
- Materials and equipment fees that have been provided to the student;
- Where refund claims relate to non-refundable fees and charges in accordance with this policy.

Elite will assess all refund applications in accordance with this policy and its procedures. Elite will assess and advise the student of the outcome and process the refund (where eligible) within 30 calendar days.

The director will review the refund application and the supporting evidence to decide on whether to refund the paid fees based on the student's claims. The student is responsible for providing Elite with all relevant documentation to support their application.

Under excruciating circumstances, the director, at their discretion, may choose to give students a refund even if other terms of the refund policy are not met. The director will personally examine all circumstances in relation to each case under such instances.

In all cases where a refund is approved and processed, the student will receive a written statement that details how the refund was calculated and where it was paid. In all cases where a student applies for a refund, and the refund is declined, a written statement will be provided to the student outlining the reasons for Elite's decision to reject the application for a refund.

Refunds will be provided to the student's nominated bank account in their own name unless otherwise advised on the application form. In the event that the student is deceased or incapable of nominating a bank account, the refund will be provided to the person nominated on the Student Agreement form.

Under no circumstances will a student's Refund be paid to a third party without the student's written consent, and that consent is written in the English language.

The student agrees to repay Elite (on demand) any payments credited to the refund in error. Elite reserves the right to offset the amount of any overpayment made in error against any liability (including any future debt) owing to Elite by the refund.

Refund provisions for domestic students

Withdrawal or cancellation of enrolment by a student

Where a student cancels or withdraws in accordance with the meaning given in this policy **outside of the cooling-off period** (from the time of enrolment up to 5 business days before the commencement of the course), the following will apply:

- \$150 of your fees is an administration, non-refundable fee.

- Once training has commenced, no refund is available to participants who leave before finishing the course unless the Participant can provide a medical certificate or show extreme personal hardship.
- If you cancel more than 48 hours before commencement, you will receive a refund of all fees less the \$150 administration fee.
- If you cancel with less than 48 hours notice, you will not be eligible for any refund.

Suppose a student **withdraws or cancels due to compassionate or compelling reasons**. In that case, Elite encourages the student to provide supporting evidence in their application and include evidence from a third party where possible.

Under excruciating circumstances, the director, at their discretion, may choose to give students a refund even if other terms of the refund policy are not met. The director will personally examine all circumstances in relation to each case under such instances.

Students who have not prepaid fees when entering a course with Elite and are not financial at the time of cancellation need to consider the following:

- If any fees are outstanding or overdue, these fees must be paid prior to Elite cancelling the enrolment.
- Elite reserves the right to engage a debt collection agency to collect outstanding fees.

Provider default – the RTO cancels the course

- In the unlikely event that Elite is unable to deliver the course, or any portion of the course as agreed, within 14 days of the course ceasing to be delivered, the student will be issued with either:
 - a refund for the course or portion of the course that was not provided - see clause 15 for further details.
 - an offer for a placement into an alternative course at no additional cost, which the student also accepts in writing within 14 days from the date the course ceases to be delivered.
- In such cases, Elite will automatically conduct a refund assessment of all affected students and contact students to either offer a suitable alternative course or a refund. In these cases, there is no need for a student to make an individual application for a refund.

Provide default obligations and notification

Where provider default applies, Elite will:

- discharge its obligations within 14 business days of the day of default by either:
 - offering an alternative suitable course to a student which the student has accepted.
 - refunding amounts due in accordance with this policy.

Refunds due to other/compassionate reasons (no default)

Reason and circumstances for refunds	Calculation of refund and cancellation fees
If a student cannot complete or commence a course because of illness, disability or where there is death of a	A part or full amount of the unspent tuition fees at the discretion of the director.

Reason and circumstances for refunds	Calculation of refund and cancellation fees
close family member of the student (parent, sibling, spouse or child).	
If a student cannot complete or commence a course because of other special or extenuating including political, civil or natural events.	A part or full amount of the unspent tuition fees at the discretion of the director.

Complaints and Appeals

This Complaints and Appeals Policy is developed to provide and maintain a fair, timely, effective and accessible mechanism to deal with the complaints and appeals involving students, staff, third-party contractors and other relevant stakeholders.

The purpose of this policy is to ensure that Elite has transparent and efficient processes for responding to and resolving complaints, grievances and appeals in a fair and confidential manner.

Elite is committed to continuous improvement and uses complaints, grievances and appeals as an opportunity to improve its systems, processes and practices. Elite will maintain public access to this policy using our website. The RTO ensures that this policy adopts the principles of natural justice and procedural fairness at every stage of the complaint and appeal process.

The policy statements and procedures maintain and comply with the legislative and regulatory requirements stated under the: -

- Standard 10 of the National Code of Practice for Providers of Education and Training to Overseas Students 2018 (The National Code);
- Education Services for Overseas Students Act, 2000 (ESOS Act);
- Standard 6 of the Standards for Registered Training Organisations, 2015;

Types of complaints and appeals

Elite may receive a range of complaints and appeals, including academic and non-academic matters.

The RTO may receive allegations that involve the conduct of its students, third parties (where relevant), and all staff, including trainers and assessors and admin personnel.

The RTO may receive complaints about the services provided and its practices and activities, for example:

- Marketing practices and information
- Enrolment process
- Training and assessment quality and practices (for example, student support services, assessment requirements, availability of tools and equipment, student course progress etc.)
- Quality of learning and assessment materials
- Bullying and harassment
- Timetable issues

The RTO may receive **appeals, which is a request from the applicant to review a decision made by the RTO and its staff**, including trainers and assessors. These decisions may relate to:

- Cancellation or refusal of enrolment
- Fees and refunds
- Complaint outcomes
- Assessment outcomes
- Penalties
- Other decisions made by the RTO

Resolution Principles

The RTO follows the following principles when dealing with complaints and appeals:

Procedural fairness: All parties to a complaint will be treated fairly and in a manner that respects their right to an unbiased, timely and transparent process following the principles of natural justice. The RTO will not be biased or appear to be biased nor have a personal interest in the complaints. All complaints are considered on their merits, based on information relevant to the complaints and any mitigating circumstances. All parties have the right to be heard before the decision is made, including the right to respond to statements or material that is to be relied upon in reaching a destination.

Good Faith: The complaints process assumes and relies upon all parties engaging in good faith, with an open approach to considering reasonable options.

The RTO ensures that:

- complaints and appeals are responded to in a manner that is professional, transparent and consistent.
- complaints and appeals are handled sensitively and confidentially.
- complaints and appeals are used as an opportunity for continuous improvement by identifying the cause of complaints and appeals and implementing suitable action to avoid future reoccurrence.
- Complaints and appeals are handled free of victimisation or discrimination.
- students are able to use the complaints and appeals mechanism with no cost to them.
- all parties to a complaint are made aware of the allegations and are provided with an opportunity to respond and present their case.

This policy and its procedures, along with any other mechanisms offered by the RTO, do not limit the rights of an individual to take action under Australia's Consumer Protection laws and pursue other legal remedies.

Making a complaint or appeal

- A complainant should endeavour to make a formal complaint as soon as possible after the incident occurred.
- Appeals should be made within thirty (30) calendar days from when the original decision was made.
- Informal complaints can be made verbally or using any written form.
- Formal complaints and appeals must be made in writing using the Complaints and Appeals Form. Complaints and appeals may be sent in writing to the RTO's head office with attention to the Director.
- The complainant should provide as much detail as possible of the incident or why an appeal is being made to assist the RTO in investigating and determining an appropriate solution, including:
 - the issue or decision that related to the complaint or appeal – in detail, describe as much as you can on what happened and how it affected you.
 - any supporting evidence (where possible) that can support your complaint or appeal.

- Describe any steps that you may have already taken in an attempt to resolve the complaint or appeal.
- Suggestions about how the matter might be resolved.

Resolution of complaints and appeals

- The directors and compliance officers will be involved in resolving complaints and appeals.
- All parties to a complaint or appeal where allegations are made against another person will be given the opportunity to respond to the allegations made.
- Where a third party engaged by the RTO is involved in the complaint or appeal, they will be involved in the process of resolving the complaint or appeal.
- The RTO will allow a support person of their choice for each party to be present at meetings scheduled to resolve the issue.
- The RTO may request further details from all parties involved as and when required. This could be done via face-to-face meetings, written or verbal requests, over the phone or web conferencing.
- The director and/or the Compliance Officer will review all the information and decide on an appropriate response.
- For assessment appeals, the RTO will appoint an independent assessor who was not involved in the original decision to reassess the task again. The new outcome will be the result granted for this assessment task.
- In the case of an assessment appeal, an assessor who is independent of the original decision will assess the original task again. The outcome of this assessment will be the result granted for the assessment task. The RTO will notify the complainant or appellant of the new outcome in writing with the reasons for the judgment and any other findings made.
- For complaints and appeals related to the enrolment status of a student, they are able to maintain their enrolment with the RTO while the complaints and appeals process is ongoing.
- Timeframe:
 - The RTO will acknowledge the receipt of complaint or appeal in writing within three (3) business days.
 - The RTO will commence the complaints and appeals process within seven (7) business days of the receipt of the application.
 - The RTO will endeavour to finalise all applications as soon as possible or at least within 30 calendar days. The complainant or appellant will be advised in writing if due to any significant reasons the process will take longer. They will be provided weekly notifications on the progress of their complaint or appeal until the process is completed and the matter resolved.
- The RTO will provide the complainant or appellant a written response on the outcome of their complaint or appeal. The response will clearly outline the RTO's understanding of the issue, action taken by the RTO in investigating and resolving the complaint or appeal, findings and outcome.

External resolution

- If the complainant or appellant is not satisfied by the outcomes of the internal process, they may opt for the matter to be referred to an external dispute resolution body.
- If an external independent party is appointed, all associated costs will be paid by the party appointing the external party.

- The RTO may engage an external independent mediator who has the expertise required to resolve the complaint or appeal as and when needed.
- The RTO will co-operate fully in the external resolution process by providing clear, full and transparent access to any documentation associated with the complaint and appeals including student files, assessment records, internal complaints and appeals records as permitted by law. The RTO will instruct and require all staff to fully cooperate in the process.
- External complaints in relation to a student’s enrolment that result in an external party giving an outcome in favour of the RTO will result in the notification of DET via PRISMS of the change in an overseas student’s enrolment status.
- Where an external party finds an outcome in favour of a student, the director will act on this immediately and organise a management meeting to use this as an opportunity for continuous improvement. The management team must discuss all decisions made, findings of the case and its outcome. Appropriate actions must be taken to ensure the situation is corrected and not repeated. The complainant or appellant must be notified of the corrective actions and associated outcomes.
- Students can choose to hire an external party of their own choice at their own cost. Additional options for external complaints avenues are provided in below.
- **Other external avenues:**

- National Training Complaints Hotline: If you have a complaint relating to your experiences whilst undertaking training in the vocational education and training (VET) sector, the National Training Complaints Hotline can refer your complaint to the most appropriate authority to have your complaint considered. You can lodge a complaint with National Training Complaints Hotline by completing the [complaints form](https://www.dewr.gov.au/national-training-complaints-hotline/national-training-and-complaints-hotline-complaints-form) (<https://www.dewr.gov.au/national-training-complaints-hotline/national-training-and-complaints-hotline-complaints-form>) or by calling the student enquiry line on 13 38 73.
- Consumer Protection Agencies: The consumer protection agency in your state or territory:
 - can provide information about seeking a refund or a cancellation of your course fees
 - can provide information about your rights and obligations
 - may be able to help you negotiate with your training provider.

If you are studying with a provider that is located in a different state or territory to where you live, you can report your concerns to the [Australian Competition & Consumer Commission](https://www.accc.gov.au/contact-us/contact-the-accc/report-a-consumer-issue) (<https://www.accc.gov.au/contact-us/contact-the-accc/report-a-consumer-issue>).

State or territory

Agency and contact details

Queensland (QLD)	Fair Trading Phone: 13 74 68
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- State or Territory Ombudsman: Your state or territory ombudsman may be able to help if:
 - your complaint is about fees and refunds, and

- you are studying with a government-run provider (such as a TAFE).

State or territory

Ombudsman website address

Queensland (QLD)

www.ombudsman.qld.gov.au

- *Australian Skills Quality Authority (ASQA)*: ASQA is the national VET regulator and takes feedbacks and complaints as intelligence to inform their regulatory activities. However, ASQA is unable to assist student with their individual cases and circumstances and cannot act as an advocate for students in resolving complaints or appeals. Complaints can be made via ASQAnet <https://asqaconnect.asqa.gov.au/>.

Certification

In alignment with the Standards for RTOs 2015, the RTO is committed to issuing Australian Qualifications Framework (AQF) certification documents to learners who successfully meet the criteria of a training product - unit, module, qualification, or course as outlined in the applicable Training Package or VET Accredited Course.

The RTO will ensure the issuance of certification documents within 30 days after the student's successful assessment and completion of the Course, contingent upon the settlement of all course/tuition fees.

You will be able to access the records of certification issued to you. AQF certification documentation will be issued directly to you, not to another party, such as an employer.

The RTO:

- Will collect and verify a student's USI at the point of their initial enrolment.
- Is committed to not issuing AQF certification documentation without a verified USI for the individual, except in cases where exemptions under the Student Identifiers Act 2014 apply.
- Ensures that Unique Student Identifiers are not displayed on Statements of Attainment or Testamurs.

Re-Issuing Statements and Qualifications

Records of qualifications and unit achievement are kept on record for a period of at least thirty (30) years. Students can request copies of any of these statements or qualifications at any time for an additional charge. Refer to our Fees and Charges section for the current fee.

Relevant legislation

Work Health and Safety Act

The Work Health and Safety Act provides a framework for managing health and safety risks in Australian workplaces. The objective of the Act is to prevent fatalities, injuries and illness caused by a workplace, by workplace activities or by a specified high risk plant - this is achieved by preventing or minimising exposure to risk. All organisations must comply with this Act, regardless of the types of services and/or products they provide or sell. For more information visit: <http://www.comlaw.gov.au/Series/C2011A00137>

Industrial Relations Act

The principal objective of the Industrial Relations Act is the provision of a framework for industrial relations that supports economic prosperity and social justice. For more information visit: http://www.austlii.edu.au/au/legis/cth/num_act/ira1988242/

Privacy Act

The Privacy Act makes provisions to protect the privacy of individuals, and for related purposes. It should be noted, however, that the Federal Privacy Act does not regulate state or territory agencies (except for the ACT). For information on privacy regulations in other states and territories, visit the <http://www.privacy.gov.au>.

Copyright Act

The Copyright Act is an Act relating to Copyright and the protection of certain performances, and for other purposes. For more information regarding the Copyright Act, go to www.aph.gov.au/library/pubs/rn/1998-99/99rn26.htm

National Vocational Education and Training Regulator Act

This Act was introduced to establish a consistent registration and accreditation framework for Vocational Education and Training, by applying nationally agreed standards. For more information visit: <http://www.comlaw.gov.au/Details/C2014C00623>

Equal Opportunity

The objectives of Equal Opportunity legislation are to encourage the identification and elimination of discrimination, sexual harassment and victimisation and their causes, and to promote and facilitate the progressive realisation of equality. For more information go to: <http://www.equalitylaw.org.au/elrp/resources/>

Australian Consumer Law (ACL)

Australian Consumer Law (ACL) aims to provide an equitable, competitive, informed and safe market place. It makes provisions in respect to certain unfair or undesirable trade practices, and aims at regulating the supply of goods and services. For more information visit: <http://www.consumerlaw.gov.au/content/Content.aspx?doc=home.htm>

Competition and Consumer Act (CCA)

The object of the Competition and Consumer Act (CCA) is to enhance the welfare of Australians through the promotion of competition and fair trading, and through a provision for consumer protection. For more information visit: <http://www.accc.gov.au/content/index.phtml/itemId/815209>