



## Australian Global Academy of Education

**RTO NO: 41070**

**Principle Office / Training Venue Address:**

Level 1 / 1926-1928 Sydney Road, Campbellfield Vic 3061

PH: (03) 9357 5576

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## WELCOME

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Thank you for either enquiring about the Australian Global Academy of Education (AGAE)'s courses, or for enrolling as a student with us. The purpose of this Student Handbook is to provide you with all the information that you need to know about studying with AGAE. This handbook provides you with some basic information about our policies and procedures. Much of the information in this handbook is based on our policies and procedures, simplified for ease of reference.

## STUDYING THROUGH AGAE

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Australian Global Academy of Education (AGAE) is the trade name for Mantra Academy Pty Ltd is a Registered Training Organisation (RTO ID: 41070), that delivers high quality nationally recognised training for their students.

AGAE provides blended learning courses that are supported by a practical work placement to ensure that students gain the vital skills and knowledge to succeed in the workforce.

Our courses are tailored to student's needs with a structure that is flexible and designed to match student's available time and budget.

We pursue the highest quality in all our training strategies by ensuring that our materials are relevant and industry-aligned and hiring only trainers and assessors that are experts in their field.

We have a strong commitment to providing high-quality training for our students. We want to ensure that there is a measurable impact and sustainable change from students learning experiences, and also that students are able to apply their learning to real practice.

We offer top-class facilities at our training centres, the opportunity to study at the AGAE of Child Care is open to everyone, no matter your background, level of education, or ethnicity, and we encourage people from diverse backgrounds and disabilities to apply for this training. As specialists in accelerated learning, you will learn on a curriculum developed by early childhood experts, designed to give you an immediate start to your new career in childcare. We provide a caring, supportive, inclusive learning environment that ensures every student reaches the appropriate academic standard, regardless of prior education and natural ability.

## CONTACT DETAILS

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**Legal Name:** Mantra Academy Pty Ltd

**Trading Name:** Australian Global Academy of Education (AGAE)

**TOID:** 41070

**Address:** Level 1 / 1926-1928 Sydney Road, Campbellfield VIC 3061

**Phone No.:** (03) 9357 5576.

**E-mail:** [admin@agaeducation.aom.au](mailto:admin@agaeducation.aom.au)

**W:** [www.agae.com.au](http://www.agae.com.au)

## TRAINING LOCATIONS

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### Training and Assessing: Scheduled, Supervised, and Supported Face-to-Face in AGAE Training Rooms

This will occur as training and assessing in the AGAE training rooms located at Level 1 / 1926-1928 Sydney Road, Campbellfield 3061 VIC Australia or 100,116,211 Pascoe Vale Road, Roxburg Park, VIC 3064.

Students are required to nominate an educational organisation which they can undertake their work placement. AGAE will provide students with a letter of introduction explaining work placement.

For all workplaces that agree the AGAE Assessor will undertake a site review and if suitable, AGAE will establish a written agreement with the workplace ensuring that the placement can occur and that all facilities, resources, and equipment will be available.

For students who cannot nominate a workplace or for whom the nominated workplace is not suitable AGAE will assist the student to locate a further workplace.

There is plenty of parking available out the front of the building. There are places nearby for students to go during lunch breaks.

### Unscheduled Self Study

The unscheduled but supported self-study requirement, which is in addition to the scheduled training and assessing, may occur both off and on AGAE premises but outside of scheduled training room and vocational placement hours.

## SELECTION AND ENROLMENT

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AGAE accepts enrolments from all students who meet the entry requirements published in the Course Outlines.

To enrol in a course, you must complete an Application to Enrol Form online and return it to our Head Office address Level 1, 1926-1928 Sydney Road, Campbellfield, VIC 3061 or email to [admin@agae.com.au](mailto:admin@agae.com.au)

Or please contact our office on (03) 9357 5576

If you have completed a relevant previous study and would like to apply for Credit Transfers, please supply certified copies of your transcripts with your application form so that we can assess the credits you are eligible for. Please see the below section on Credit Transfers for more information.

Once you have completed your application form and have copies of your transcripts if applicable, please send it all together to our head office.

Once we have confirmed your initial suitability for the course based on the information you provide on your Application to Enrol Form, we will invite you to attend an interview with our trainer.

At this interview, students will be assessed to ensure they have an appropriate level of language, literacy, and numeracy (LLN) skills to ensure they are able to complete assignments, reading, and self-paced learning activities effectively. To establish this requirement, candidates will be required to a brief LLN assessment with required ACSF levels for the five core skills of learning, reading, writing, oral communication, and numeracy prior to entry into the course to determine their current skills levels.

Should a potential student be able to produce evidence that they hold an equivalent or higher level ACSF qualification, AGAE will accept this evidence and the student will not be required to undertake an LLN pre-enrolment assessment.

If the interview is successful, you will receive a Letter of Offer within 5 working days, which will advise you of the next start date. It will also include a Student Agreement that sets out the terms and conditions of your enrolment and all the details of the course that you are enrolling in, along with a tax invoice with the amounts and timing for payments. You will need to sign and return the agreement and pay your deposit so that your enrolment is confirmed.

### **AGAE Target Entry Requirements**

Must be 18 years or older as underage students are not trained by this organisation.

Applicants need to have the mental, emotional, and physical capability and willingness to work with strong determination toward completing their course. Applicants must identify any issues including mental, emotional, and physical issues of relevance to the occupation and training at the time of registration.

## **UNIQUE STUDENT IDENTIFIER (USI)**

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All students are required to obtain a Unique Student Identifier (USI) prior to enrolment or provide evidence of exemption from obtaining a USI.

A candidate can obtain a USI by visiting the following website to create a USI number:

<https://www.usi.gov.au/students/create-your-usi> or

if a student has already previously obtained a USI number but does not know it, they can go to the following website to obtain their USI: <https://www.usi.gov.au/faqs/i-have-forgotten-my-usi>

Students can also sign a Unique Student Identifier (USI) Consent Form to allow AGAE to search or create a USI number on their behalf.

AGAE will not issue an AQF qualification if the student fails to adhere to this requirement.

## **CREDIT TRANSFERS**

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Under recognition arrangements, any existing qualifications or statements of attainment that you have from another RTO and that directly match the units in the course you are enrolling in will result in credit transfer towards your course, saving you both time and money. All you need to do is to indicate on your Application for Enrolment Form that you wish to apply for credit transfer and provide a certified copy of your qualification including a record of results or your statement of attainment. There is no charge for this service.

You can also receive credit transfer which will be awarded for qualifications or statements of attainment that include unit/s that are not a direct match but align with the content from the units within the course that you are applying for. For example, some qualifications or statements of attainment may contain units that are from an older version of a Training Package but the content is considered equivalent. Students should indicate on the enrolment form that they are seeking credit transfer and provide certified copies of qualifications, including a record of results or a statement of attainment. There is also no charge for credit transfer.

## RECOGNITION OF PRIOR LEARNING (RPL)

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Recognition of Prior Learning (RPL) means that you can get course credit for the skills and knowledge that you have gained through your work and life experience, as well as training that you have completed that is outside formal training arrangements.

AGAE 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 choose to apply for RPL, you will be provided with a kit that will assist you in deciding whether you want to apply for RPL and that helps you to collect all of the evidence you will need to provide in order for us to assess your application. A trainer/assessor will also be available to assist you. Fees are applicable for recognition of prior learning and you will be advised of these fees on contacting us about an application for RPL.

For more information about submitting an application for RPL, contact us on (03) 9357 5576 or email to [admin@agae.com.au](mailto:admin@agae.com.au)

## COURSE INDUCTION

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On the first day of your course, you will be provided with an induction to your course. The induction will provide you with specific details about your course study requirements, important dates, and will be an opportunity to meet your trainer and the other students in your course.

The induction will also provide you with important information about health and safety requirements including emergency evacuation procedures and incident reporting (see the section in this handbook on health and safety), as well as a range of other important matters relating to your rights and responsibilities as a student.

The induction also provides an opportunity for you to ask questions.

At your induction, you will receive your first set of textbooks too so that you can start on your learning journey.

General housekeeping arrangements are also discussed as stated in the section below.

## STUDENT EXPECTATIONS AND GENERAL HOUSEKEEPING

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As a student with AGAE, we expect a certain standard of behaviour from you that includes:

- Being committed and motivated with regard to your learning
- Demonstrating a positive attitude to learning
- Contribute positively to discussions and activities in the classroom
- Ensuring you ask questions where you are unsure
- Treating others with fairness and respect
- Punctuality – arriving at training and returning from breaks on time.

Our housekeeping rules include:

- Switching off your mobile during classes.
- Leaving the training room neat and tidy – pick up any rubbish and put your chair back in place.
- Please don't bring children along to classes. It is expected you have child care arrangements in place.
- You must not be under the influence of alcohol or drugs when you come to classes or go on work placement.

- No smoking on the premises.
- If you are unable to attend, telephone us at least an hour before class to let us know that you will be absent.
- Ensure you are quiet in designated study areas.

If you do not follow the above conduct requirements and housekeeping rules, you may be subject to disciplinary action such as suspension or a requirement to follow a disciplinary action plan.

All students must comply with our Student Code of Conduct as follows.

## STUDENT CODE OF CONDUCT

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### Students' Rights

All students have the right to:

- Be treated fairly and with respect by all students and staff.
- Not be harassed, victimized, or discriminated against on any basis.
- Learn in a supportive environment which is free from harassment, discrimination, and victimization.
- Learn in a healthy and safe environment where the risks to personal health and safety are managed and minimized.
- Have their personal details and records kept private and secure according to our Information Privacy Policy.
- Access the information AGAE holds about them, including those about participation and progress.
- Have their complaints dealt with fairly, promptly, confidentially, and without retribution.
- Make appeals about procedural and assessment decisions.
- Receive training, assessment, and support services that meet their individual needs.
- Be given clear and accurate information about their course, training, and assessment arrangements and their progress.
- Access the support they need to effectively participate in their training program.
- Provide feedback to AGAE on the client services, training, assessment, and support services they receive.
- Be made aware of the legislation that impacts them due to their participation in vocational education and training.

### Students' Responsibilities

All students, throughout their training and involvement with AGAE, are expected to:

- Treat all people with fairness and respect and not do anything that could offend, embarrass, or threaten others.
- Not harass, victimize, discriminate against, or disrupt others.
- Treat all others and their property with respect.
- Respect the opinions and backgrounds of others.
- Follow all safety policies and procedures as directed by staff.
- Report any perceived safety risks as they become known.
- Not bring into any premises being used for training purposes, any articles or items that may threaten the safety of self or others.
- Notify us if any of their personal or contact details change.

- Provide relevant and accurate information to AGAE in a timely manner.
- Approach their course with due personal commitment and integrity.
- Complete all assessment tasks, learning activities, and assignments honestly and without plagiarism or collusion with other students.
- Hand in all assessment tasks, assignments, and other evidence of their work with a completed and signed cover sheet.
- Progress steadily through their course in line with the timetable.
- Attend all classes unless there are exceptional circumstances such as illness or bereavement.
- Maintain a minimum of 80% of attendance for all the classes and throughout the course training.
- Prepare appropriately for all assessment tasks, visits, and training sessions.
- Notify their trainer if any difficulties arise as part of their involvement in the course.
- Notify their workplace and their trainer if they are unable to attend an organised work placement shift.
- Make payments for their course in line with the payment schedule.
- Comply with state and commonwealth legislation during their participation in vocational education and training.

## YOUR COURSE AND ASSESSMENT

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The training and assessment offered by AGAE focuses on providing you with the knowledge and skills required to be able to work to the standards expected in the workplace. This is known as competency-based training and assessment. Each of the components of your course is a “unit of competency” and AGAE has grouped some of these units of competency into subject areas so that similar units can be studied alongside each other. Each subject will include either one or a number of units of competency.

Each unit of competency is linked to specific skills and knowledge required in the workplace such as communication, health and safety, behaviour guidance, child development, professional practice, service management, and so on.

The courses delivered by AGAE are class-based (face-to-face) courses that require students to attend classes regularly according to a set timetable and also complete a set number of hours of work placement in an early childhood setting. Students will be visited at the workplace during the work placement on a number of times for on-the-job assessment.

For each unit/subject, students will be provided with a number of assessment tasks that they are required to complete in order to be marked as Competent for each unit/subject. Assessment requirements vary between unit/subject but generally, students may be required to:

- Respond to a range of short answer questions
- Complete projects such as creating a menu, developing and implementing experiences for children, designing curriculum, reflecting on professional practices, and so on.
- Collect documents or conduct research while on placement
- Reflect on experiences that happen while on work placement

Most units/subjects, also require a supervisor from the work placement to confirm the student can perform appropriately on the job. Additionally, many units/subjects require the confirmation of workplace skills by your assessor. Your assessor will visit you while on placement to assess these skills.

Detailed instructions are provided about assessment requirements at the start of each unit/subject and your assessor can also assist you with any questions you have in relation to completing your assessments.

Each task will be assessed as either Satisfactory (S) or Not Satisfactory (NS) and you will need to achieve a satisfactory outcome for all tasks that relate to a unit in order to achieve an overall outcome of Competent for a unit.

If you are found Not Satisfactory for an assessment task, your assessor will give you feedback and provide additional support to you if required so that you can resubmit your assessment. Students are only required to resubmit those aspects of an assessment task in which they were found to be Not Satisfactory. Students have the opportunity to submit a task up to two times. If after the second attempt you have not achieved a satisfactory outcome, you will be required to re-enrol in the units/subjects and an additional fee will be incurred. You may be required to attend classes again however an individual plan will be tailored for you. Re-enrolment will incur an additional fee based on the course fee at the time of re-enrolment pro-rated for the number of units required.

A Not Yet Competent outcome is recorded against any units/subjects that have been attempted but not yet assessed as Satisfactory for every task until all tasks have been recorded as Satisfactory.

If you do not agree with any assessment decision, you can lodge an assessment appeal as described in our Complaints and Appeals section in this Handbook.

## REASONABLE ADJUSTMENT

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Based on disclosed disability by the applicant on the enrolment form, reasonable adjustments will be made to the usual process, environment and practices required to complete the training. These reasonable adjustments will be made which are justifiable to the applicant as well as AGAE.

AGAE reserves the right to cancel registrations (without refund) if it is revealed during training that the student had a pre-existing circumstance, issue, or condition rendering them incapable to work towards their training – and they have not indicated this on their enrolment form.

If however, such a situation develops during training where the applicant cannot meet the inherent requirements of the course, even with the reasonable adjustments made by AGAE then AGAE will assist the student by suspending or deferring training (at no cost to the student) for a period of 1 year until the condition or situation improves rendering the student capable to continue.

Some students may need modifications to assessments such as those outlined below – this is called a reasonable adjustment.

Reasonable adjustment can involve:

- Making training resources and methods accessible e.g. providing learning materials on different papers, or in a larger font, etc.
- 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
- Providing ergonomic chair/desk
- Making use of assistive technology
- Provide an Auslan Interpreter
- Other reasonable adjustments

Talk to your trainer if you think you need reasonable adjustments.

## STUDENT PLAGIARISM, CHEATING, AND COLLUSION

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AGAE 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 acknowledgments of all texts and resource materials used in the development of the work.

When you submit your assessments, you will be required to submit them with an Assessment Task Cover Sheet that requires you to sign a declaration that the work provided is your own and that you have not cheated or plagiarised or colluded with another student/s.

Where a student is suspected of plagiarising, cheating, or colluding, AGAE will take the necessary steps to detect if plagiarism, cheating, or colluding has occurred by comparing assignments to that of other students for similarity, considering the written work of a student to the trainer's knowledge of the student's practical work and participation in class, ensuring practical assessment of the student coincides with what they have submitted in written work.

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 re-sit the assessment.

## WORK PLACEMENT

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All students will be required to participate in a work placement during their course. AGAE will arrange the required minimum work placement dependent on the course. During placement, students will be visited by their trainer/assessor for on-the-job assessment and students will be supported in the placement by a workplace supervisor.

Students are able to complete all of their hours at one centre, or they can complete a variety of placements at a number of services. It is important that work placement is regular throughout the course and not left to the end, as many of the assessment tasks require the student to complete tasks or research in the workplace.

Students must have a current child clearance (Working with Children Check) and police check prior to starting work placement.

Prior to commencing any work placement, the workplace and you, the student, will be required to sign a Practical Placement Agreement which outlines the expectations of the student and the workplace.

Generally, during a work placement, the student will be required to:

- Ensure they work safely in line with organisational policies and procedures
- Undertake tasks under supervision at all times ensuring these are within their abilities and training
- Notify their Supervisor if tasks are outside their skill/knowledge level or if they are having any issues with a task
- Advise their Supervisor of upcoming visits from their trainer/assessor
- Record hours worked in their Workplace Hours Logbook and have them verified by their Supervisor
- Advise their trainer/assessor and the Supervisor if they will be absent from a scheduled workday at least 2 hours before it commences
- Advise their trainer/assessor if there are any changes to their details or workplace (a new agreement must be signed with each workplace)
- Notify their trainer/assessor if any difficulties or issues arise

Generally, a host workplace is expected to:

- Provide a safe working environment for the student
- Provide induction to the workplace and discuss work conditions
- Provide a job description for the student or advise AGAE if you require us to provide this
- Ensure the student is provided with adequate Supervision
- Allow AGAE trainers to conduct workplace visits in the workplace with the student
- Ensure the student is provided time and opportunity to complete tasks relevant to their course requirements (as outlined in the Supervisors Booklet)

Complete the Third Party Reports in the Supervisor's Booklet with details regarding skills the student has demonstrated throughout the work placement.

## STUDENT SUPPORT SERVICES

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We are committed to ensuring that you get all the support you need to be successful in your course. You may not have studied for a while or you might need help with study skills. You may also need assistance with skills such as reading, writing, and maths.

During the application and interview process we will work with you to identify any support you need and develop a plan for providing this support where we are able to.

Your support needs can also be discussed during the induction to your course or at any time with your trainer one-on-one.

Student support services that we are able to offer include:

- One on one support from our trainer before or after classes as required
- Phone and email support
- Additional makeup classes where there are a group of students that require this
- Access to computers (if request applied by the student), internet, and printing at AGAE
- Students can have access to the internet using their own equipment (laptops/tablets) and Students can also print their work for 20c per page.
- Arranged student study groups where you can meet up with your fellow students to get support
- Referral to relevant external support agencies as required – for example for assistance with written or spoken English if required, counselling, welfare, etc.
- Support with arranging your work placement

Contact us on (03) 9357 5576 to discuss your support needs.

## EXTERNAL SUPPORT AGENCIES

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The following external support agencies may be able to support students with a variety of needs during their studies.

### 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 the 1200 providers of courses in adult literacy and numeracy.

### **Centrelink**

Telephone: 131021

Website: [www.centrelink.gov.au](http://www.centrelink.gov.au)

You may be eligible for funding assistance if you receive one of the following:

- Pensioner Supplement Allowance
- AUSTUDY
- Youth Allowance

### **The Victorian Equal Opportunity & Human Rights Commission**

Telephone: (03) 9281 7100

Website: <http://www.equalopportunitycommission.vic.gov.au/home.asp>

The Commission can resolve individual complaints about discrimination, sexual harassment, and racial and religious vilification by offering a conciliation process that is confidential, impartial, free, and simple.

### **Legal Aid Victoria**

Telephone: 1800 677 402

Website: <http://www.legalaid.vic.gov.au>

Victoria Legal Aid helps people with their legal problems and focuses on helping and protecting the rights of socially and economically disadvantaged Victorians. It can provide assistance in the areas of criminal law, family law, and some civil law matters. Legal representation is subject to policy guidelines and means tests in most cases. They have lawyers in offices in most major metropolitan and country regions.

### **Disability Rights Victoria**

Telephone: 1800 462 480

Disability Rights Victoria is an advocacy organisation directed by people with a disability. They work with and on behalf of adults with a disability. They provide individual advocacy, information, and support to people with a disability via our network of advocates located across Victoria. This support may include making representation on behalf of individuals with a disability, helping individuals to advocate for themselves, or helping others to advocate for them.

### **Lifeline**

Telephone: 13 11 14

Anyone can call Lifeline. The 13 11 14 service offers a counselling service 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 might need telephone counselling, you can call about anything that might be troubling you.

### **Kids Help Line**

Telephone: 1800 55 1800

Website: [www.kidshelpline.com.au](http://www.kidshelpline.com.au)

If you're under 18 years of age you may consider contacting Kids Helpline which provides access to telephone, web, and email counselling.

## Reach Out

Website: [www.reachout.com.au](http://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.

## Hume City Council – Aboriginal Liason Officer

Telephone: 9205 2200

Website: [www.hume.vic.gov.au/Services\\_For\\_You/Other\\_Services/Indigenous\\_Peoples](http://www.hume.vic.gov.au/Services_For_You/Other_Services/Indigenous_Peoples)

The Hume City Council provides an Aboriginal liaison officer who assists community elders.

Aboriginal and Torres Strait Islander people who require support can contact this liaison officer to obtain support or be referred to an appropriate service.

## Victorian Aboriginal Health Service – Caring for the community

Telephone: 9419 3000 or 9403 3300

Website: [www.vaahs.org.au](http://www.vaahs.org.au)

This organisation addresses the specific needs of the Victorian Aboriginal & Torres Strait Islander communities.

## Other External Support Services

AGAE will refer students to support services on a case by case basis as required. These services include but are not limited to the following:

- Aboriginal support services
- Mental Health support services
- Family guidance and support services
- Family violence support services
- Financial support services

## LEGISLATION AND YOU

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As a student, you have both rights and responsibilities under Australian and state legislation.

Additionally, AGAE advises that it is your responsibility, as a student, to regularly check the AGAE website to be informed of any regulatory changes.

### Workplace Health and Safety

Under the Workplace Health and Safety Act 2011, AGAE must provide a safe environment for both staff and students, as well as providing information to staff and students in relation to health and safety and welfare. AGAE has policies and procedures in place to ensure your safety and on commencement of your course, you will be provided with information about health and safety.

As a student, you also have a responsibility to follow instructions and rules and to behave in ways that are safe and do not endanger the health and safety of others. Always ensure that you:

- Immediately report hazards to your trainer/assessor.
- Seek assistance from a member of staff if you become ill or injured on campus.

- Only assist another person who is ill or injured if it is safe to do so. If you're not sure, call on a member of staff for assistance.
- Complete an incident report as required.
- Ensure you are familiar with AGAE emergency evacuation procedures and in the case of an emergency, follow the instructions given to you.
- Do not leave bags or personal belongings lying around where someone else could trip over them.
- Do not smoke or drink alcohol on the premises.
- Observe basic hygiene practices such as hand washing before handling and eating food and leaving toilets and washbasins clean and tidy, etc.)

### Harassment, victimisation or bullying

AGAE is committed to providing all people with an environment free from all forms of harassment, victimisation, and bullying. AGAE will not tolerate any behaviour that harms, intimidates, threatens, victimises, offends, degrades, or humiliates another person.

Anti-discrimination law defines harassment as any form of behaviour that you do not want, that offends, humiliates, or intimidates you and that creates a hostile environment. Examples of harassment are making fun of someone, spreading rumours, offensive jokes, ignoring someone, etc.

Victimisation is where a person is treated unfairly because they have made a discrimination complaint.

Bullying is verbal, physical, social, or psychological abuse by a staff member or student. Bullying falls under health and safety legislation.

If you at any time feel that you are being harassed, victimised or bullied by a staff member or student, you should follow these steps:

- If you feel that you are being harassed, victimised or bullied, ideally you should tell the person that you don't like the behaviour and ask them to stop.
- However, if you are not comfortable doing this, you should lodge a complaint as per AGAE Complaints and Appeals procedure and detailed in this Handbook.

### Equal opportunity

The principles and practices adopted by AGAE aim to ensure, that current and prospective students, clients, and other stakeholders are treated fairly and equitably in their dealings with AGAE.

All people will be treated courteously and expeditiously throughout the process of enquiry, selection, and enrolment and throughout their participation in a course.

AGAE provides equity in access to the level of training and support required by each student. All students are supported in a manner that enables them to achieve their full potential and success in their training outcomes. All students are provided with opportunities to develop and successfully gain skills, knowledge, and experience through education and training.

### National VET Regulator Act 2011

As a student in Australia's vocational education and training (VET) sector, you should expect high-quality training in your area of interest, leading to a qualification that improves your prospects of gaining the job you want or provides a pathway to further study.

As a Registered Training Organisation registered with the Australian Skills Quality Authority, we are required to comply with the National VET Regulator Act 2011. This involves meeting a series of standards that ensure that the training and assessment and support services are provided to you in accordance with nationally mandated standards.

## Privacy Act

In collecting your personal information AGAE 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 the 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.

## Working with the Children's Act

The Working with Children Act 2005 outlines the process for assessing a person's suitability to work or volunteer with children, referring to this work as child-related work. A child is anyone under the age of 18 years old.

Working with Children (WWC) Check helps protect children from physical and sexual harm. The scheme aims to prevent those who pose a risk to children from working or volunteering with them.

All students will be required to have a Working with Children's Check before they start their work placement in an early childhood centre and all trainers/assessors that work with AGAE have their Working with Children's Check.

## Copyright Act

The Copyright Act protects any writer of textual materials, computer programs, compilations, artistic and dramatic works, publications, broadcasts, music, and sound recordings against copying of their original works. As students there are provisions in the act for you to use copyright material without permission providing the use is 'fair' and you reference the work appropriately.

## YOUR FEEDBACK

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Your feedback is important to us and assists in ensuring that our services meet your needs. Please help us by completing the surveys that are provided to you by your trainer/assessor throughout your course.

All students will be provided with a number of surveys throughout the course. It is a registration requirement that we collect feedback from our students and use it to bring about improvements. Please help us by providing us with constructive feedback as it will help us to continually enhance our courses.

Your workplace will also be asked for feedback about their involvement with our programs.

You are welcome to leave your feedback at any time by calling the office (03) 9357 5576.

## ACCESS TO YOUR RECORDS

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You may access or obtain a copy of the records that AGAE holds about you at any time. This includes personal information and records of participation and progress.

As a student, you will be provided with access to our online student portal which shows the current contact details we have on file for you, your current results, and your timetable and allows you to make a request for your details to be changed.

Please note the portal may take up to 10 business days for any recent results to be reflected.

If you want to access or obtain a copy of records held in your file, please make a request in writing to the CEO using the Access to Records Request Form. There is no charge to access your records.

Access to records may be provided by:

- Giving you access to view the file
- Providing copies of records held in a file
- Providing a copy of an up to date Statement of Attainment
- Other means necessary to grant access to current and up-to-date records.

Within 10 working days of receiving a request, we will either:

- Provide copies of the records you have requested – sent to your home address, or
- Advise you of the arrangements made for you to view your records at our office.

### Amendment to records

If a student considers the information that AGAE holds about them to be incorrect, incomplete, out of date, or misleading, they can request that the information be amended.

Where a record is found to be inaccurate, a correction will be made. Where a student requests that a record be amended because it is inaccurate but the record is found to be accurate, the details of the request for amendment will be noted on the record.

## FEES AND CHARGES

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### What are the fees for my course?

- You can find up to date fees and charges on each of our Course Outlines.
- Students and those seeking to enroll in a course with AGAE are advised of all fees and charges associated with a course, including course fees, administration fees, materials fees, and any other charges are on the relevant Course Outline, on AGAE's website.

### What do my fees include?

- Unless otherwise specified, course fees include the cost of all compulsory training – this includes your textbooks. Any optional textbooks and materials that may be recommended but not required for completion of the course are not included in course fees and will be an additional cost should the student wish to purchase such materials. Students will be required to provide their own stationery.

### Are there any additional fees?

- All course fees include up to two (2) opportunities of re-assessment should any part of an assessment be deemed Not Satisfactory. Where a student exhausts their attempts at a task, they may be required to re-enrol in the unit or cluster. This will attract an additional fee based on the course fee at the time of re-enrolment pro-rated for the number of units required.
- For reissuing a qualification testamurs, a record of results, or statement of attainment, an additional fee will be incurred at the rate of \$30 per document.
- If you lose your textbook, you will need to have it replaced for a cost of \$120 per textbook,

### When are my fees due?

- All students will be required to sign a Student Agreement at the time of enrolment which outlines the total course fees, payment terms, and schedule of payments applicable to their course. The Student Agreement is designed to provide clear and concise information to the student about applicable fees and charges, provide options for payment as well as outlining the terms and conditions of the enrolment.
- Fees are to be paid within fourteen (14) days of receipt of an invoice unless the payee has elected to pay according to a direct debit payment schedule which has been approved by AGAE. Typically, fees are paid upon enrolment however monthly, fortnightly or weekly instalments can be arranged.

### How can I pay my fees?

- You can pay by cash, direct transfer, cheque, or money order. Please make cheques payable to AGAE.

### Fees in advance

- AGAE collects fees in advance for services not yet provided to students at various intervals throughout a course and in accordance with the course's relevant payment schedule.
- To ensure the protection of fees paid in advance, AGAE will not accept payment of more than \$1,500 from each individual student prior to the commencement of a course.
- Following course commencement, AGAE requires payment of additional fees in advance but only such that at any given time, the total amount paid for services that are yet to be incurred by the student, does not exceed \$1,500 at any one time as part of the course instalment fees.

## REFUNDS

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Our refund policy is included in the agreement that you are required to sign to indicate acceptance of the offer of enrolment and all the terms and conditions specified.

All self-funded course fees include a non-refundable deposit as outlined on the Course Outline and Student Agreement, which must be paid to secure a student's place in the course. The deposit is non-refundable except in the instance where AGAE is required to cancel a course due to insufficient numbers or for other unforeseen circumstances.

Students who wish to withdraw from a course and wish to seek a refund or have the amount they owe on their fees reduced must apply to AGAE in writing, outlining the details and reason for their request. Students who have not completed a withdrawal form are not eligible for consideration of a refund or reduction in fees.

Eligibility for a refund will be assessed based on the services provided to the student and the costs incurred by AGAE in order to provide those services to the student.

The outcome of the refund assessment will be provided by written notice to the student's registered address, outlining the decision and reasons for the decision along with any applicable refund or adjustment notice.

AGAE adheres to the cooling-off period as specified according to Australian Consumer Law. Further details can be accessed in the next section of AGAE's Student Handbook which is also available on our website: [www.agae.com.au](http://www.agae.com.au)



## COOLING OFF PERIOD

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You have rights under the Australian Consumer Law when a salesperson approaches you at your front door, over the phone or in a public place. These protections apply to sales methods that are called 'unsolicited consumer agreements'. Please see the following for more information on your consumer rights: <https://www.accc.gov.au/consumers/contracts-agreements/entering-into-a-contract>.

A cooling-off period is available to ensure that you have had the opportunity to review the products you are purchasing to ensure the product is suitable and appropriate for your needs.

AGAE is compliant with Australian Consumer Laws, which gives prospective students the right to a cooling-off period applicable after entering into an agreement for the purchase of an AGAE training product.

The following are the ways consumers can become engaged with AGAE into a **consumer agreement**:

a. Unsolicited consumer agreement

An unsolicited consumer agreement transaction applies when you have not invited negotiations to purchase a training product provided by AGAE and been contacted by an AGAE representative uninvited by phone or in a place other than AGAE's place of business through a form of marketing.

Australian Consumer Law gives consumers who enter into an unsolicited contract the right to cancel the contract within a cooling-off period of **10 days**.

AGAE adheres to this requirement and affords this same cooling-off period to any unsolicited agreements made with prospective students. The cooling-off period will begin on the first business day after the agreement was made, which is the day the student confirms their enrolment application to AGAE in writing.

As per the Australian Consumer Laws, AGAE cannot accept or require any payment during the cooling-off period. If a student elects to make payment via a credit card or direct debit process, AGAE will ensure that no funds are debited until the day after the cooling-off period has expired.

If a prospective student elects to cancel their contract with AGAE during the cooling-off period, the Contract will be deemed void and null. However, the student is obligated to immediately return any materials that may have been supplied by AGAE.

b. Solicited consumer agreement

A solicited consumer agreement transaction applies where you have directly sought out information and invited negotiation to purchase a training product provided by AGAE. This occurs when a student contacts AGAE direct to express interest and with the intention to purchase a training product available.

In an effort of fairness, AGAE has applied a **5 days** cooling-off period to a solicited consumer agreement. This period gives prospective students the opportunity to review the terms and conditions of the product they are purchasing and to ensure that this product is suitable for their needs.

AGAE will not accept or require any payment during the cooling-off period. If a student elects to make payment via a credit card or direct debit process, AGAE will ensure that no funds are debited until the day after the cooling-off period has expired.

If a prospective student elects to cancel their contract with AGAE during the cooling-off period, the Contract will be deemed void and null. However, the student is obligated to immediately return any materials that may have been supplied by AGAE.

The cooling-off period will begin on the first business day after the agreement was made, which is the day the student confirms their enrolment application to AGAE in writing

## COMPLAINTS AND APPEALS

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Despite all efforts of AGAE to provide satisfactory services to its students, clients, and other persons, complaints and appeals may occasionally arise that require formal resolution.

Complaints and appeals may be made in relation to any of AGAE's services, activities, and decisions such as:

- the application and enrolment process
- the quality of training and assessment provided
- training and assessment matters, including student progress, assessment, and outcomes
- access to records
- decisions made by AGAE
- the way someone has been treated by either an AGAE representative or another student.

Complaints must be made with 30 calendar days of the incident or reason for complaint.

Appeals must be made within 30 calendar days of the original decision being made.

Any complaint or appeal lodged outside of the stated period will not be accepted by AGAE.

All formal complaints and appeals will be responded to efficiently to ensure an effective resolution within a reasonable timeframe, usually sixty (60) days or as soon as practicable. However in some cases, particularly if the matter is complex, the resolution may take longer.

Where a student chooses to access this policy and procedure, AGAE will maintain the student's enrolment while the complaints/appeals handling process is ongoing.

All parties are encouraged to approach matters with an open view and to attempt to resolve problems through discussion and conciliation.

Individuals are encouraged, wherever possible; to resolve concerns or difficulties directly with the person(s) concerned to deal with the issue before it becomes a formal complaint. AGAE's trainers and administration team are available to assist students to resolve their issues at this level.

### Lodging a complaint

1. Formal complaints may be made in writing using a written letter or the Complaints and Appeals Form addressed to the CEO of AGAE. When making a complaint, the complainant is asked to provide as much information as possible to enable AGAE to investigate appropriately and determine an appropriate solution. This should include:

- The issue – what happened and how it affected you.
  - Any evidence you have to support your complaint.
  - Details about the steps you have taken to resolve the issue.
  - Suggestions about how the matter might be resolved.
2. Complaints will be investigated by the CEO or their delegate and a proposed resolution provided in writing within sixty (60) calendar days or as soon as practicable. Additional information may be requested from the complainant and others involved with the issue as required.

### Internal appeal

1. Where a complainant is dissatisfied with the result or conduct of AGAE's procedures for the handling of a complaint, the complainant has the right to lodge an internal appeal of the decision. An appeal must be lodged within 30 calendar days of the decision being made and must be made in writing to the Management Team with a written letter or using the Complaints and Appeals Form.
2. An internal appeal will prompt the Management Team to review the decision made in response to the original complaint. The complainant may be asked to provide further information by phone, in writing, or in person.
3. AGAE acknowledges the need for an appropriate independent party to mediate where an appropriate outcome cannot be reached internally. Additionally, the complainant may request that an independent party be included in the appeals process. Upon request or the decision by AGAE that this is required, AGAE will organise an independent mediator to be included in the appeals process at its own cost.
4. The outcome of the internal appeal will be advised in writing within 60 calendar days or as soon as practicable.

### Lodging an appeal of an assessment decision

1. A request for an appeal of an assessment decision may be made in writing to the CEO providing reasons why the assessment appeal is being made. Assessment appeals must be made within 30 calendar days of the original assessment decision being made.
2. The CEO will decide whether the request for the appeal warrants a re-assessment of the work. If deemed necessary, the CEO will organise for the original assessment tasks to be assessed by an assessor independent from the original assessment decision.
5. Outcomes of an assessment appeal will be advised in writing within 60 calendar days or as soon as practicable.

### External complaints and appeals

1. Where the complainant remains dissatisfied with the outcome of AGAE's complaint and appeals process, the complainant can access an external complaints or appeals process at their own cost. Complainants must ensure they have accessed the internal processes first.
2. Complainants have a number of external complaint or appeal options including:
  - Consumer Affairs in your state
  - Administrative Appeals Tribunal (<http://www.aat.gov.au>)
  - AGAE's registering body: Australian Skills Quality Authority (ASQA). (<http://www.asqa.gov.au/complaints/making-a-complaint.html>)

Note: ASQA can only deal with complaints about:

- the information provided by an RTO about its course/s
- the delivery and assessment of training received
- the qualifications issued or to be issued

3. AGAE will provide complete cooperation with the organisation investigating the complaint/appeal and will be bound by the recommendations arising out of this process. The CEO will ensure that any recommendations made are implemented within 30 days of being notified of the recommendations.

#### **Non-limitation of policy**

The Complaints and Appeals Policy and procedure do not replace or modify those or any other responsibilities which may arise under other policies or under statute or any other law. Nothing in this policy and related procedure limits the rights of individuals to take action under Australia's Consumer Protection laws. Also, this policy does not circumscribe an individual's rights to pursue other legal remedies.

## **ISSUING OF QUALIFICATIONS AND STATEMENTS OF ATTAINMENT**

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On completion of your course and payment of final course fees, we will issue you with a qualification or statement of attainment within thirty (30) days. Qualifications will be accompanied by a record of results showing the units of competency achieved in the course. A record of results will only be provided with a statement of attainment where requested.

AGAE will also not issue an AQF qualification if the student fails to provide a valid USI.

AGAE reserves the right to withhold the issuance of qualifications until all fees related to the course the qualification relates to have been paid, except where AGAE is not permitted to do so by law.

Statements of Attainment will be issued to students who have partially completed a qualification due to withdrawal or who have completed single or groups of units of competency. Statements of attainment will be issued where all fees due have been paid, within thirty (30) days of being notified in writing of withdrawal, or completion of the enrolled units.

#### **Re-Issuing Statements and Qualifications**

Records of qualifications and statements of unit achievement are kept on record for a period of at least thirty (30) years. Students can request additional copies of their statement of attainment, a record of results, or qualification at any time for an additional charge of \$30.