

# WorkSafe Connect - Student Handbook

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## **INTRODUCTION AND WELCOME**

We would like to take this opportunity to welcome you to WorkSafe Connect.

Since 2006, WorkSafe Connect has worked with a large team of technically and practically strong service-focused safety and training professionals that are able to responsively service the unique demands of our students.

Our growth to date has been built on the back of an ongoing commitment to quality and service.

At WorkSafe Connect, we develop all of our training to meet industry and government regulation and strive to be a leader in the provision of high quality and industry relevant training solutions.

We have produced this handbook as a guide to the standards, processes and procedures that support you as a student with WorkSafe Connect.

Thank you again for choosing to work with WorkSafe Connect and we look forward to working with you moving forward.

## TRAINING LOCATIONS

With strategic training facilities in Brisbane and Townsville, WorkSafe Connect delivers the following services:

- Public short courses offered weekly in Brisbane and Townsville
- Public qualifications offered regularly in Brisbane and Townsville
- Public high-risk work courses offered regularly in Brisbane and Townsville
- Worksite courses – short courses, qualifications and high-risk work courses offered throughout Australia and Overseas

In Brisbane, WorkSafe Connect operates out of the Construction Training Centre (CTC) in Salisbury. With permanent training facilities coupled with access to CTC's dedicated high-risk training facilities, WorkSafe Connect is able to offer its training services in Australia's premier training centre with scope to offer our full range of short courses as well as high risk work licenses on site.

In Townsville, WorkSafe Connect has invested in its own standalone training facility in the central suburb of Garbutt. Featuring 5 dedicated training rooms and a custom high-risk training facility, WorkSafe Connect offers a range of short courses and high-risk work licenses on site.

Where specialist equipment is required, WorkSafe Connect has a range of alliances with equipment providers to ensure access to plant and machinery.

### WorkSafe Connect – Brisbane

Gate 2, Building 1  
Room 1.02 - Evans Deakin Room  
Construction Training Centre  
460-492 Beaudesert Road  
Salisbury  
Brisbane, QLD 4107

**Phone** – 07 3277 3282

**Hours** – 0700 – 1700 (Monday to Friday)

### WorkSafe Connect – Townsville

327 Bayswater Road  
Garbutt  
Townsville, QLD 4814

**Phone** – 07 4728 9866

**Hours** – 0700 – 1700 (Monday to Friday)

## **COURSE INFORMATION AND REQUIREMENTS**

WorkSafe Connect offers a variety of courses to help further our students' learning journey and to ensure that they have the knowledge and skills to ensure that they think safe, act safe and work safe.

For any courses that fall under the Queensland Government User Choice Program – please see Appendix II.

### **Entry requirements**

Some of our courses have entry requirements such as verifiable prior experience or previously held units of competency. Please see our website for further information regarding the entry requirements for each course.

### **Minimum Student Age**

We accept students who are 16 years and older.

### **Open Course Enrolments (i.e. public courses)**

WorkSafe Connect enrolls students into an open course once payment is made or for corporate clients, a purchase order is received. A student may register interest in a course and be tentatively booked, however the place in the course is not confirmed and until payment or a purchase order is received.

### **At Course Commencement**

On the day of course commencement, the student will be required to:

- Complete a Trainee Enrolment Form. This form requests contact details, USI number, regulatory data and includes privacy disclosures as well as acknowledgements. The information provided is subject to both WorkSafe Connect's and the Regulator's privacy policies.
- Complete a Learning Needs Evaluation Form. See 'Student Support' below for further information.

### **USI (Unique Student Identifier)**

- **Why a student needs a USI:** From 1 January 2015, WorkSafe Connect can be prevented from issuing students with a nationally recognised VET qualification or Statement of Attainment when they complete a course if they do not have a Unique Student Identifier (USI). In addition, WorkSafe Connect is required to include a student's USI in the data we submit to NCVER. If a student has not yet obtained a USI, they can apply for it directly at <https://www.usi.gov.au/students/create-your-usi/> on computer or mobile device.
- **If a student already has a USI:** A student may already have a USI if they have done any nationally recognised training, which could include training at work, completing a first aid course, getting a white card, or studying at a TAFE or training organisation. It is important to try to find out whether they already have a USI before attempting to create a new one. A student should not have more than one USI. To check if a student already has a USI, use the 'Forgotten USI' link on the USI website at <https://www.usi.gov.au/faws/i-have-forgotten-my-usi/>.
- **Application for a USI through WorkSafe Connect:** If a student would like WorkSafe Connect to apply for a USI on their behalf, they must authorise us to do so and have read the privacy information at <https://www.usi.gov.au/documents/privacy-notice-when-rto-applies-their-behalf>.

- A student must also provide their drivers licence details on the Trainee Enrolment Form so that WorkSafe Connect can apply for a USI on the student's behalf. By providing these details, they consent to the collection, use and disclosure of personal information (which may include sensitive information) pursuant to the information detailed at <https://www.usi.gov.au/documents/privacy-notice-when-rto-applies-their-behalf>.
- In accordance with section 11 of the Student Identifiers Act 2014, WorkSafe Connect will securely destroy personal information which we collect from students solely for the purpose of applying for a USI on their behalf as soon as practicable after we have made the application or the information is no longer needed for that purpose.

## **Certificates**

Once a student has successfully completed all assessment requirements for the unit of competency or a qualification, they will be issued with a Statement of Attainment or Qualification and Statement of Results from WorkSafe Connect within thirty (30) days providing all fees invoiced have been paid.

Should the student withdraw from a qualification, they will be issued with a Statement of Attainment for the units of competency successfully achieved providing all fees invoiced have been paid.

Certificates are released to students electronically upon successful completion of the course and a copy of this certificate may also be released to the employer if they have paid for the course.

## **First Aid**

In the event of a student requiring First Aid, a trainer or staff member will administer First Aid and complete an Incident Report Form. Should medication be required, students will be referred to a medical facility and if necessary, will be accompanied by a staff member. In the case of an emergency staff will call an ambulance and stay with the student until it arrives. WorkSafe Connect may also contact the student's employer if they have booked them into the course.

## **CONDITIONS OF ENGAGEMENT WITH WORKSAFE CONNECT**

### **Intellectual Property**

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

### **Non-Solicitation**

Students or employers agree that for a period of 12 months after the delivery of services, the student / employer client must not endeavour to entice away from WorkSafe Connect any current employee with the intent of offering that person employment similar to or in competition with the service offered by WorkSafe Connect.

### **Physical Risks Inherent in Training**

There may be physical tasks required to complete a course. While the trainer will stop the training or assessment if risk to participants or property is observed, the student acknowledges these physical tasks involve inherent risk that may result in damage to property or injury to participants (or death in rare cases). The student assumes full responsibility for any injury or damage that may result from their participation.

## **RESPONSIBILITIES**

### **WorkSafe Connect**

In accordance with obligations under the Standards for RTOs 2015, WorkSafe Connect will:

- Provide the training and assessment for the courses in which our students enrol and comply with the Standards for RTOs 2015 at all times;
- Issue AQF certification documentation to learners who have been assessed as meeting the requirements of the training product;
- Provide ongoing learning and assessment support as applicable to our students;
- Work with our students to ensure they have capability and capacity to complete their course;
- Treat all complaints and appeals with procedural fairness;
- Not disclose personal and confidential information on our students other than as required by the Standards for RTOs 2015, Data Provision Requirements and the requirements for reporting data to the National Centre for Vocational Education Research;
- Pay refunds in accordance with our refund policy and in accordance with consumer protection laws;
- Should WorkSafe Connect make the decision to cease operation as a registered training organisation we will work with another RTO to transfer the student's enrolment and to ensure that they can continue training. Prior to the transfer, the student will be issued with a Statement of Attainment for any units of competency completed to enable the destination RTO to apply credit;
- Should WorkSafe Connect be unable to provide the training agreed, we will transfer the student to a new course or offer a full refund of any payments made.

### **Students**

Students are responsible for:

- Ensuring they understand and accept the enrolment conditions for the courses they undertake including payment terms and conditions;
- Providing accurate information about themselves at the time of enrolment;
- Advising WorkSafe Connect should their address or contact details change. If a student fails to advise of an email address change, we cannot guarantee they will receive their qualification or statement of attainment;
- Payment of all fees and charges associated with their course in accordance with WorkSafe Connect's payment terms and conditions;
- Attending all required training and advising WorkSafe Connect if the student is unable to attend;
- Not cheating or plagiarising in course work / assessments submitted for assessment;
- Recognising the rights of staff and other students to be treated with dignity and fairness, and behaving in an appropriate and acceptable manner towards them;
- Ensuring that they are not affected by drugs, alcohol or other substances that will impact their ability to participate and may themselves and others in danger;
- Promptly reporting all incidents of harassment or injury to WorkSafe Connect;
- Respecting WorkSafe Connect's property and observing policy guidelines and instructions for the use of equipment;
- Reporting any hazards or unsafe practices to WorkSafe Connect.

## **ACCESS AND EQUITY**

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

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

We will ensure:

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

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

- National Vocational Education and Training Regulator Act
- Further Education and Training Act
- Age Discrimination Act
- Disability Discrimination Act
- Racial Discrimination Act
- Sex Discrimination Act
- Anti-Discrimination Act
- Work Health & Safety Act

## **STUDENT SUPPORT**

To maximise the opportunity for students to successfully complete their training, WorkSafe Connect will identify learning needs at course commencement to enable us to devise strategies to support learning throughout the course. This simple assessment occurs via completion of the Learning Needs Evaluation Form.

Support provided to students may include an adjustment to the way in which the training is delivered. Opportunities to provide support include:

- Additional tutorials
- Mentoring within the class
- Buddying within the class
- Modification of learning and assessment tasks to accommodate the unique cultural or personal needs of students (e.g. verbal assessment)

If a student requires specialist support that cannot be provided by WorkSafe Connect, the student will be referred to external services for assistance (the cost of which will be the responsibility of the student).

## COMPLAINTS POLICY

WorkSafe Connect is committed to the provision of quality training and assessment for all its students. We recognise that at times, a student may be dissatisfied with a product or service provided by us or products and services offered by third party organisations (including training and assessment, marketing, behaviour of trainers or other students within the class).

WorkSafe Connect endeavours to ensure that complaints lodged with us are resolved fairly and efficiently, and in accordance with the principles of natural justice. Our Complaints Policy is there to manage and respond to allegations involving:

- Conduct and behaviour of WorkSafe Connect, its trainers, assessors or other staff;
- Conduct and behaviour of a third-party organisations providing services on WorkSafe Connect's behalf, its trainers, assessors or other staff;
- Conduct, attitude and behaviour of students of WorkSafe Connect; and
- Implementation of policies and procedures of WorkSafe Connect.

WorkSafe Connect acknowledges that a student, who has a complaint, has the right to raise the complaint and expect that every effort will be made to resolve it in accordance with this policy, without prejudice or fear of reprisal or victimisation. WorkSafe Connect also encourages all students to attempt to resolve the complaint before submitting a formal complaint.

WorkSafe Connect will accept complaints from students in writing via email or letter addressed to WorkSafe Connect.

Clients should aim to submit their complaint as soon as is practicable after an incident has occurred. Upon receipt, we will acknowledge the complaint in writing to the email address or postal address nominated.

We will ensure that a full investigation is undertaken into all matters raised in the complaint and, where necessary, contact the student if further information is required. The student will also be provided with the opportunity to meet or discuss with WorkSafe Connect Management.

Upon completion of the investigation, WorkSafe Connect Management will advise the student of the outcome and any actions that have been taken to ensure that the incident does not re-occur. Correspondence will be sent within fourteen (14) days of the decision.

A student may request an independent third party to review the complaint if they are not satisfied with WorkSafe Connect's Management's decision. Any costs of any independent third-party review will be borne by the student.

If for any reason the student remains dissatisfied with the decision of WorkSafe Connect, the student can appeal (refer to the Appeals process in this Handbook). Following an appeal, if the student is still dissatisfied with the outcome, they should feel free to contact Australian Skills Quality Authority (ASQA).

## APPEALS POLICY

WorkSafe Connect endeavours to ensure that appeals lodged with us can be resolved, fairly and efficiently, in accordance with the principles of natural justice. Our Appeals Policy is there to manage and respond to appeals against decisions made by WorkSafe Connect including:

- Administrative decisions;
- Decisions made by assessors on the outcomes of assessment; and
- Appeals against assessment decisions of any parties providing training and assessment on behalf of WorkSafe Connect.

WorkSafe Connect acknowledges that a student who believes that they have been aggrieved by a decision made by WorkSafe Connect, can expect that every effort will be made to review it in accordance with this policy, without prejudice or fear of reprisal or victimisation. However, WorkSafe Connect also encourages all students to attempt to seek advice from and discuss with their trainer or another WorkSafe Connect representative before making the decision to submit a formal appeal.

WorkSafe Connect will accept appeals against decisions made by WorkSafe Connect including assessment outcome decisions in writing only (via email or letter addressed to WorkSafe Connect).

All appeals against decisions made by WorkSafe Connect or its representatives, including trainers and assessors, must be submitted within seven (7) days of the decision being made. Appeals submitted outside of this timeframe will not be considered. Further advice or further avenues in these situations must be sought from WorkSafe Connect Management.

Upon receipt, appeals will be acknowledged in writing to the email address or postal address nominated.

WorkSafe Connect Management will review the appeal in consultation with nominated staff and representatives of WorkSafe Connect to identify if the decision was fair or impacts negatively on the welfare or outcomes of students. In the case of appeals against assessment decisions, the original trainer will be consulted to identify if the decision was fair and in accordance with:

- Principles of assessment; and
- Rules of evidence.

Students will be provided with the opportunity to meet or discuss over the phone with WorkSafe Connect Management the appeal in further detail and to present further evidence to support the appeal.

Where it is agreed that the decision of WorkSafe Connect should be overturned, WorkSafe Connect Management will advise the student of the outcome and any actions that have been taken.

Where it is agreed that the assessment decision of the original assessor is to be overturned, the student will be advised in writing and offered a further opportunity for assessment at no cost to the student. Upon request of the student, WorkSafe Connect will engage a different assessor to conduct the re-assessment. Where this is not possible, the student may request to have another WorkSafe Connect representative present during the assessment.

Students will be advised of the outcome of the appeals within fourteen (14) days of the decision.

A student may request an independent third party to review the appeal if they are not satisfied with WorkSafe Connect's Management's decision. Any costs of any independent third-party review will be borne by the student.

If for any reason the student remains dissatisfied with the decision of WorkSafe Connect, the student is free to submit an appeal against this decision or make a formal complaint to the Australian Skills Quality Authority (ASQA).

Confidentiality will be maintained throughout the process of making and resolving complaints and appeals. WorkSafe Connect seeks to protect the rights and privacy of all involved and to facilitate the return to a comfortable and productive learning environment.

## **TRAINING, ASSESSMENT AND OTHER OUTCOMES**

### **Training and Assessment**

WorkSafe Connect is committed to providing the best possible learning environment for students to achieve their desired outcome. Therefore, WorkSafe Connect trainers will work with students to ensure that the needs of each student are met in accordance with their learning style.

The short courses, high risk licence courses and qualifications currently offered by WorkSafe Connect are offered via a combination of face to face learning and workplace learning.

WorkSafe Connect uses a range of assessment methods to support students in demonstrating competency. In most cases, assessment for each unit of competency consists of written theory assessments and practical tasks to be completed either as in-class work, onsite work or a combination of both.

Prior to assessment being conducted, all students are provided with information on and/or referred to:

- Where and when the assessment is to be conducted;
- How the assessment is to be conducted;
- The tasks to be completed;
- The evidence to be collected; and
- This Handbook regarding the appeals and complaints policy.

Assessment tasks are deemed either satisfactory or not satisfactory while units of competency are deemed competent or not yet competent. In order to be deemed competent for a unit of competency, a student must successfully complete all assessment tasks for that unit of competency, to a satisfactory level and to the standard that would normally be expected in the workplace.

Where an assessment has been deemed not satisfactory, feedback on the areas for improvement will be provided. If the student wishes to be re-assessed, they will need to attend a future course offering. The student is welcome to attend the assessment only session of the course (i.e. not the training element) but at the discretion of WorkSafe Connect Management, they may be charged a re-assessment fee. See the Fees and Charges Schedule for further information.

Where it's been identified that a student has specific learning difficulties, or a particular disability, assessment can be adjusted to suit their needs (providing reasonable adjustment does not alter the integrity of the unit of competency or render the assessment unsafe or in breach of legislation, regulation or other law). Reasonable adjustment will be applied by the trainer on a case by case basis. Students should speak to their trainer directly if they have any concerns in relation to an assessment method or task.

### **Assessment Results**

Students are notified of assessment results by their trainer at the end of the assessment event or assessment for each cluster of units.

No formal hard copy record of the student's assessment outcome will be provided following completion of the assessment. However, should the student require confirmation of successful completion of an assessment task, they can speak directly with their trainer or contact the WorkSafe Connect office. WorkSafe Connect will provide details of the achievements in assessment activities via email.

## **Credit for Prior Studies**

WorkSafe Connect may provide credit for training completed with another RTO. This may include units of competency that exist in the qualifications offered by WorkSafe Connect or units of competency that are equivalent to but do not have the same code and title. In these cases, a mapping exercise can be conducted to determine the extent to which the original unit of competency is equivalent to the destination unit of competency. This may incur a cost and will be advised to the student prior to any work being undertaken.

## **Recognition of Prior Learning (RPL)**

WorkSafe Connect provides a user-friendly, supportive, streamlined framework for the assessment and recognition of various types of prior competencies obtained by an individual through previous or current training, work experience and / or life experience.

The underlying principle of Recognition of Prior Learning (RPL) is that no student should be required to undertake a unit of study in a training session for which they are able to demonstrate satisfactory achievement of the required competency standard.

Should the student believe that they may be eligible for recognition or prior learning, please advise a WorkSafe Connect team member during the booking process – they will provide more detailed information.

## **Verification**

Prior to accepting a previously achieved statement of attainment or qualification, WorkSafe Connect will verify its authenticity. This verification process starts with a check on DET Connect (i.e. via the Department of Employment, Small Business and Training). If it appears on DET Connect, this is sufficient for WorkSafe Connect's purposes. If this information is not available on DET Connect, we will contact the issuing RTO, request a USI transcript or contact ASQA.

## **FEEDBACK AND CONTINUOUS IMPROVEMENT**

At the conclusion of training, the student will be provided with an evaluation form to provide WorkSafe Connect with feedback on the service provided and the quality of the training. The student may also receive the Commonwealth Government's Learner Engagement Survey to their email address. Neither of these forms are mandatory but we strongly encourage all students to complete them to assist us to improve the products and services that we provide.

The results of all surveys conducted by WorkSafe Connect will remain confidential and securely stored. The information provided will not be shared with anyone outside of WorkSafe Connect unless required by law and regulations.

## **CANCELLATION/WITHDRAWAL**

### **Cancelling an enrolment with WorkSafe Connect (cancelling prior to commencing a course)**

Cancellation of enrolment (via phone, email or in person) will be accepted up to and including the day before the course commences. Once the course has commenced, the student must withdraw from the course.

An employer who has booked a student into the course may also cancel the booking via phone or email.

The student and/or the person who made the booking will receive an email confirming cancellation from the course from WorkSafe Connect.

Refer to the Refund Policy for further information on entitlements to refunds or payment of course fees in the event of cancellation of enrolment.

### **Withdrawing from a course with WorkSafe Connect (withdrawing after course commencement)**

Withdrawal from a course will be accepted at any point after the course commences (via phone, email or in person).

If the student does not arrive for the course and we receive no notification to this effect, WorkSafe Connect will attempt to contact the student or the person made the booking.

An employer who has booked a student into the course may also advise of the withdrawal.

The student and/or the person who made the booking will receive an email confirming withdrawal from the course from WorkSafe Connect.

Refer to the Refund Policy for further information on entitlements to refunds or payment of course fees in the event of withdrawal from the course.

### **Withdrawal where evidence required for a course is not supplied**

Where a student has additional evidence they need to provide as part of the course requirements (for example, risk assessments, evidence of units of competency previously held), WorkSafe Connect will follow up twice with the student or their employer (via email and/or phone). If after 3 months this requested evidence is not provided, the student will be withdrawn from the course.

## **TRANSFER AND SUBSTITUTE ENROLMENT**

The number of transfers is limited to two (2) based on the original transaction. After this, any fees will be forfeited.

A substitute student may attend a course originally booked for another student without penalty if advised at least the day prior to course commencement.

## **ACCESS TO RECORDS**

WorkSafe Connect is committed to providing the student with accurate and current records of their participation in training. If at any point the student wishes to view their records or discuss their progress, the student should discuss this in the first instance with the trainer who can arrange to view the file.

To view or receive copies of records, the student will need to submit a written request via email or letter addressed to WorkSafe Connect. Should the student require hardcopies of any documents, there may be a cost incurred for printing / copying which will be advised ahead of time.

WorkSafe Connect will not allow third party access to any of the students records without their permission. Should a third-party request such permission, WorkSafe Connect will contact the student and request that they provide confirmation in writing including the name and contact details of the third party.

Once written permission is received and the third party is adequately identified, a copy of the student's records will be released. The release of the information will be documented and kept on the student's file for future reference.

It should be noted that students will not be able to take copies of written assessment i.e. exams or tests. The reason for this is that the release of these may inadvertently enable colleagues of students, or future students, to access assessments they may yet have to complete.

## **FEES AND CHARGES**

### **All Students & Clients**

All fees are to be paid at the time of booking, except for corporate clients who are approved creditors with WorkSafe Connect (see below for further information).

There is no GST charged for accredited courses (i.e. where a student achieves a statement of attainment or qualification). Where a student is attending a non-accredited course (for example, an awareness course and they receive a statement of completion), GST is required to be charged.

The preferable payment methods are credit card or direct deposit. Cash is accepted however WorkSafe Connect requests that the exact amount is given as limited cash is kept on the premises and providing change may be difficult.

All course fees include all facilities, resources and administration charges applicable to each course. Where WorkSafe Connect needs to charge a further fee, these will be advised at the time of booking.

Changes to fees will be advised to students once these changes become known. Any changes to fees should not impact those students that are already enrolled in a course or qualification.

Note – for any courses that fall under the Queensland Government User Choice Program – please see Appendix II. Also refer to the WorkSafe Connect Fees and Charges Schedule for detailed information on all our fees and charges.

### **Individuals Only**

For individual students (i.e. excluding corporate students) – where an individual course exceeds \$1,500, WorkSafe Connect will accept payment of no more than \$1,500 per student prior to course commencement. At course completion, the balance of fees will be invoiced and payable. Failure to make payments may result in suspension of services.

### **Approved Creditors (Corporate Clients Only)**

Corporate clients may apply for a credit account with WorkSafe Connect by completing a Credit Application Form. Once approved, WorkSafe Connect's standard terms are 30 days from course comment date (unless otherwise agreed).

## **REFUNDS**

Note – for any courses that fall under the Queensland Government User Choice Program – please see Appendix II.

### **Refunds on open courses (as advertised on our website)**

- Full refund if the student (or their employer) provides notice of cancellation at least the day before course commencement.
- 50% refund if the student (or their employer) cancels or withdraws on the day of course commencement.
- Nil refund if no notification of withdrawal is received by close of business on the first day of course commencement.

### **Refunds on client courses (applicable to corporate clients only)**

- Once a purchase order has been received, the corporate client effectively authorises WSC to make the necessary travel and equipment bookings as applicable. Should the corporate client cancel or amend the training / assessment, all fees incurred by WSC from external parties will be charged to the corporate client.
- Subject to the above, should a corporate client need to cancel a course for which a purchase order has been received or payment has been made, 25% of the total agreed course fee is payable if cancellation occurs within 5 business days of course commencement, 50% is payable if cancellation occurs within 3 business days of course commencement and full course fees are due if cancellation is received on the day of course commencement.

### **Applicable to all refunds**

- Refunds will be processed via the most convenient way for WorkSafe Connect. This will usually be via the original method of payment.
- Once approved, refunds will be processed within 7 business days.
- A refund can be arranged in the case of sickness or bereavement, however WorkSafe Connect reserves the right to ask for proof.
- WorkSafe Connect reserves the right to cancel a course for various reasons (e.g. natural disaster, staff sickness / unavailability, lack of participant numbers etc.). WorkSafe Connect will endeavour to notify attendees of any cancellation as soon as possible. WorkSafe Connect will attempt to reschedule or provide a refund.

## **ACADEMIC MISCONDUCT AND PLAGIARISM POLICY**

Academic misconduct or plagiarism occurs when a student reproduces someone else's words, ideas, or findings and present them as their own without proper acknowledgment. It includes attempts by students to cheat or act dishonestly in an examination, test, assignment, essay, or any other assessment task.

There are many forms of academic misconduct or plagiarism, including the following:

- Direct copying of sentences, paragraphs or other extracts from someone else's published work (including on the Internet and in software) without acknowledging the source;
- Paraphrasing someone else's words without acknowledging the source;
- Using facts and information derived from a source without acknowledging the source;
- Using ideas directly derived from an identifiable author without acknowledging the source;
- Producing assignments that should be their own independent work in collaboration with and/or using the work of other people (e.g. a student or tutor);
- Using the work of other members of a group project without acknowledging who contributed the work;
- Copying from another student's and / or their work;
- Submitting someone else's work as their own;
- Using a diagram from another text or the Internet as a basis for their diagram without acknowledging the source;
- Taking statistics from another source and using them in a new table or figure without acknowledgement;
- Buying an essay from the Internet or another student and submitting it as their own work;
- Making up fake quotes or sources.

Students who are found cheating or guilty of plagiarism in any form of assessment will be deemed not yet competent for the relevant unit of competency on confirmation of the breach. All confirmed cases of cheating or plagiarism are recorded on the student's file. Students will be disciplined as per the Student Disciplinary Policy.

Students found cheating will receive a formal written warning from WorkSafe Connect Management advising that a second breach will result in the student being asked to leave the course with no refund. The student's employer may also be notified if they have booked the student into the course.

## **STUDENT DISCIPLINARY POLICY**

The student disciplinary policy exists for the proper management of disciplinary issues.

The policy is designed to ensure fairness and objectivity and its primary function is not intended as a form of punishment but as a means of providing students with the opportunity to correct or modify their behaviour.

WorkSafe Connect seeks to promote an environment in which students develop a positive and responsible attitude toward fellow students, staff and the general work / learning environment.

When a student's behaviour conflicts with the values of WorkSafe Connect and/or the Workplace Health and Safety Policy, disciplinary action will be taken according to the following process:

1. Initially, the trainer will discuss the behaviour in question with the student(s) and add a note to the student's file.
2. If the behaviour continues to be unacceptable, the trainer will arrange a meeting with WorkSafe Connect Management, or their delegate to discuss the issue.
  - Details of all disciplinary warnings and/or interviews will be recorded against the student's file.
3. If necessary, an action plan may be implemented for the student to abide by in cases deemed necessary by WorkSafe Connect Management, or their delegate.
4. Further disciplinary problems will be addressed by WorkSafe Connect Management, or their delegate, in consultation with the trainer.
5. An official warning letter will be issued by WorkSafe Connect Management, or their delegate.

WorkSafe Connect reserves the right to expel a student immediately depending upon the seriousness of the misconduct or in cases where the conduct of a student breaches Work Health and Safety legislation or the student puts at risk the safety or health of themselves, students or staff of WorkSafe Connect.

## **WORK HEALTH AND SAFETY POLICY**

The purpose of this policy is to outline the process of assisting all staff and students to meet and comply with the Work Health and Safety Act.

Management has overall responsibility to ensure that the processes outlined in this policy are conducted in accordance with procedures and relevant legislative provisions. Trainers are responsible for ensuring Work Health and Safety requirements are met in their own training and work areas.

It is the policy of WorkSafe Connect, that all staff work in areas which are safe and physically suitable through meeting the requirements of the Work Health & Safety Act (other legislation relevant to that circumstance (e.g. Coal Mining Act)). In doing so, students will be given instruction in venues which also meet the requirements of the Act.

Through education, hazards to health and safety for staff and students will be eliminated or, where this is not practicable, will be managed to prevent injury, illness and death.

### **Information/Education**

- WorkSafe Connect inform and regularly communicate with trainers to assist in understanding and complying with legislative requirements.

### **Hazards**

- Identified hazards (workplace and equipment) are to be addressed immediately (where practicable).
- Any hazards which are not addressed are to be evaluated in terms of risk in meeting the Work Health and Safety legislation and the Standards for Registered Training Organisations 2015, and if significant, be reported to WorkSafe Connect Management.
- Address hazards where possible, and report to WorkSafe Connect Management any outstanding hazards.
- WorkSafe Connect Management is to ensure hazards to staff, trainers and students are addressed and if required, the course is to be suspended until such time as the hazard is addressed.

### **Accidents/Incidents**

- Should an accident or incident occur (including near misses), the accident is to be reported to WorkSafe Connect Management for appropriate action.
- WorkSafe Connect Management will investigate the accident or incident to report and where possible identify and eliminate the potential for further accidents or incidents.
- WorkSafe Connect Management to ensure that all medium or high-risk accidents or incidents are investigated and all potential for further accidents or incidents are eliminated where possible.

## **PRIVACY AND CONFIDENTIALITY**

This policy applies to all individuals who provide personal information to WorkSafe Connect for the primary purpose of education delivery and associated government requirements and is interpreted to conform to the requirements of the Privacy Amendments Act 2012 and the Privacy Regulations 2013.

### **Collection and Use of Information**

The information that an individual provides to WorkSafe Connect may be shared with the Commonwealth, State Governments and designated bodies only as required by legislation, including the Data Provision Requirements of the VET Quality Framework.

Some sensitive information (i.e. health, LL&N levels) is required to help our duty of care to students and staff with all information being solicited for the intended purpose. We do not receive unsolicited information. Anonymity of, and use of pseudonymity by, the individual is not permitted as it is impracticable for WorkSafe Connect to deal with individuals who have not identified themselves or who have used a pseudonym.

WorkSafe Connect will not disclose an individual's personal information to an individual or an organisation other than:

- As required by legislation;
- Where written consent has been provided by the individual to disclose personal information to another person;
- WorkSafe Connect believes there are reasonable grounds that the disclosure is necessary to prevent or lessen a serious and imminent threat to the life or health of the individual or of another person;
- The disclosure is reasonably necessary for the enforcement of the criminal law or of a law imposing a pecuniary penalty;
- For the purpose of the protection of the public revenue.

### **Australian Privacy Principles**

WorkSafe Connect adheres to the requirements of the 13 Australian Privacy Principles from Schedule 1 of the Privacy Amendment Act 2012. A copy of this can be downloaded from [www.oaic.gov.au](http://www.oaic.gov.au) being the site of the Office of the Australian Information Commissioner. All information is held in individual student files as electronic files. Staff information is held by WorkSafe Connect Management. Refer to the Records Management Policy for more information.

### **USI**

USI legislation requires that we keep all records concerning a USI protected from misuse, interference and loss, unauthorised access, modification and disclosure. It also provides for the Australian Information Commissioner to investigate any breach of the USI confidentially initiate as if it is an interference with the privacy of an individual for the purpose of the Commonwealth Privacy Act. A USI must not be used for any purpose other than those specifically allowed under the legislation.

### **Data Provision Requirements**

We collect information that is needed under the VET Quality Framework. This data includes but is not limited to Total VET activity data (AVETMISS), reported to NCVET and the Quality Indicator data (report to ASQA).

For more information visit the <http://www.oaic.gov.au/>

## **APPENDIX I – FEES & CHARGES SCHEDULE**

### **Open Courses**

WorkSafe Connect offers training and assessment services in both an open course and client course format. The prices for open courses are available on the website and are subject to change: [www.worksafeconnect.com](http://www.worksafeconnect.com).

### **Quotes and Proposals**

Quotes and/or proposals are provided for client specific courses and programs. Quotes are valid for 30 days from the date of issue.

### **Discounts**

WorkSafe Connect offers students who have completed an open course a returning student discount on future courses with WorkSafe Connect. Following completion of a course, each student receives an email with a discount code which can be used when booking future courses either over the phone or online.

### **Reprint (incl. postage) of paper-based certificates and wallet cards**

This incurs a fee of \$20 (incl. GST).

### **Re-Assessment Fee**

Where an assessment has been deemed not satisfactory and a student (or their employer) wishes to be re-assessed, they will need to attend a future course offering. The student may attend the assessment only session of the course (i.e. not the training element) and they may be charged a proportionate re-assessment fee. Any fee will be advised prior to re-assessment.

### **White Card Replacement Fee**

Replacement fees are as follows:

- \$30 fee (incl. GST) if WorkSafe Connect issued the statement of attainment
- \$50 fee (incl. GST) if another RTO issued the statement of attainment

### **User Choice Program**

For any courses that fall under the Queensland Government User Choice Program – please see Appendix II.

## **APPENDIX II – QUEENSLAND GOVERNMENT SUBSIDISED TRAINING – USER CHOICE**

WorkSafe Connect is authorised as a pre-qualified supplier by the Queensland Government Department of Employment, Small Business and Training (DESBT) to deliver funded training under the User Choice 2017-20 program.

Through the User Choice program, the government contributes towards the cost of training for eligible Queensland trainees.

WorkSafe Connect offers User Choice funded programs to employer groups only (it is not offered on an individual basis).

### **Existing Workers**

To enter into a contract agreement, trainees may be new or existing workers employed full-time or part-time (working a minimum of 30 hours per fortnight). A casual employee is not eligible for funding.

Existing workers are eligible for User Choice Funding only when undertaking a Priority One qualification, irrespective of whether they belong to a priority population group. Workers are considered as existing after they have been employed for more than three (3) months full-time or 12 month part-time.

Trainees can only receive one (1) Government contribution for a User Choice funded qualification at any single point in time. For example, a student cannot be funded to undertake two (2) traineeships at the same time.

### **Student Contribution Fee**

The Student Contribution Fee is payable by the student however WorkSafe Connect may enter an agreement with the employer so that the employer pays the student contribution fee on the student's behalf. An agreement will be signed by both the employer and WorkSafe Connect which confirms the student contribution fees under the User Choice Program will be paid by the employer on behalf of each of their employees in the program.

WorkSafe Connect is obligated to collect a student contribution fee which is calculated at \$1.60 (or as otherwise specified by DESBT) per nominal hour for each unit of competency delivered. The total fee will vary according to the range of units selected within each traineeship qualification framework.

There are a number of exemptions that may apply in calculating the contribution fee relevant to each student.

Students are partially exempt when:

- They are under the age of 17 at the end of February in the year of training commencement and have not completed year 12 (a birth certificate or passport is acceptable evidence to verify this); or
- They hold a health care or pensioner concession card or is a partner or dependent named on the card of a person who holds a card (a copy of the concession card with the student's name listed or correspondence showing the student's entitlement to the concession from Centrelink or Federal Department of Human Services is acceptable evidence to verify this); or
- A person of Aboriginal or Torres Strait Islander descent (information provided on the Trainee Enrolment Form is acceptable evidence to verify this).

Student contribution fees are discounted by 60% under this partial exemption.

Full exemptions for student contribution fees may apply under the following conditions:

- Where credit transfer is awarded for a unit (previous qualification or statement of attainment certificates is acceptable evidence to verify this); or

- Where the participant is a school-based trainee (information provided on DET Connect is acceptable evidence to verify this); or
- Where the participant commences a traineeship within 12 months of graduating year 12 (proof the student graduated from Year 12 in Queensland within 12 months is acceptable evidence to verify this);
- A school-based participant who has graduated Year 12 and converted to either a full—time or part-time traineeship (copy of the Senior Statement issued by the QCAA is acceptable evidence to verify this);

Note, there is also an exemption that applies if the fee would cause extreme financial hardship for the participant. Where the employer is paying the student contribution fee on behalf of the student, this exemption is not relevant.

## Arrangements regarding Student Contribution Fee Payments and Refunds

The student contribution fee is estimated at the beginning of the program and invoiced. At the trigger events indicated in the below section, the student contribution fee will be recalculated and the employer will be notified of any adjustments. Either a further invoice requiring payment or a refund will be processed.

Each time an invoice or refund is issued to the employer, it will include the following details:

- Name of the Trainees
- Date of invoice or refund
- Unit of competency description and rate of student contribution fees for that unit
- No GST is applicable
- A total of the contribution fees charged or refunded

## Reasons for Refund of Student Contribution Fee

At the event triggers described below, a recalculation of the student contribution fee will be conducted by WorkSafe Connect and a refund will be processed if required.

### Replacement of the SRTO

- A full refund of the student contribution fee paid for units not yet commenced will be made.
- For units commenced but not yet completed, a proportionate refund of 50% of the student contribution fee will be made.

### Cancellation of a training contract ending the traineeship

- A full refund of the student contribution fee paid for units not yet commenced at the time of cancellation will be made.
- For units commenced but not yet completed, a proportionate refund of 50% of the student contribution fee will be made.

### Changes in elective units of competency

- Only at the completion of the program will a recalculation of student contribution fees be conducted.
- Where there are changes in elective units of competency that had not yet commenced, there is no student contribution fee payable for that unit.
- If a student commenced a unit of competency and subsequently changed to another unit without completing the original unit, 50% of the student contribution fee remains payable for the original unit.

- If there is a refund owed to the employer, WorkSafe Connect will process a refund. If there is a further fee owed to WorkSafe Connect, this will be invoiced in accordance with the above payment arrangements.

### **Further Information**

For further information on fees and charges that are required by the Queensland State Government regarding User Choice programs, please see the User Choice Policy as well as other resource documents on the website of Department of Employment, Small Business and Training:

<https://desbt.qld.gov.au/training/providers/funded/userchoice/resources>