

ENROLMENT TERMS & CONDITIONS POLICY

Master Builders Association of Victoria

1. INTRODUCTION

Master Builders Association of Victoria has developed this policy in accordance with Clauses 3.1-3.4, 3.5,5.1-5.3, 7.3 of the Standards for Registered Training Organisations 2015. Master Builders Association of Victoria, (herein after referred to as Master Builders) which is a Registered Training Organisation, 3935, delivers training and assessment services. These terms and conditions apply to students enrolled in courses delivered by Master Builders. All enrolments into Master Builder's courses are subject to the below Master Builders Terms and Conditions.

2. SCOPE

This applies to all students enrolling with Master Builders.

3. DEFINITIONS

Recognition of Prior Learning (RPL) is an assessment process that involves assessment of an individual's relevant prior learning (including formal, informal and non-formal learning) to determine the credit outcomes of an individual application for credit. Credit Transfer is a process that provides students with agreed and consistent credit outcomes for components of a qualification based on identified equivalence in content and learning outcomes between matched qualifications. Non-accredited Course is a course that is not recognised by the Australian Quality Framework (AQF). Students enrolled in non-accredited courses cannot receive government subsidised funding for training.

4. FEE CATEGORIES

Incolink Fee category: A fee type accessed by students (or their nominating employer) who is a financial member with Incolink and making current contributions to both the Incolink Redundancy and Training Levy funds.

Skills First Program: The Victorian Government's program for funding individuals' Entitlement to Funded Training.

Skills First Concession Fee category: A student who has met all of the eligibility criteria for Concession status under the Skills First Program and can therefore have their training subsidised under the Skills First Program at the Concession rate.

Master Builders Member Fee category: A student who has met the Membership criteria of the Master Builders Association of Victoria and whose membership application has been completed, passed all of the financial and police checks, and is pending ratification by, or has been ratified by, the Board. A Master Builders Member may also nominate an employee to undertake training in this fee category through their authorised representative or training representative.

Master Builders Member + Incolink Contributor Fee category: In addition to the Master Builders Member requirements the Student (or their nominating Employer) must be a financial member with Incolink making current contributions to both the Incolink Redundancy and Training Levy funds.

Non Member + Incolink Contributor Fee category: The Student (or their nominating Employer) must be a financial member with Incolink and making current contributions to both the Incolink Redundancy and Training Levy funds.

Non Member Fee category: The student, who is not a registered Master Builder member, may or may not meet the criteria of any of the other funding categories.

5. PRE-TRAINING REVIEW

Master Builders requires all learners to complete a Pre Training Review prior to enrolment, which will be used to determine individual learner's suitability to enrol into a training program. As part of the Pre-Training Review, all learners are also required to complete a Pre Training Needs Assessment (which includes a Language, Literacy and Numeracy (LLN) assessment) prior to enrolling into a training program with Master Builders. The LLN assessment will be used to determine any language, literacy or numeracy support that may be required for each individual learner through the training program. Master Builders may also refer learners to external organisations and agencies for additional support on a case-by-case basis. All costs relating to external additional support will be the responsibility of the learner or the learner's employer or referring agency.

All students studying accredited training at Master Builders are required to supply their Unique Student Identifier (USI) before commencement of training.

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6. ACCESS AND EQUITY

Where a learner has disclosed disability, the learner will be assisted to complete a Learner Access Plan (LAP). The LAP is used to identify, negotiate and document the type(s) of support required. Where possible, Master Builders will provide the required support or reasonable adjustment. Reasonable adjustments are those that would not cause unjustifiable hardship to the RTO. For example, if the costs of making adjustments to the premises are such that they would cause financial hardship to Master Builders, it would not be expected to make such adjustments. A disability or hardship can occur at any stage during a training program. A learner may acquire a disability after the initial Pre Training Review process. A LAP can therefore be requested at any stage of the training program. Learners can contact the Learning Support Consultant on (03) 9411 4555 to disclose a disability and discuss any reasonable adjustments required. Master Builders can facilitate the following support and reasonable adjustments:

- Access to Learning Support team;
- Note taking (at learner's expense);
- Interpreter for learners who are deaf or have other hearing impairments hard of hearing (at learner's expense);
- Access to support via email and telephone;
- Study Skills Workshops;
- Adjusting font size of learner resources and other written materials;
- Ramps to all training rooms and toilet facilities; and
- Flexible scheduling of delivery of training and assessments within reason.

6.1 Inherent Requirements

Many training and assessment courses have inherent requirements that must be met by all learners in order for them to be deemed competent in their studies. These components, if removed, would compromise the competency requirements. Master Builders will provide all reasonable adjustments to assist a learner to meet the inherent competency requirements. If a learner, however, cannot meet the inherent competency requirements even with reasonable adjustment, the learner will not be able to participate in or complete the course. For further information on Learning Support please ref to the Learner Support Policy located on the Master Builders website: <http://www.mbavtraining.com.au/content/policies-and-procedures/>.

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7. ENROLMENT

Once the Pre-Training Review has been conducted and the student is deemed able to enrol, a payment towards an application is required. Once received, a confirmation of enrolment will be forwarded to the purchaser for enrolments processed directly by the Master Builders. For online enrolments it is the responsibility of the purchaser to print the confirmation and/or timetable upon payment. If the purchaser is not the person being enrolled, it is the responsibility of the purchaser to forward the confirmation of enrolment to the person enrolled.

All training courses offered by Master Builders are GST exclusive with the exception of non accredited courses.

Visa requirements – For participants under Visa Class 500, please note that Master Builders (RTO 3935) is not covered by CRICOS, and due to the visa condition 8202, Master Builders will be unable to provide training to those participants.

Enrolment in a course does not guarantee that the student will successfully complete that course. Master Builders reserves the right to cancel or postpone any training course due to insufficient registrations or other reasons beyond its control. Where a course is cancelled and not rescheduled a full refund will be provided. Where a course is rescheduled, student has the option to transfer to the next scheduled course at no additional fee. All students will be required to complete the required enrolment documentation including providing evidence of eligibility if applying for Skills First funding. Where students are applying for Skills First subsidised funding, a hard copy original or a certified copy of identification evidence must be sighted by Master Builders prior to enrolment.

This evidence can be one of the below:

- An Australian Birth Certificate (Not extract)
- A current Australian passport
- A current New Zealand passport
- A current green Medicare Card
- A Naturalisation certificate
- A signed declaration by a relevant referee
- A proxy declaration for individuals in exceptional circumstances as per Clause 2.16-2.20 of 2018 Skills First Funding Contract Eligibility Guidelines
- Formal documentation issued by the Australian Department of Immigration and Citizenship confirming permanent residency
- An Australian citizenship by descent abstract
- OR if the individual is undertaking training under the Asylum Seeker VET Program and meets the requirements set out in Clause 17 of Schedule 1 of the 2018 VET Funding Contract, a Referral Letter from the Asylum Seeker Resource Centre or the Australian Red Cross

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In addition, if the student's age is relevant to their eligibility for funding, proof of age is also required such as one of the below documents:

- A current drivers licence or
- A current Learner permit or
- A Proof of age card
- A Keypass card

In all cases, applicants for enrolment must provide photo identification in order for Master Builders to ensure that the Nationally Accredited qualification is being issued to the participant who has signed the enrolment documentation.

8. COURSE FEES

In the case where students fund the entire cost of the course, Master Builders has measures in place to ensure that students receive a refund of fees for services not provided. This includes services not provided as a result of the financial failure or deregistration of Master Builders. Master Builders adopts a refund policy that is fair and equitable both to the student and Master Builders. Master Builders ensures that the contractual and financial relationship between the student and Master Builders is fully and properly documented, and that copies of the documentation are made available to the student in the Student Handbook supplied at enrolment. Information includes: student code of conduct, course fees and refunds, course delivery, access to student records, complaints standards and other policies. In the case where the employer is funding the cost of training, information of such funding is provided to the student at the discretion of the employer only. Prior to enrolment, Master Builders will provide all students with a Statement of Fees, which itemises all fees and materials required for the course. The current Statement of Fees for all Master Builder's qualifications and courses are available from:

- Access to Learning Support team;
- Master Builders Training Directory;
- Master Builders' website and
- Master Builders' administrative staff.

Course fees and charges can be different depending upon the course of study, and the level and type of funding available. Funding can change from one month to another; therefore fees and charges may also be subject to change. Relevant marketing materials will include the following caveat: 'The student tuition fees as published are subject to change given individual circumstances at enrolment'. In some circumstances, Master Builders has flexibility in setting a fee structure and in other circumstances they will be determined by State or

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Commonwealth governments or other contractual arrangements. In all cases Master Builders will endeavour to provide the most recent and correct fees and charges to students in a transparent and open manner. It is the student's responsibility to ensure that they have read and understood the information provided by Master Builders regarding fees, payments, refunds and guarantees prior to enrolling in a course. If the information is difficult to understand, intending students should seek advice and explanation from the Master Builders Training Department. Students cannot access subsidised funding for units where RPL is being applied for. Government funding is only accessed for units being fully delivered in the training environment. That is, the full fee is charged in relation to RPL. Master Builders must not charge fees for Credit Transfers in accordance with the Standards for RTO's 2015.

9. LEARNING SUPPORT & ADDITIONAL TUTORIALS

Master Builders provides students with learning support by our Learning Support Consultant. In some cases, students may require additional technical support directly from trainers and assessors.

- Upon request, Master Builders will contact the relevant trainer for their availability;
- Students are then informed of the time and date of the tutorial;
- These tutorials are free of charge for the first (1) hour and any subsequent hour has a charge of \$140 per hour. These tutorials will also run according to demand.

Refer to the Learning Support policy for further information found on the Master Builders website:

<http://www.mbavtraining.com.au/content/policies-and-procedures/>.

10. TRANSFERS & RESCHEDULING

All requests for change of dates are to be made in writing by completing and submitting a Rescheduling Application Form to the Training Department. This form can be accessed through the Master Builders Training website, or by contacting Master Builders Training Department. In the case of short courses, written notification must be received no less than 3 business days prior to course start date to avoid a transfer fee. There is only one transfer allowed before a re-enrolment fee has to be paid. In all other cases, written notification must be received no less than 5 business days prior to the scheduled class date to avoid a transfer fee. A maximum of 2 transfers per session is allowed. Transfer fee is \$50 per unit/cluster (depending on the structure of the course) for the first transfer. For the second and the final transfer, the fee is \$200 per unit/cluster (depending on the structure of the course). If you are still unable to attend the course after the second transfer and want to re-attend study, you will

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be required to pay the full course fees unless compelling circumstances prevail as covered in section 11.4, and will be dealt on case-by case basis. No refunds are allowed after the course has been transferred from the initial enrolment date. If no written notification is received, the full course fee may be applicable upon rescheduling. For further information on course transfers, refer to the Fees, Charges and Refunds policy which can be found on the Master Builders training website.

11. WITHDRAWAL & REFUNDS

11.1 Withdrawal

All withdrawals, requests for transferring, rescheduling or refunds must be made in writing and sent to training@mbav.com.au.

11.2 Refund of fees

Course fees may be refunded or reallocated under the following circumstances:

- If Master Builders cancels the course for whatever reason, the student will receive a full refund. Master Builders may also offer the student a transfer to another course, this choice is for the student to make. To transfer to another course students are required to enrol to another course within three (3) months of the notification. In the case where Master Builders cancels a course and the student wishes to transfer to another course, no Administration fee will be incurred by the student.
- Where a student wishes to cancel their enrolment a full refund will be provided where notification has been received by Master Builders up to 5 days before the course commences. If a refund is requested more than 5 business days before course commences, a full refund, less the enrolment fee (this will vary depending on the course) will be provided.
- If a place is not offered in the course, the student will receive a full refund including the enrolment fee.
- If the student wishes to change their enrolment into another course at Master Builders before the original course start date, the course fees paid will be transferred to new course and an administration fee will apply.

11.3 No Refund

Master Builders will not provide a refund in the following circumstances:

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- If a student applies for RPL and the application is unsuccessful;
- Once training has commenced in the course no refund is available, unless compelling circumstances prevail i.e. extreme personal hardship or medical circumstances which warrant non completion of course. In these cases, the student may wish to suspend their course and return to Master Builders at a later date. This will need to be approved by the Head of Training (the student must return within 1 year of enrolment date to complete course);
- The student fails to comply with terms and conditions of enrolment, Master Builders policies as published on the Master Builders website and the Student Handbook;
- The student provides false or misleading information;
- The student receives a Not Yet Competent result for any units within their course and is considered to have not successfully completed the requirements of the qualification.

Non-refundable Administration fees are as follows:

- Courses of 1-4 days duration: \$40
- Courses of 5-10 days duration: \$80
- Courses of over 10 days duration: \$100

11.4 Special Circumstances

Students may find that they have to withdraw from their study program after the course commencement due to certain circumstances making it impracticable for students to complete the requirements of the units. This may include:

- Medical circumstances, for example where the students medical condition has changed to such an extent that he or she is unable to continue studying;
- Family circumstances, for example death or severe medical problems within a family or unforeseen family financial difficulties, so that it is unreasonable to expect a student to continue studies;
- Employment circumstances, for example where the students employment status or arrangements have changed so that the student is unable to continue his or her studies and this change is beyond the students control.

Refund of fees due to any of the above special circumstances, will be considered by Master Builders and the amount of refund will be calculated on a case-by-case basis and according to the amount of training provided at that time. An application for a refund under special circumstances should be made in writing within 12 months of the withdrawal date. However, Master Builders in its discretion may decide to waive this requirement if it is

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satisfied that the application could not be made within the 12 month timeframe. The student's application should include any independent supporting documentation such as a letter from the student's doctor or counsellor to support the student's claim. Each application will be examined and determined on its merits. Master Builder will consider the student's claim, together with any independent supporting documentary evidence that substantiates the claim.

12. MEMBER DISCOUNT

A course discount will be available to Master Builders Members. To become a Master Builders member contact the Membership team on 03 9411 4555.

13. ATTENDANCE

- 80% attendance is required per unit of a course unless otherwise advised. However, it is strongly recommended that students attend 100% of the course.
- Incolink students who do not give prior notification for non attendance on any day of a course, will:
- forfeit their non refundable Administration fee
- pay the FULL non Incolink subsidised course/cluster fee, upon application for re enrolment into the same course.

14. ITECA (previously ACPET) TUITION ASSURANCE SCHEME

Master Builders requires upfront payment of course fees in line with the Standards for RTO 2015, and Master Builders hold membership with ITECA Student Tuition Assurance Scheme as approved by ASQA for fee protection. This insurance ensures that our students that are displaced from a course, due to Master Builders' inability to continue the course will be relocated efficiently and with minimal disruption to a comparable course with another member of ITECA or approved provider. The ITECA Tuition Assurance Scheme will ensure that the student is placed into an equivalent course such that:

- the new location is geographically close to where the learner had been enrolled; and
- the learner receives the full services for which they have prepaid at no additional cost to the student; or
- if an equivalent course cannot be found, the student is paid a refund of any prepaid fees for services yet to be delivered above the threshold prepaid fee amount.

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A full course fee payment is required upon enrolment for all courses to secure a place and there is a non refundable administration fee that applies to all courses.

15. COMPLAINTS, CONCERNS, AND APPEALS

Master Builders ensures that all students have access to a fair and equitable process for dealing with complaints or concerns and provides an avenue for students to appeal against such decisions which affect the student's progress. Every effort is made by Master Builders to resolve the student's complaint or concern. To this end, the Head of Training is the person to whom formal complaints or concerns are referred. During the Pre-Training Review the Complaints, Concerns and Appeals Policy and procedure is outlined to students. Where a complaint or concern cannot be resolved internally, Master Builders provides an external independent person to hear the appeal or case. Refer to the Complaints, Concerns and Appeals Policy Which can be found at <http://www.mbavtraining.com.au/content/policies-and-procedures/>.

16. COURSE CLOSURE

A student's enrolment in a course remains current and open whilst the course is being undertaken. In this time they are expected to attend training sessions and submit their assessments within the timeframes as per the assessment timetable, including re-submissions. All courses undertaken by students will have an expiry date. The course will be closed off six (6) months after the final day of course delivery. Assessments received after the course closure date will not be accepted. If a student misses any session of the training, he/she will be expected to make up these sessions before submitting an assessment for marking. A transfer to another scheduled class is allowed two times and will incur a first transfer fee of \$50 per unit/cluster, second transfer fee of \$200 per unit/cluster or the full course fee may be applicable according to the Fees, Charges and Refunds policy which can be found at <http://www.mbavtraining.com.au/content/policies-and-procedures/>. Students will be required to re-enrol in the course if all assessments are not received before course cut off date.

17. COURSE OUTLINES

For course related information refer to the course information sheets available under each course page on www.mbavtraining.com.au.

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18. ISSUANCE OF AQF CERTIFICATION DOCUMENTATION

Master Builders will issue AQF certification documentation only to a student who has been assessed as meeting the requirements of the training product as specified in the relevant training package. An administration fee of \$50 will apply for replacement or re-issuance of AQF certification documentation upon submission of an application form. This includes the application for the re-issuance of a Red Card. Refer to the Issuance of AQF Certification Documentation Policy for further information.

AQF certification documentation is issued to the student within 30 calendar days of the student being assessed as meeting the requirements of the training product if the training program in which the student is enrolled is complete, and providing all agreed fees the student owes Master Builders have been paid and on the proviso that the student has a valid USI provided to Master Builders.

Records of the student's AQF certification documentation are maintained and retained for a period of 30 years in the SMS. Reports of Record of qualifications will be provided to ASQA on a regular basis as determined by ASQA.

19. GOVERNMENT SUBSIDED TUITION FEES (SKILLS FIRST)

The Skills First funding contract provides eligible applicants with access to Victorian and Commonwealth government subsidised funding in vocational training through

Master Builders. Note: Under the Skills First Contract, Master Builders must deliver subsidised training to Eligible Individuals in accordance with the requirements outlined in the Skills First contract. To determine if you may be eligible for government subsidised training, contact Master Builders Association of Victoria, Training Department on 03 9411 4555. Fees will be waived upon sighting of the relevant documentary evidence, for the following cohorts of students:

- Individuals from the Judy Lazarus Transition Centre
- Young people on community based orders

Concessional Fees (at a % set by the Department of Education and Early Childhood) will apply upon sighting of the relevant documentary evidence, to the following student enrolments:

- Holders of Health Care or Pensioner Concession and/or to a dependant spouse or dependant child of a card holder
- Holders of Veteran's Gold Cards

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- Holders of an alternative card or concession eligibility criterion approved by the Minister
- An individual who self-identifies as being of Aboriginal or Torres Strait Islander descent
- For Jobseekers applying for a Fee Concession, Master Builders will invoice the referring agency directly for a portion of the tuition fee not covered by the referred Jobseeker and, not the Department of Education and Early Childhood Development
- Master Builders advises Eligible Individuals under the Skills First funding contract that their acceptance of Skills First funding may affect their eligibility to access further government funding in the future
- Where applicable under the Skills First contract, Master Builders will report (in cents) the actual tuition fee per hour charged to each Eligible Individual for government subsidised training via the relevant field in the Student Statistical Report to government
- Asylum Seekers.

Specific Concessional Fees are shown in the Statement of Fees section for each qualification.

20. INTELLECTUAL PROPERTY

Any material supplied by Master Builders, Training Department to the student or customer including but not limited to training course materials (in document format, electronic format or otherwise), are for the student or customer's non-commercial use. The student or customer must not re-publish, license, transfer, copy, reproduce or post on the internet, any of the Master Builders materials without prior consent from Master Builders.

21. THEFT, LOSS OR DAMAGE

Master Builders does not accept responsibility for any loss or detriment arising by reason of theft, loss or damage to, or otherwise concerning any property belonging to the student or customer.

22. PRIVACY

The Privacy Act 1988 legislates the manner in which private sector organisations should collect, use, keep secure and disclose personal information. The Australian Privacy Principles (APP) give individuals a right to know what information an organisation holds about them and a right to correct that information if it is wrong. Master Builders ensures it operates consistently with the 13 Australian Privacy Principles and collects personal information that is necessary for the conduct of its business. Master Builders ensures that it uses that information in the manner for which it was intended. Master Builders includes a standard privacy notice in all enrolment

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forms, in accordance with the Victorian VET Student Statistical Collection Guidelines and the National VET Data Policy which advises students how their data may be supplied to and used by the Department of Education and Training. Refer to the Privacy Policy for further information which can be found here.

<http://www.mbavtraining.com.au/content/policies-and-procedures/>.

23. PLAGIARISM

Plagiarism occurs when an individual attempts to pass someone else's work off as their own i.e. using someone's ideas, opinions, or theories in an assignment or essay, using pieces of information, such as graphs, statistics, drawings, that are not the student's own work. In most cases plagiarism occurs without intent to deceive. With adequate training and support, this should not recur. The consequences of this misconduct can include, but is not limited to:

- Informal notice by a teacher, trainer, assessor or other staff member of the need to comply with the required standards of behavior;
- Re-assessment or re-submission of assessment activities;
- Formal meeting with Master Builders Management to discuss the misconduct;
- Formal written warning;
- Request to the student to provide a show cause as to why they should be allowed to continue in the course;
- Suspension for the course for a period up to 7 days (Serious Misconduct);
- If a second episode of plagiarism occurs after an initial warning, cancellation of course enrolment will ensue.

24. LEARNER RIGHTS

Master Builders provides students with the following information to assist them to better understand their rights, role and responsibilities whilst undertaking a training program with Master Builders if:

- Master Builders enters into an arrangement with another organisation to conduct training and assessment services on its behalf. The contact detail of the other provider is shared with the students if such an arrangement is established.
- Master Builders ceases its operations and is unable to carry out its contractual obligations to the student.

How will Master Builders assist you?

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Terms and Conditions for Student Enrolment

If Master Builders (RTO) is closing, it will assist you during the closure process.

Master Builders will:

- ensure that before they are no longer registered, you have either completed your course or transferred to a new training provider
- source an alternative provider for you to consider transferring to if you are enrolled at the time of closure and want to continue your training
- issue you with an Australian Qualifications Framework (AQF) testamur and record of results if you have completed the requirements of a qualification
- issue you with a statement of attainment if you have not completed the requirements of a qualification but have completed one or more units of competency, and return all unmarked assessments.

Version Control	Date Released	Approved by	Amendment	Next Review Date
V2.0	3/07/2018	Namrata Lajpal, Compliance Coordinator	Moved to the new logo template	Apr 2019
V2.1	18/01/2019	Corrie Williams, Head of Training	Minor amendments to add USI check	Jun 2019
V2.2	4/07/2019	Aishwarya Bhatnagar, Compliance Coordinator	Updated ACPET to ITECA , added information about second time transfer fee.	Dec 2019

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