**Participant Handbook**

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**Our commitment**

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

LJS Constructions Pty Ltd trading as Quality Training in Construction will monitor the status of the Participants contract to ensure that training will only be conducted under an active training contract.

Prior to commencement—should LJS Constructions Pty Ltd trading as Quality Training in Construction cancel training before it commences, you will be offered alternate dates (if the training is being rescheduled). If the training is not rescheduled or the dates offered do not suit you, all fees paid you will be refunded in full within 10 days of the training being cancelled.

For training that has commenced—In the unlikely event that LJS Constructions Pty Ltd trading as Quality Training in Construction is unable to deliver the training, you will be offered the option to enroll with another RTO and LJS Constructions Pty Ltd trading as Quality Training in Construction will assist in both finding a suitable RTO and in the transition to the new RTO. Any fees paid in advance held by the RTO and not attributed to training completed will be refunded and a statement of attainment issued for any units successfully completed within 30 days of the RTO ceasing to deliver training.

The CEO is required to advise all current participants, employers and other stake holders of any Transition Arrangements for training packages and how these changes will impact them. The CEO is required to advise all current Participants and employers (if relevant) about the changes and the revised units and the requirement to complete studies within the transition period or transition to the new units. Where ever possible Participants will be transitioned to the new qualification.

Should LJS Constructions Pty Ltd trading as Quality Training in Construction arrange a third party where another organisation delivers services such as a Qualification or a unit(s) of competency on behalf of LJS Constructions Pty Ltd trading as Quality Training in Construction, LJS Constructions Pty Ltd trading as Quality Training in Construction will inform both the participant and the employer on enrolment of such arrangements. It is noted that the participant is enrolled into LJS Constructions Pty Ltd trading as Quality Training in Construction and not the third party.

**Our service commitment**

* Your questions are important to us. Please be aware that our Trainers are working with other Participants as well as yourself. We are committed to returning your calls and emails but we ask that you allow us two (2) working days to respond.
* Assessment feedback will be given within 10 working days of our receiving the assessment in the office (not from the day it is posted).
* Statements of Attainment/Qualifications are issued within thirty (30) calendar days of your completion.

**Access and Equity**

Based on the Access and Equity Policy for the Vocational Education and Training System LJS Constructions Pty Ltd trading as Quality Training in Construction will deliver training that is:

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

The purpose of the USI is to enable the collection and storage of your records of participation in vocational education and training on a central database. Allowing you easy access to your records.

In the event that you are unable or unwill to get a USI please visit the following website for further information on what to do to be able to participate in training.

For more information and to apply for you USI or an exemption go to: apply for you USI go to: http://usi.gov.au/Training-Organisations/Pages/how-students-create-usis.aspx

**Admission and Entry Requirements**

LJS Constructions Pty Ltd trading as Quality Training in Construction requires that the participant can:

* Obtain a USI or evidence of an exemption
* Read and interpret workplace documentation
* Speak clearly and unambiguously in English
* Writing is required to the level of completing workplace forms
* Meet the Australian Apprenticeship Eligibility Criteria to be signed into an Australian Apprenticeship training contract

LJS Constructions Pty Ltd trading as Quality Training in Construction upholds the principle that all applicants seeking to enrol are treated fairly and equitably and ensure that throughout the process of selection and admission, applicants are treated courteously and expeditiously.

LJS Constructions Pty Ltd trading as Quality Training in Construction reserves the right to suspend from their training courses participants who are:

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

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

**Expectations of Participants**

* To avoid any confusion in the future, the following expectations of behaviour are provided. Compliance with these expectations is required by all Participants. Failure to do so may result in cancellation of your enrolment.
* Abide by Copyright and Plagiarism laws and legislation.
* Comply with workplace health and safety regulations at all times.
* Comply with anti-discrimination legislation at all times. This includes but is not limited to equal opportunity, racial vilification and disability discrimination.
* Comply with workplace harassment, victimisation and bullying regulations at all times.
* Ensure that behaviour is of a level acceptable to the workplace at all times.
* Complete training and assessment activities within agreed timeframes.
* Communicate any difficulties with completion of activities or assessment with your Trainer.
* Inform your Trainer immediately should you be unable to attend due to illness or other reasons.
* Inform your Trainer if you have a medical condition that may affect your participation or affect those with whom you may be training.
* Inform LJS Constructions Pty Ltd trading as Quality Training in Construction of any changes to the eligibility to Australian apprenticeship requirements within two weeks of changes occurring, examples listed below.
* Discontinue to work in the ACT. You are no longer getting paid.
* Complete less than 15 hours of combined work and training per week.
* You are not being appropriately supervised in the workplace by a qualified supervisor.
* You have gone from full-time or part-time to casual employment.

**Unique Student Identifier- USI**

Every participants, new or continuing required to supply LJS Constructions Pty Ltd trading as Quality Training in Construction with their Unique Student Identifier (USI) as of 1st January 2015. The USI is required at the time of enrolment. We are unable accept enrolments without this number or notification of an exemption. At enrolment request from the Participant the USI number which should be recorded on the Enrolment form.

If a USI has not been created then the Participant will be asked to proceed with creating a USI by going to the website[www.USI.gov.au](http://www.USI.gov.au) and follow the prompts.

If a Participant has forgotten the USI they are directed to go to the USI Website [www.USI.gov.au](http://www.USI.gov.au) and use the ‘Forgotten USI’ link to get their details.

When the Participant is filling in the enrolment form please indicate that the information which is to be written on the Enrolment form must be the same as when they applied for their USI account. Please do not shorten your name.

Mandatory information:

* First Name (or single name for individuals without a separate first name and family name)
* Family Name
* Email
* Mobile Number
* Town/City of Birth

If a Participant has forgotten the USI they are directed to go to the USI Website [www.USI.gov.au](http://www.USI.gov.au) and use the ‘Forgotten USI’ link to get their details.

Or LJS Constructions Pty Ltd trading as Quality Training in Construction, can get permission from the student to locate the USI, log into the new USI search tool by logging into the organisations Portal and select the existing USI search tile, and enter

Mandatory information:

* First Name (or single name for individuals without a separate first name and family name)
* Family Name
* Email
* Mobile Number
* Town/City of Birth

This will trigger an email or sms to be sent to the participant when you have successfully located the USI.

If LJS Constructions Pty Ltd trading as Quality Training in Construction, has created the USI for the Participant then the RTO does not need to verify the USI.

Should a participant change names mid-course the RTO must ask the participant to update the USI records through the USI portal. LJS Constructions Pty Ltd trading as Quality Training in Construction, will need to re-verify the USI account in the Participants new name.

If the Participant believes they have an error in their transcripts then the Participant will need to contact the RTO directly to address the issue. LJS Constructions Pty Ltd trading as Quality Training in Construction cannot do this for the Participant unless of course they were an enrolled Participant of LJS Constructions Pty Ltd trading as Quality Training in Construction in the Qualification/Statement of Attainment issued.

**Enrolment**

LJS Constructions ensures participants receive training, assessments and support services that meet their individual needs and the most suitable qualification based on the students existing educational attainment and capabilities. The participant is required on enrolment to fill in the enrolment kit which contains the Learning, Literacy and Numeracy Assessment, are offered Credit transfer and Recognition of Prior Learning. LJS Constructions Pty Ltd, ensures all AVETMISS enrolment questions are sought during the enrolment process for each student. The enrolment form to be valid must be signed and dated by the Participant on the day of completing.

All this information helps to ascertain the most suitable qualification for the participant based on the participants existing educational attainment and capabilities. In addition it allows LJS Constructions Pty Ltd trading as Quality Training in Construction trainers/assessors to ensure that the participant receives the training, assessment and support services that meets the participant’s needs.

**Enrolment Procedure:**

**Instructions to the Participant**:

1. The participant has 30 minutes to complete the task.
2. The participant can ask for help reading or understanding the task.
3. The participant can use a calculator.
4. Task 1: Please fill in the enrolment form
5. Task 2: Read the sign and answer the 4 questions relating to the sign.
6. Task 3: Please calculate the equations.
7. Task 4: Please give your opinion on how you would solve the problem.
8. Task 5: Read and fill in the declaration form signing and dating on completion.
9. The enrolment pack is given to the Trainer/Assessor to mark.
10. The results are then mapped with the ACSF table to determine if support services are required.
11. If the Trainer/Assessor should determine that the support services are required then the Trainer/Assessor shall contact the Participant to discuss the findings and make arrangements of the type and structure of the Participant support required.

**Instructions to the Trainer/Assessor:**

1. Please mark the Tasks from 1 through to 5 from the sample answers in the trainer/Assessors marking guide.
2. Please fill in the ACSF Table and document the findings.
3. From the table please identify if the qualification is appropriate for the Participant.
4. Is a meeting required with the Participant?
5. If yes, Please document your findings and the recommendations in which you feel are appropriate for the participant.
6. Fill in a draft copy of the Participant Support kit of your recommendations approach your Training Manager to address these concern.
7. Contact the Participant to make an appointment to discuss the findings and to establish a plan to support the Participant.

**Credit Transfer**

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

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

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

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

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

**Recognition of Prior Learning (RPL)**

RPL is the process of formal recognition for skills and knowledge gained through previous learning such as:

* Life experiences
* Previous formal learning
* Employment
* Recreational or personal interests

You may be eligible for RPL for part or all of your intended study, based on your previous experiences and learning. For more information regarding RPL and how to apply, please discuss this with your Trainer.

Where the credit transfer and recognition of prior learning results of competency are 80% or more, the RTO must discuss with the participant and employer the choice of selecting a higher qualification or to continue on with the enrolled qualification. If the decision is made to continue on with the qualification, then it must be documented and evidence must be retained and filed in the participants file

**Training plans**

1. Individual Training Plans are to be prepared in conjunction with the Participant. Individual Training Plans must be developed for all Participants undertaking Australian Apprenticeship user choice funding.
2. During this process the Trainer/Assessor must offer RPL, explain credit transfer obligations and identify any relevant competencies previously achieved.
3. The proposed commencement and completion dates for each unit are to be entered into the Training Plan.
4. The workplace resource checklist must be filled in at the same time as evidence of employer’s capacity to support training.
5. Prior to completion of the training plan the workplace resources checklist must be completed as evidence that the employer has the capacity to support the structured training in the workplace.
	* By providing available supervisory staff with the knowledge and qualifications.
	* The appropriate and available facilities and equipment.
6. The training plan is to be carried out using appropriate facilities and equipment.
7. The Training Plan is to be signed and dated by all parties, all parties to receive a copy within 14 days of signing. Ensuring the RTO keeps the original on file.
8. The Participant’s progress is to be monitored and recorded on the Training Plan. Any variations to the Training Plan are to be agreed to by both parties prior to noting those variations on the Training Plan.
9. Customised to the needs of the employer, participant and the initial assessment
10. Be consistent with the qualification and the competencies stated in the TAS.
11. Consistent with the proposed delivery and assessment strategies.
12. Where the training plan needs to be updated it will be in consultation with the apprentice and the employers.
13. The original is held by the RTO and a copy is sent to both participant and their employer.
14. The RTO must review the training plan every 12 months and update where necessary.
15. Where the training plan has been updated and renewed a copy must be given to both the employer and participant and the original and any updated version of the training plan must be held by the RTO.
16. The Training Plan must include all elements from the Australian Apprenticeships Training Template.
17. LJS Constructions Pty Ltd trading as Quality Training in Construction must complete a new training plan within 8 weeks of the date the;
	* participant changes employer’s
	* Changes from one qualification to another.
	* Unless approval for an extension has been obtained from the ACT Directorate prior to 8 weeks expiry.

**Participant Support**

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

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

Should you or your trainer/assessor identify that you require any additional support, to be provided by LJS Constructions Pty Ltd trading as Quality Training in Construction we will work with you to develop an Individual Support plan to ensure that we can provide the required support required.

**Training Materials and Equipment**

During training, LJS Constructions Pty Ltd trading as Quality Training in Construction participants will be given access to safety equipment and other required material and equipment. This equipment and material is to be used in accordance with the instructions given by the trainer/assessor. If a piece of equipment is purposely damaged or treated in a manner not in accordance with the instructions given by the trainer, a fee may be charged.

The copyright and ownership of all training material provided during the training belongs to with LJS Constructions Pty Ltd trading as Quality Training in Construction and cannot be copied or claimed without written consent. All training materials are quality assured and are continuously updated

LJS Constructions Pty Ltd trading as Quality Training in Construction, will provided the participant with all the required training record book (which is the 3rd Party report in each of the Assessment kits) and training and assessment materials within 14 days of signing the training plan. Evidence of this is by both the participant and the trainer/assessors signatures on the participant contact book stating materials have been given.

The Training record book (3rd Party Report), has the relevant information out of the training package to assess the unit of competency from the Qualification.

Each Qualification/Statement of Attainment issued is recorded in the AVETMISS compliant software.

**Assessment Information**

Participants enrolled in training which will lead to either a Statement of Attainment or Certificate are required to complete Assessments to demonstrate competency. Competency based assessment is the process of gathering evidence to confirm that Participants can perform required skills and knowledge.

Evidence of participation for each unit of competency will be collected and be retained on your file. These will contain your name or student identification no, the unit of competency name and code plus your signature and dates each section of the unit was completed. The Trainer/Assessor shall sign off on the sections completed by you. There is a 3rd party report which your employer/foreman will sign as well.

You will be given feedback on all Assessment Activities. Competency based assessment does not use a marking scale rather you are deemed “competent” or “not yet competent”.

Please make sure that you are given your own set of Assessment tools and that you attach an Assessment Coversheet to all Assessments. These are provided by LJS Constructions Pty Ltd trading as Quality Training in Construction and must be signed by you. Please always include the question/task you are addressing.

**Competency Based Assessment**

Competency based assessment is the process of gathering evidence to confirm that participants can perform required skills and knowledge. To complete a unit of competency participants are required to successfully demonstrate their skills and knowledge on all of the activities within this assessment. Rather than using a marking scale, competency based assessment uses competent or not yet competent.

You are required to successfully demonstrate competence in all of the activities in this assessment. This means that if you are unable to answer a question, your answer is deemed not satisfactory for any of the activities or you are unable to demonstrate a practical skill your assessor will work with you to identify opportunities for further learning if required and arrange re-assessment when you are ready.

In the event that you are unable to demonstrate your ability in any area of the assessment you will re-assessed. Re-assessment may include demonstrating a skill, answering questions, providing further information. All participants are given two (2) opportunities to be reassessed without further payment required. On the occasions were participants are unable to demonstrate competency after two (2) re-assessment attempts they should speak to their trainer about further opportunities to complete the unit.

Evidence of employer support of competency will also be retained by LJS Constructions Pty Ltd trading as Quality Training in Construction for each unit prior to awarding competency. AA23

**Individual workplaces**

We are aware that the answers, information and projects completed by students will differ from one workplace to another and we encourage you were ever possible to apply the requirements of your assessments to your workplace. We are not assessing your ability against anyone else and we do not compare your work to that of other students to determine if you are competent or not. When assessing your ability to demonstrate the skills and knowledge of this unit your assessor is looking only at your ability against the requirements of the unit.

Your assessor will work with you and your supervisor at the being of the unit to identify appropriate activities and/or projects for you to apply when completing the assessment activities.  In the event that your workplace does not have the required documents, resources and/or equipment to undertake the learning and assessment activities in a unit, we will provide access to these for you.

You will find that when you are required to provide work samples the activity asks you to use your workplaces template, forms, checklists and policies. In the event that your workplace does not have these we will provide examples that you can work with.

**The assessment requires that the candidate complete four (4) sections including: questions, projects, practical activities and third party verification.**

Questions – 1 form of evidence

Candidates are required to answer questions in their own words to demonstrate their understanding. All questions must be answered correctly.

**Projects**

A project is where the candidate is required to demonstrate their skills and knowledge through application of these work samples by completing a number of activities that relate to the competency provided.

**Practical Assessment – 2nd form of evidence**

A practical assessment is where the candidate is required to demonstrate their skills and knowledge through practical application. This is detailed in your assessor’s observation checklist relevant to the competency.

**Third Party Verification – 3rd form of evidence**

The checklist is to be completed by a suitable supervisor who has the skills and knowledge required of this unit and can verify the candidate’s application of these skills and knowledge in the workplace, in a voluntary or paid role.

**Feedback**

Candidates will be given feedback on all assessment activities on the day of the assessment. When the next training day is conducted all assessment shall be given back to the candidate. Competency based assessment does not use a marking scale rather the candidate is deemed competent or not yet competent. Candidates deemed not yet competent are given additional opportunities to demonstrate competency.

Satisfactory demonstration of all activities is required before competency is achieved for the unit. In the event that you have not been able to successfully demonstrate competence in the unit, your assessor will discuss options for re assessment with you.

**Plagiarism**

Plagiarism is a form of cheating. It is taking and using someone else’s thoughts, writings or inventions and representing them as your own. Plagiarism is a serious act and may result in a participant’s exclusion from a module or a course. When you have any doubts about including the work of other authors in your assessments, please consult with your facilitator.

The following list outlines some of the activities for which a participant can be accused of plagiarism:

* Presenting any work by another individual as one’s own unintentionally
* Handing in assessments markedly similar to or copied from another student
	+ - Presenting the work of another individual or group as their own work.
		- Handing in assessments without the adequate acknowledgement of sources used, including assessments taken totally or in part from the internet.

**What about Copyright?**

You must be careful when using work from others. Copyright covers all work that is not your own including textbooks, newspapers, website information, music, magazines, movies etc.

You are allowed to do a certain amount of copying for research or study purposes. Generally, 10% or one chapter of a book is acceptable, where the participant is studying with or employed by an educational institution. All material taken from another source, word for word or paraphrased, must be acknowledge using an acceptable referencing system.

**Training and assessment**

All Nationally Recognised Training conducted by LJS Constructions Pty Ltd trading as Quality Training in Construction is undertaken according to the relevant Training Package. Training and assessment strategies have been designed to provide Participants with the skills and knowledge required within the industry. LJS Constructions Pty Ltd trading as Quality Training in Construction, will monitor the progress of the participants consistent with the specifications for each training initiative.

1. LJS Constructions Pty Ltd trading as Quality Training in Construction complies with all laws relevant to the operation of the training premises including:
	1. workplace health and safety
	2. fire safety regulations
	3. Ensures that the training premises are of adequate size and have adequate heating, cooling lighting and ventilation.
2. Available staff with required knowledge, skills and the qualifications of the required competencies of the qualification the participant is being trained in.
3. There is appropriate and available facilities and equipment.
4. LJS Constructions Pty Ltd trading as Quality Training in Construction ensures that training facilities, equipment and other resource materials are adequate for the courses being delivered and are maintained in good order and repair.
5. LJS Constructions Pty Ltd trading as Quality Training in Construction recognises that the employer is not solely responsible for the delivery of training more than half of the selected units of competency. Half of the Units must be delivered in conjunction with the RTO to support employer training by providing off-the job training, underpinning theory to support the on the job training.
6. Retain dated records of contacts matters discussed, actions taken and outcomes achieved in the participants contact book.
7. All entries in the Participant Contact book are signed and dated by the Trainer/Assessor.
8. LJS Constructions Pty Ltd trading as Quality Training in Construction ensures from the enrolment kit assessment and any identified additional support the students’ progress will be monitored and the evidence shall be retained.
9. LJS Constructions Pty Ltd trading as Quality Training in Construction will monitor the participant training contract on the RTO Porthole.
10. LJS Constructions Pty Ltd trading as Quality Training in Construction ensures that training only takes place under an active Training contract.
11. The participant is monitored for training and progress throughout the term of the training contract and ensures that they meet the visit and contact requirements, until the full qualification and the training contract have been completed.
12. Completes a minimum of 15 hours per week towards the Australian Apprenticeship including 12 hours of work and 3 hours per week of structured training. Employment and training hours may be averaged over 12 weeks.
13. The participant must participate at a maximum of 20 hours combined employment and training towards their Australian Apprenticeship.
14. LJS Constructions Pty Ltd trading as Quality Training in Construction will contact the employer should the participant have issues related to training including non-attendance to formal training and the likelihood of not completing within the time limits.
15. LJS Constructions Pty Ltd trading as Quality Training in Construction will contact the ACT Directorate within 14 days and discuss any issues
	1. Relating to training that may reduce the likelihood of a successful outcome, including non-attendance at formal training.
	2. Employer refusing the participant to attend formal training.
	3. Employer not allowing the trainer/assessor onto the construction site to train the participant.
	4. Where the employer is not giving the participant the adequate opportunities to undertake formal training, learning, or lack of appropriate supervisory staff.
	5. the employer is unable to meet the obligations and expectations outlined in the National Code of Good Practice for Australian Apprenticeships
16. If LJS Constructions Pty Ltd trading as Quality Training in Construction is being paid for the additional support funding will have additional evidence
	1. of the participant having any special needs
	2. the alternative methods of training and assessment
	3. The support services required for the participant.
	4. The suitability of the workplace to support the training and of any alternative arrangements have been made.

**Qualifications and Statements of Attainment**

LJS Constructions Pty Ltd trading as Quality Training in Construction **only** issues Qualifications and/or Statements of Attainment within the scope of registration, to Participants who satisfactorily complete all requirements.

* The certificate is not to be issued until the employer, participant and RTO signs the completion agreement form the certificate is then issued to the participant and an electronic version is sent to their email address and signed on the progress report.
* Where the certification is withheld from the student due to non-payment of fees or any other outstanding obligations to the RTO the training activity is still reported and the Certificate is held on the students file until other arrangements are made.

**Fees and charges**

**Fees**

LJS Constructions Pty Ltd trading as Quality Training in Construction must charge the relevant fee/charges except where the student is exempt or is eligible for a concession.

The Australian Apprenticeship user choice funding is administered by the ACT Education and Training Directorate and states that RTO’s are required to charge Australian Apprentices a fee for tuition costs upon enrolment.

All training that takes place under the ACT Australian Apprenticeships training contract is subjected to this fee schedule which the Directorate has set.

Traineeship $350.00 per qualification

Apprenticeship $350.00 for the first 12 months

 $600.00 for each 12 month period there after

ASBA’S Exempt from the fees

**Course Cost fee for service -** $13,000 (+GST)

A payment of $1000 (+GST) is required on enrolment with progressive payments of $800 (+GST) payable every 4 months for a total of 15 payments, with the first payment due 4 months after commencement. Early completion requires the balance owing be paid in full prior to the issuance of your certificate.

**Fee Waiver**

The participant can request on enrolment to apply for a Fee Waiver. If the participant holds a current Healthcare card or Pension card or can prove genuine hardship then the RTO is to fill in the application for the Fee Waiver Reimbursement form, attach all relevant documents to the form and send to the Training and skills development Training Tertiary Education of ACT and Training Directorate.

**Completion bonus**

On completion of your on-site component of your Apprenticeship you will be eligible for a $500 completion bonus.

**Refund Policy:**

* Should you withdraw from the course ten (10) working days before the course commencement all fees paid in advance will be refunded.
* If you decide you no longer wish to participate in the course after this point then fees paid that have been paid will be forfeited and the balance of fees owing.

You can negotiate a deferred start date as long as it is within six (6) months of withdrawing.

* LJS Constructions Pty Ltd trading as Quality Training in Construction does not collect fees of more than $1500 in advance.
* Partial or full refunds will be considered after the commencement of the course under exceptional circumstance such as long-term illness. LJS Constructions Pty Ltd trading as Quality Training in Construction reserves the right to request reasonable proof of such circumstances. No refund will be granted for training and assessment services already provided.
* Should LJS Constructions Pty Ltd trading as Quality Training in Construction cancel the training agreement, a fair and reasonable refund will be granted, if fees are paid in advance. Charges will be incurred for services provided prior to cancellation.
* No refund is available should you remain enrolled in the course and do not progress. Should you decide not to continue with your course you need to notify us of your intention to withdraw or defer.
* LJS Constructions Pty Ltd trading as Quality Training in Construction reserves the right to withhold issuing the Qualification/Statement of attainment to the Apprentice if the apprentice has not paid the required fees/or other outstanding obligations to the RTO.

**Complaints and Appeals**

LJS Constructions Pty Ltd trading as Quality Training in Construction is dedicated to providing a high standard of service. Should you have a complaint or wish to appeal an assessment result, you are encouraged to do so by using the following processes:

LJS Constructions Pty Ltd trading as Quality Training in Construction will contact the ACT Directorate within 14 days and discuss any issues

* Relating to training that may reduce the likelihood of a successful outcome, including non-attendance at formal training.
* Employer refusing the participant to attend formal training.
* Employer not allowing the trainer/assessor onto the construction site to train the participant.
* Where the employer is not giving the participant the adequate opportunities to undertake formal training, learning, or lack of appropriate supervisory staff.

**Complaints**

Complaints are the expression of the dissatisfaction with the quality or any aspect of the business operations and service, including nuisances, discrimination or similar against another person, inclusive of Participants, Staff and Contractors.

The following are examples of issues for which you may lodge a complaint:

* Enrolment
* training delivery
* training and/or assessment, including Recognition of Prior Learning
* any other activities associated with the delivery of training and assessment services
* issues such as discrimination, sexual harassment, participant amenities, etc.

**First instance:** You are encouraged to speak immediately with your Trainer. If you are not comfortable addressing the issue with the Trainer you are encouraged to contact Administration.

**Second instance:** If the issue is not resolved you are encouraged to either speak to or contact in writing the Training Manager.

**Third instance:** If the matter is still not resolved an independent third party will be requested to assist with resolution. Third parties may include relevant training representative(s), legal representative(s) e.g. Anti-discrimination board or other relevant personnel.

Outcomes of complaints will be provided to you in writing within fifteen (15) working days of the decision.

In the event that a complaint has been lodged, an Incident/Complaint Form must be completed and forwarded to the Training Manager immediately, even if the situation has been resolved to the satisfaction of all parties.

**Fourth instance:** Seek assistance from the ACT Education and Training Directorate in writing where the Australian Apprentice, employer or RTO are unable to resolve difference of opinions.

If you are not satisfied with the outcome of this procedure you should be advised of your right to contact the Australian Skills Quality Authority (ASQA) by completing the complaints form at; <http://www.asqa.gov.au/complaints/making-a-complaint.html>

**Appeals**

Appeals are the expression of the dissatisfaction of an assessment result. This would occur when a Participant has been deemed not yet competent and does not agree with this decision.

There are various grounds for lodging an assessment appeal. These include, but are not limited to:

* not being fully informed of the assessment process
* Participant’s needs not taken into consideration
* the assessment process is different to that outlined by the Trainer/Assessor
* assessment process not based on Training Package/Unit of Competence requirements
* an inappropriate method used to assess the Training Package/Unit of Competence
* alleged bias of the Trainer/Assessor
* alleged incompetence of the Trainer/Assessor
* faulty or inappropriate equipment or facilities

**Step 1**

You must discuss appealing an assessment outcome and/or the assessment process with your Trainer/Assessor involved.

*(This step must commence within ten (10) working days of the assessment outcome being advised).*

**Step 2**

If still not satisfied, you must complete the Assessment Appeals Form - Part Aand forward to the Training Manager.

*(This should occur within five (5) working days of Step 1)*

**Step 3**

The assessment is to be reviewed by a different Assessor and the results of the review summarised on the Assessment Appeals Form. You are to be advised of the appeals outcome within ten (10) working days.

*(This should occur within ten 10 working days of Step 2)*

**Step 4**

If still not satisfied with the outcome of the appeal, your appeal is to be reviewed by the Training Manager. The Training Manager will send an acknowledgement letter to you, record the receipt of the Assessment Appeals Form, then review. The Training Manager if necessary will convene a review panel to thoroughly examine the appeal.

*(You are to be advised of the outcome within ten (10) working days).*

**Step 5**

If you are not satisfied with the outcome of this procedure they should be advised of your right to contact the Australian Skills Quality Authority (ASQA) by completing the complaints form at; <http://www.asqa.gov.au/complaints/making-a-complaint.html>

**Access to Participant Records**

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

**Release of Contact Details and Information**

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

Upon request LJS Constructions Pty Ltd trading as Quality Training in Construction is required to supply the following information to ASQA and the ACT Education and Trading Directorate:

* Contact details including address, telephone numbers and email address

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

**Privacy Policy**

LJS Constructions Pty Ltd trading as Quality Training in Construction will collect information, manage, use it and disclose it in a way that complies with the Privacy Act 1988 (Commonwealth), as amended in the Privacy Amendment (Private Sector 2000)

LJS Constructions Pty Ltd trading as Quality Training in Construction will:

* Where information is provided by another person, ensure that collection has been authorised by the individual concerned, or by someone who is legally authorised to act on their behalf.
* Only collect information by lawful and fair means and not in an unreasonably intrusive way
* Protect archived personal information from loss or unauthorised access, use, disclosure, or misuse and from inappropriate modification

**Change of Personal Details**

Should you change any of your personal details please request a Change of Enrolment Information Form from your Trainer. Such details include, address, surname, contact telephone number etc.

**Results**

You will receive your Assessment feedback and result within ten (10) working days of submission.

On completion of a Qualification or Unit of Competence, LJS Constructions Pty Ltd trading as Quality Training in Construction will issue Statements of Attainment/ Certificates within 30 calendar days and hold on file until the on-site component of the apprenticeship is completed, this is when the employer signs the completion agreement with the RTO and apprentice. The Qualification is then given to the Australian Apprentice with the supporting statement. The Australian Apprentice will then receive the completion bonus – if enrolled in 2016.

Please note: If you require a Statement of Attainment to be issued during your enrolment, you will need to notify the LJS Constructions Pty Ltd trading as Quality Training in Construction. You will then receive a Tax Invoice for $20 plus GST. This must be paid prior to receiving your Statement of Attainment and can be paid via Direct Debit, Credit Card or cheque.

**What if I need my Certificate or Statement of Attainment to be re-issued?**

In the event of a lost or damaged Certificate or Statement of Attainment, please complete the Change of Enrolment Information Form to request re-issuance of a Certificate or Statement of Attainment and return with payment of $55 inclusive of GST.

**Evaluation**

Your feedback is particularly important to our commitment to ongoing improvement. Throughout your training you will be asked to provide your thoughts and comments on the training received. LJS Constructions Pty Ltd trading as Quality Training in Construction encourages all Participants to make contact should they wish to provide feedback or comments on any aspect of the service received.

**Basic overview of apprenticeships**

### **Skills Canberra/Chief Minister, Treasury and Economic Development Directorate/ACT Government**

Funding provider

Regulator of compliance to ACT standards

**ASQA**

National regulator for VET sector

**Registered Training Organisation**

Training provider

**Apprenticeship Network Provider**

* Apprentice contract sign up
* Administration
* Marketing information
* Advice
* Additional support grants

**Apprentice**

(Participant)

**Employer**

**Training Fund Authority**

Funding provider

**Australian Brick and Blocklaying Training Foundation**

Funding provider

**Process**

The employer calls the Apprenticeship Network Provider (ANP) centre advise that they would like to sign an apprentice into their apprenticeship. The ANP will see the employer with an Australian Apprenticeship Training Contract, which is filled out with both the employer and new apprentice.

The ANP will ask the employer which Registered Training Organisation (RTO) they would like the apprentice to attend. They will accept your decision if you have an RTO of choice; this is referred to as ‘user choice’. If the employer is unsure then it is the ANP’s job to market the different RTOs who are able to provide the qualification at the time of sign up.

After the form is completed, signed and dated by all parties the ANP processes the application by sending the information through to the ACT Directorate. They will accept or decline the application.

If accepted, then a Notification of Business appears on the RTO Portal (online management system). The RTO then accepts or declines the notification of business. The RTO has 14 days to accept.

The RTO then meets with the apprentice and employer to provide an enrolment pack consisting of:

* Enrolment kit
* Training plan
* Participant Handbook
* Flyer
* Assessment information
* Training and assessment Strategy
* Supervisors Handbook

The RTO explains the training process. The training plan is negotiated in conjunction with RTO, employer and apprentice. Training material is provided within 14 days of sign up and within a month formal training is commenced with the RTO booking a time to begin training. The first unit trained is always OH&S.

Should an apprentice leave their employer and commence work with another employer, the apprentice must inform the ANP, as a new training contract must be created. This can be done through the AVETARS portal.

The employer should also contact the ACT Directorate through the portal to cancel the apprentice.

The RTO is obliged to inform the ACT Directorate if they have knowledge that the apprentice no longer with the employer.

The employer should contact the TFA and the ABBTF to initiate funding promptly after an apprentice has signed up.

The RTO generally has correspondence with the ACT Directorate and ASQA for compliance.

**Apprenticeship Centres**

Apprenticeship Support Australia info@apprenticeshipsupport.com.au free call 1300652236

MEGT aasninfo@megt.com.au free call 136342 026274000

Sarina Russo Apprenticeships

apprenticeships@sarinarusso.com.au free call 1300178776

**Relevant legislation to be complied with**

**Work Health and Safety Act 2011**

The Work Health and Safety Act 2011 provides a framework for managing health and safety risks in Australian workplaces. The objective of the Act is to prevent fatalities, injuries and illness caused by a workplace, by workplace activities or by a specified high risk plant - this is achieved by preventing or minimising exposure to risk. All organisations must comply with this Act, regardless of the types of services and/or products they provide or sell. For more information visit: <http://www.comlaw.gov.au/Series/C2011A00137>

**Occupational Health and Safety Act 2004 (Vic)**

Occupational Health and Safety Act 2004provides a framework for managing health and safety risks in the workplace. The objective of the Act is to prevent fatalities, injuries and illness caused by a workplace, by workplace activities or by a specified high risk plant - this is achieved by preventing or minimising exposure to risk. All organisations must comply with this Act, regardless of the types of services and/or products they provide or sell. For more information visit:

<http://www.austlii.edu.au/au/legis/vic/consol_act/ohasa2004273/>

**Occupational Safety and Health Act 1984 (WA)**

The Act provides a framework for managing health and safety risks in Western Australian workplaces. The objective of the Act is to prevent fatalities, injuries and illness caused by a workplace, by workplace activities or by a specified high risk plant - this is achieved by preventing or minimising exposure to risk. All organisations must comply with this Act, regardless of the types of services and/or products they provide or sell. For more information visit: <http://www.slp.wa.gov.au/legislation/agency.nsf/docep_main_mrtitle_650_homepage.html>

**Industrial Relations Act 1988**

The principal objective of the Industrial Relations Act 1988 is the provision of a framework for industrial relations that supports economic prosperity and social justice. For more information visit: <http://www.austlii.edu.au/au/legis/cth/num_act/ira1988242/>

**Privacy Act 1988**

The [Privacy Act 1988](http://www.austlii.edu.au/au/legis/cth/consol_act/pa1988108/) makes provisions to protect the privacy of individuals, and for related purposes. It should be noted, however, that the Federal Privacy Act does not regulate state or territory agencies (except for the ACT). For information on

privacy regulations in other states and territories, visit the <http://www.privacy.gov.au>.

**Copyright Act 1968**

The Copyright Act 1968 is an Act relating to Copyright and the protection of certain performances, and for other purposes. For more information regarding the Copyright Act 1968, go to [www.aph.gov.au/library/pubs/rn/1998-99/99rn26.htm](http://www.aph.gov.au/library/pubs/rn/1998-99/99rn26.htm)

**National Vocational Education and Training Regulator Act 2011**

This Act was introduced in 2011 to establish a consistent registration and accreditation framework for Vocational Education and Training, by applying nationally agreed standards. For more information visit: http://www.comlaw.gov.au/Details/C2014C00623

**Equal Opportunity**

* New South Wales Anti-Discrimination Act 1977
* Queensland Anti-Discrimination Act 1991
* South Australia Equal Opportunity Act 1984
* Victoria Equal Opportunity Act 2010
* Western Australia Equal Opportunity Act 1984

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

**Australian Consumer Law (ACL) 2011**

Australian Consumer Law (ACL) 2011 aims to provide an equitable, competitive, informed and safe market place. It makes provisions in respect to certain unfair or undesirable trade practices, and aims at regulating the supply of goods and services. For more information visit: <http://www.consumerlaw.gov.au/content/Content.aspx?doc=home.htm>

**Competition and Consumer Act (CCA) 2010**

The object of the Competition and Consumer Act (CCA) 2010 is to enhance the welfare of Australians through the promotion of competition and fair trading, and through a provision for consumer protection. For more information visit: <http://www.accc.gov.au/content/index.phtml/itemId/815209>

**Children, Youth and Families Legislation**

* New South Wales Children and Young Persons (Care and Protection) Act 1998
* Queensland Child Protection Act 1999
* South Australia Children’s Protection Act 1993
* Victoria Children, Youth and Families Act 2005
* Western Australia Children and Community Services Act 2004

The objectives of the Children, Youth and Families legislations is:

* to provide for community services to support children and families
* to provide for the protection of children
* to make provision in relation to children who have been charged with, or who have been found guilty of, offences

For more information visit: <http://www.aifs.gov.au/nch/pubs/sheets/rs14/rs14.html>

**Contact Details for the State Training Authority (STA)**

### **Skills Canberra/Chief Minister, Treasury and Economic Development Directorate/ACT Government**

### Canberra Nara Centre

1 Constitution Avenue

GPO BOX 158

Canberra ACT 2601

### Ph: (02) 6205 8555

### Fax: (02) 6205 8448

Email: Skills@act.gov.auWeb: http://www.cmtedd.act.gov.au