

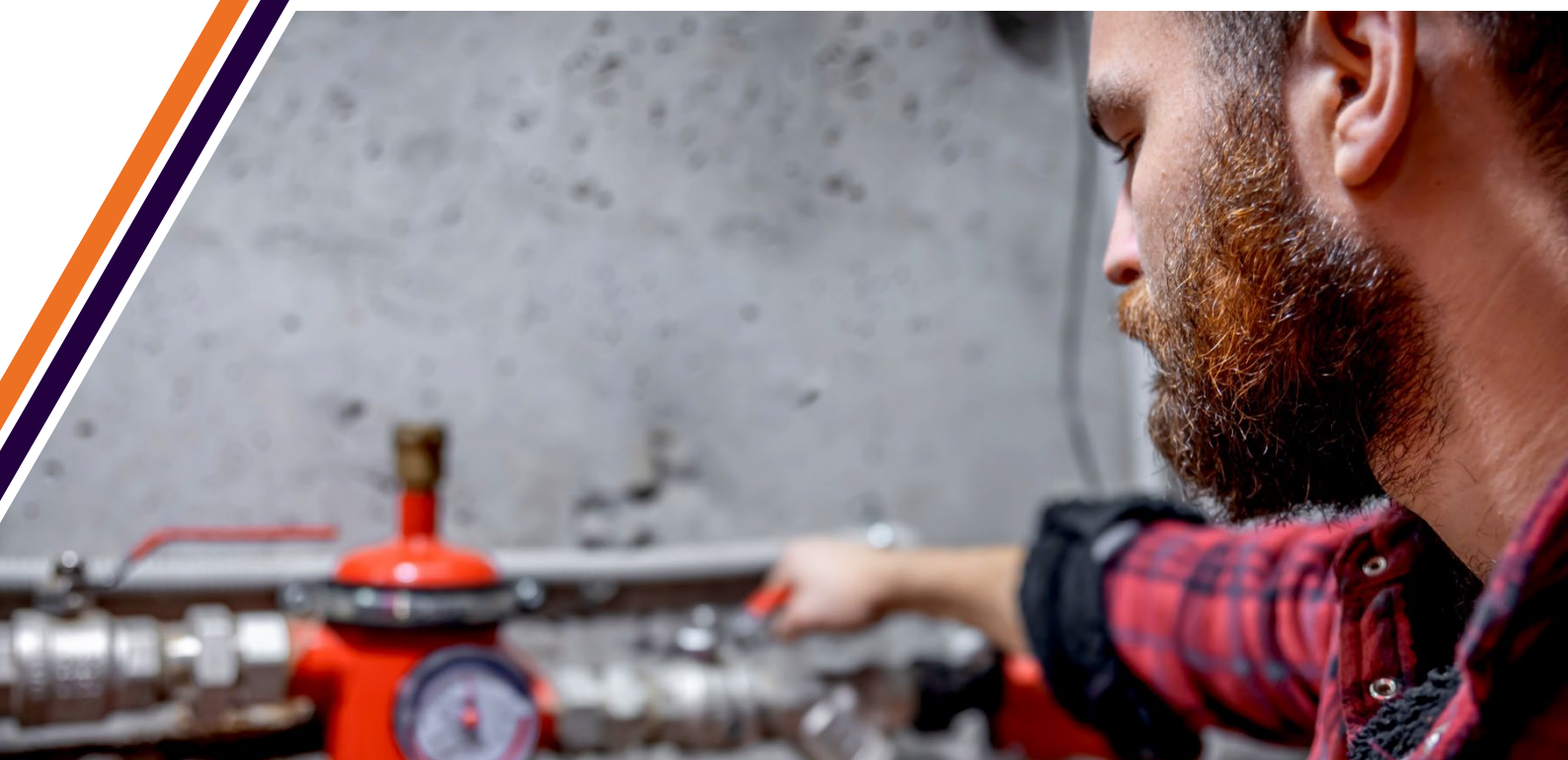
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Student Handbook

A guide for learners



Firefox Training Pty Ltd

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Table of Contents

FIREFOX TRAINING PTY LTD	1
ABN	1
65 643 758 552.....	1
NATIONAL RTO PROVIDER NUMBER	1
45700.....	1
PUBLICATION	1
TABLE OF CONTENTS	2
WELCOME	4
PURPOSE	4
HOW TO GET IN TOUCH	4
OFFICE HOURS	4
UNIQUE STUDENT IDENTIFIER	4
ENROLMENT AND PAYMENT	5
STUDENT RESPONSIBILITIES	5
ENROLMENT FORM	6
FEE STRUCTURE.....	7
ENROLMENT & SELECTION	7
COURSE FEES, PAYMENTS, REFUNDS AND CERTIFICATION	7
COOLING OFF PERIOD.....	9
CREDIT TRANSFER	9
RECOGNITION OF PRIOR LEARNING	9
RPL FEES (S)	10
RPL KIT (S)	11
RPL EVIDENCE	11
INDIVIDUAL NEEDS	11
LANGUAGE, LITERACY, NUMERACY AND DIGITAL SKILLS (LLND)	11
PROCESS FOR LLND ASSESSMENT:	12
SUPPORT SERVICES LIST	12
COURSE DURATION	13
VOLUME OF LEARNING	13
COURSE EXTENSIONS.....	13
COURSE CANCELLATIONS & DEFERRALS	13
ASSESSMENT POLICY	13
CHEATING AND PLAGIARISM (T&S)	14
DEFINITION OF CHEATING.....	14

DEFINITION OF PLAGIARISM	14
IT IS CHEATING TO:	15
IT IS NOT CHEATING TO:	15
REPERCUSSIONS	15
REFUND POLICY	16
COURSE FEES, PAYMENTS, REFUNDS AND CERTIFICATION (S).....	16
COMPLAINTS POLICY	17
COMPLAINTS POLICY (T&S)	17
COMPLAINTS PROCESS	18
APPEALS POLICY	20
ASSESSMENT APPEALS POLICY (T&S)	20
ASSESSMENT APPEALS PROCEDURE (T&S).....	20
PRIVACY POLICY.....	21
NATIONAL VET DATA PRIVACY NOTICE.....	21
TYPES OF INFORMATION WHICH WILL BE COLLECTED AND WHERE IT IS HELD	22
SENSITIVE INFORMATION.....	22
LEGISLATION AND GOVERNANCE	24
ANTI-DISCRIMINATION POLICY.....	24
SEXUAL HARASSMENT ACT 1984 (T&S)	24
HARASSMENT ACT 1997 (T&S)	25
ANTI-BULLYING (T&S).....	26
COPYRIGHT ACT 1968.....	26
WORK HEALTH AND SAFETY ACT 2011	27
ACCORDING TO DIVISION 4 OF THE ACT:.....	28
28 DUTIES OF WORKERS	28
29 DUTIES OF OTHER PERSONS AT THE WORKPLACE.....	28
INDUSTRIAL RELATIONS ACT 1988	28
PRIVACY ACT 1988	28
NATIONAL VOCATIONAL EDUCATION AND TRAINING REGULATOR ACT 2011.....	28
EQUAL OPPORTUNITY	29
AUSTRALIAN CONSUMER LAW (ACL) 2011	29
COMPETITION AND CONSUMER ACT (CCA) 2010	29

Introduction

Welcome

Welcome to Firefox Training. We are glad you have chosen us as your learning partner for your education journey.

Firefox Training is a registered training organisation (RTO Code: 45700) regulated by the Australian Skills Quality Authority (ASQA). Firefox Training always complies with the standards of the VET Quality Framework and Standards for Registered Training Organisations (RTOs) 2015.

This handbook outlines the Terms and Conditions of your enrolment, including your rights and responsibilities, and our obligations to you. It is a condition of your enrolment that you carefully read the Terms and Conditions within this Handbook.

Purpose

This Student Handbook contains important information about our policies and procedures regarding training and assessment. Firefox Training is committed to providing students with current, important, and relevant industry training Australia wide. Firefox Training reserves the right to modify and update the Student Handbook without notice. The current version of the Student Handbook can be downloaded from firefoxtraining.com.au

How to get in touch

There are a few ways to reach out if you need help, or just have a question.

1. Once you are logged in to our Online Portal, you can send a message directly to us.
2. You can email us at support@firefoxtraining.com.au
3. Give us a call on 1300 119 141.
4. Our address is Unit 6 / 305 Montague Rd West End Qld 4101 – Feel free to reach out via one of the methods above and arrange an appointment time to come discuss with us face to face.

Office Hours

Our office is typically staffed from 7am – 3pm Monday to Friday

Unique Student Identifier

Before commencing any nationally recognised course, each student must provide a USI. Each student enrolment received must have a verified USI as per the AVETMISS reporting requirements and for identification purposes. Firefox Training will only issue a qualification,

record of result and/or statement of attainment to a student if there is a verified USI against the student's file.

To create a USI, click on the provided link and follow the prompts <https://www.usi.gov.au/>

Enrolment and Payment

Each student is required to complete the enrolment application on the website.

The RTO has mechanisms in place to ensure that the prospective learner has clear information about the services that will be provided by the RTO prior to course commencement, so that they can make an informed decision to ascertain if the course is suitable for them, considering their existing skills and knowledge and any specific needs.

Student Responsibilities

As a student with Firefox Training, you are responsible for your own actions, this includes:

- Complying with the policies and procedures within the Student Handbook
- Participating in all training activities by asking questions and interacting with other students during face-to-face training
- Communicating with the Trainer any struggles that you may be having, especially if it will affect your training and assessment.
- Dressing appropriately for the classroom, as if you would dress for your workplace (during face-to-face training)
- Using your brain and challenge yourself in the classroom (online and face to face), you will thank yourself later when you have a better understanding of the training that was delivered
- Completing all assessment requirements required to determine your competency
- Cooperating with Trainers, Assessors, RTO Staff and Students in the conduct of training and assessment
- Pay enrolment fees prior to course commencement and the remainder of the fees before graduation certificate or testamur is issued.
- Finding ways to relate to your reading and writing. What original thoughts and experiences can you bring to the course to make it come alive for yourself?
- During training you will participate in all activities, don't jeopardise your own learning by not participating (during face-to-face training)
- Surround yourself with other students who can help you. You don't have to be best friends with everyone you seek advice from but find friends or acquaintances that will help you to be the best of you.

Enrolment Form

All students are required to complete an enrolment form prior to course commencement to ascertain contact details, Unique Student Identifier, course of interest, emergency contact details, whether there is any recognition of prior learning and to collect the relevant statistical information required for AVETMISS reporting.

The enrolment form outlines the Terms and Conditions of enrolment, including student's rights and responsibilities. Students are required to sign the form to acknowledge their agreement with the RTO's terms and conditions. This is done via electronic signature via our web-based enrolment form.

A copy of the Enrolment Form will be supplied to the learner, in line with the Australian Consumer Law requirements, prior to course commencement.

The RTO Manager or their delegate is responsible for ensuring each student has completed an enrolment form prior to course commencement.

Following is a list of "Terms & Conditions of Enrolment" listed on the Enrolment Agreement Form:

- Enrolment and Selection
- Course Fees, Payments, and Refunds
- Fee Protection
- Cooling Off Period
- Complaints and Appeals
- Credit Transfer
- Language, Literacy and Numeracy
- Support Services
- Legislative and Regulatory Requirements
- Workplace Health and Safety
- National VET Data Privacy Notice

The Enrolment Agreement Form includes:

- Confirmation that the RTO is responsible for compliance of training and/or assessment
- Confirmation that the RTO is responsible for issuance of AQF certification documentation
- Details of the RTO complaints and appeals processes (also refer Clauses 6.1 -6.4)
- The learner's rights if the RTO or third party closes or ceases to deliver the agreed training and/or assessment

Each student is required to complete an enrolment form prior to course commencement. The form is to be signed by the student stating that they agree with the RTO's policies and procedures, as outlined on the enrolment form.

Fee Structure

Enrolment & Selection

1. The student is responsible for notifying Firefox Training if they have a medical condition or disability or require assistance in their training.
2. A deposit must accompany enrolment to secure a placement within a course; this fee is also the Administration Fee.
3. It is the student's responsibility to note the date, time, and location of the course as advertised.
4. Courses with low enrolments may be cancelled, every effort will be made to contact students, please ensure your contact details are correct.
5. Requests from the student to transfer or credit their course placement due to changed personal circumstances will be considered and every effort will be made to ensure a placement into an alternative course.
6. If you are unable to complete your course, due to changed personal circumstances, the RTO will make every effort to ensure you are placed into an alternative pre-scheduled course.
7. Students can only join after course commencement date if they meet all prerequisites. Full course fees are still payable for late enrolments.
8. The RTO reserves the right to decline admission to a course, terminate a student's enrolment in a class or change a Trainer/Assessor at any time without notice.
9. Students participate in courses involving physical activity; field trips, practical demonstrations etc. and do so at their own risk. Firefox Training's students are covered by public liability insurance whilst working within the RTO's premises.

Course Fees, Payments, Refunds and Certification

1. Please refer to the course information available on the website for information (course information on the website) on course fees, including any required deposit; administration fees; materials fees and any other charges (if applicable).
2. In line with the RTO's Fee Protection Policy the RTO will not collect more than \$1,500 prior to course commencement.
3. Certificates and Statements of Attainment are issued to students who are assessed as competent in the units successfully completed. The cost of the certificates is included in the course fees. Once the fees are paid for in full, any certificate or Statement of Attainment will be made available to you.

4. Refunds may be made in the following circumstances:
 - a) Participants have overpaid.
 - b) Participants enrolled in training that has been terminated by the RTO.
 - c) Participant advises the RTO prior to course commencement that they are withdrawing from the course.
 - d) If the participant withdraws from a course or program, prior to course commencement, due to illness or extreme hardship as determined by the RTO.
 - e) In the event that the RTO fails to provide the agreed services
5. A deposit of no more than \$1,500 is required prior to course commencement; this deposit is to confirm access to start a course.
6. An administration fee is required to be paid prior to course commencement which is included within the deposit fee. Students may be entitled to a refund of the remaining deposit if the deposit is more than the administration fee. If the student withdraws from the course prior to course commencement, they will forfeit this administration fee. If the total course fee is less than \$295, then the total of the course is to be paid prior to course commencement to secure a place within the course – deemed commenced once learning materials have been accessed.
7. No refunds will be issued once the student has commenced the course.
8. Students are responsible for the safe storage of their Certificates and Statements of Attainment. Students can access their certificates or statements of attainment through the student portal for a period of 12 months after course completion. A hard copy of the testamur can be requested in writing with a fee of \$45 being applicable.
9. The RTO is responsible for issuance of AQF certification documentation within 30 calendar days of course completion and finalisation of any outstanding balances payable for the course or unit of competency.
10. If a student is deemed not yet competent during the practical phase of their assessments, they will be offered an opportunity to be reassessed within a reasonable timeframe. If a student is deemed not yet competent a second time, they will be given further training and assistance with an opportunity for reassessment once it has been deemed the student is ready for reassessment.
11. If a student is required to be reassessed, they will be provided with further guidance from their trainer prior to reassessment.
12. There will be no reassessment fee. If a reassessment fee is applicable, this fee will be included on the course information on the website.
13. If a student is deemed competent in some but not all the units of competencies required, a Statement of Attainment will be issued, and the student will be given a six-month period to undertake reassessment if required.

Cooling Off Period

The RTO protects the rights of the learner including but limited to the Statutory requirements for cooling-off periods.

Students are eligible to cancel their enrolment by placing a formal notice of cancellation in writing to the RTO Manager or their delegate (a letter or email is acceptable) within 10 business days of enrolment, unless the student has already commenced the training. Please refer to the Refund policy for process on acquiring a refund.

Credit Transfer

AQF Certifications issued by other Registered Training Organisations (RTO) are recognised by Firefox Training, this enables individuals to receive national recognition of their achievements.

To apply for a credit transfer, the student is required to complete the following steps:

1. Submit a copy of the VET transcript from the other RTO and highlight the units you wish to have applied to your current enrolment or Submit USI Transcript.
2. Units can be verified on www.usi.gov.au, only applicable if student completed the units after 1 January 2015, with permission granted from student via the USI portal or via contacting the issuing RTO.
3. The RTO in consultation with relevant Assessor will review and confirm whether student is eligible for Credit Transfer (CT)
4. If the student is eligible, the result of CT should be applied to the unit within the Student Database
5. The RTO to advise the student in writing of the outcome of the credit transfer application:
 - a) Student is eligible for CT and the result has been entered into the Database.
 - b) Student is not eligible for CT and the reason why.

Recognition of Prior Learning

All students are eligible to apply for Recognition of Prior Learning and are advised of this on the Enrolment Form and on the course information available on the website.

Recognition of Prior Learning is granted as a result of identifying and assessing previous and current informal education and training, work experience and/or life experience and knowledge. Previous learning and the evidence supplied is measured against pre-determined performance standards contained within the Units of Competency.

To prepare for recognition of prior learning the student should indicate their decision to apply for recognition as soon as possible after the induction and orientation program. Following is the process for preparing for recognition of prior learning:

In consultation with the trainer/assessor the student should:

- Decide which units are to be recognised
- Provide an Evidence Portfolio in line with agreed evidence plan
- Undertake peer assessment or third-party evidence
- Be prepared to 'show, tell and apply' skills and knowledge

Evidence for recognition of prior learning may include any multiples of the following:

- Performance, demonstration, or skills test/assessment
- Workplace or other pertinent observation
- Oral presentation
- Portfolio, logbook, task book, projects, or assignments
- Written presentation
- Interview and questions
- Simulations
- Video, photographic (endorsed) evidence
- Competency conversations (focusing on key points to look for in responses)

Students will initially be assessed against the performance criteria and critical aspects of evidence for each unit of competency within the Training Product.

RPL applicants must demonstrate their claim for competency in sufficient detail to enable the assessor to make clear judgements.

Students are required to sign an RPL Assessment Kit, which outlines the requirements of the evidence required for proof of competency. Assessors will develop an Assessment Plan to enable a portfolio to be developed.

RPL Fees (S)

Each applicant for RPL will be provided with a quote for RPL based on the following variables:

- The number of units to be recognised
- Whether observation within the Workplace is required
- The amount of evidence to be reviewed
- Whether references need to be interviewed
- Whether units have been clustered

Once the quote has been accepted and the invoice has been paid, the student will be issued with an RPL Kit (see more details below) and an Assessor will be assigned to conduct the assessment.

RPL Kit (S)

The RPL Kit is to be completed by students who wish to be given recognition for skills and knowledge that they may currently hold within a field or industry. The application process requires the student to provide evidence of, or demonstrate, their current ability to perform the requirements of each of the performance criteria within the unit of competency of a qualification.

Following is the process for applying for RPL using the RPL Kit:

- Student to contact the RTO and advise that they wish to apply for RPL using the RPL Kit
- RTO to supply the RPL Kit and explain the process for RPL
- RTO to allocate an Assessor to contact the student to ensure that they understand the requirements of the evidence to be supplied
- Student to submit to the Assessor all the required evidence and the completed RPL Kit
- Assessor to review the RPL Kit and determine whether the student has the required skills and knowledge against each Unit of Competency

Once the eligibility of the student has been determined by the Assessor, the kit is to be forwarded to the RTO for Certificate issue.

RPL Evidence

See User Guide provided to you at enrolment on how to upload the evidence for your RPL.

Individual Needs

Language, Literacy, Numeracy and Digital skills (LLND)

LLND support is available to provide students with advice and support services in the provision of language, literacy, numeracy, and digital assessment services. Student's needing assistance with their learning should be identified upon enrolment. Trainers and staff within the RTO can provide students with support to assist the student throughout the learning process.

Language, Literacy, Numeracy, and digital skills are generally included and identified in Training Products and accredited course programs. In identifying language, literacy, numeracy and digital requirements, students are required to have basic skills in:

- Count, check and record accurately.
- Read and interpret.
- Estimate, calculate and measure.
- Accessing and using digital technology and communication tools

Process for LLND Assessment:

1. RTO to provide each student with personal access to LLND Robot prior to course commencement.
2. Student to complete the LLNDD Assessment online
3. An Assessor who holds the TAELLND411 - Address adult language, literacy and numeracy skills unit from the Certificate IV in Training and Assessment qualification, will review the LLNDD Assessment outcome from the program to identify any difficulties the student may have experienced in completing the tool
4. Determine the results from the LLND Assessment tool to determine the level of support the student may required to complete the training and assessments.
5. If the student has demonstrated that they have the skills to commence training, determine whether any adjustments should be made to the training to meet the needs of the student (i.e., assistance with writing etc.).
6. If the student does not have the skills required to complete training and assessment, determine whether the student needs to be redirected to Language, Literacy, Numeracy and Digital Training. (i.e., The Reading Writing Hotline)
7. Trainers are required to monitor student progress to identify needs on an ongoing basis, through assessment tools and course participation, to determine whether further assessment or assistance is required
8. If a Trainer identifies any LLND barriers they are required to notify the RTO Manager or their delegate as soon as possible so that further assistance can be provided
9. If required, the student may be referred to a third party if the RTO is unable to assist with any barriers to learning.
10. Once a student has completed further training to improve their language, literacy and numeracy, they are invited to return to the RTO to continue their training.

The LLND Assessment Tool may be replaced by any industry specific tool.

Support Services List

The Support Services List provides a list of support services available to students through referral, please refer to the list to identify the most appropriate service for the students. This list is provided in the Student Handbook and includes website addresses and phone numbers to access these services.

If a student is unsure of the service that they require, they should contact their trainer or the RTO Manager or their delegate to discuss further.

Course Duration

Volume of Learning

To ensure that the Training and Assessment Strategy includes the “amount of training the RTO will provide”, the Training and Assessment Strategy includes the total Volume of learning can be identified through the relevant Industry Skills Council Companion Guide and the AQF Handbook.

Following is an extract from the AQF Handbook that includes the typical timeframe of each qualification level. (www.aqf.edu.au)

Level	Volume of Learning	Years	Hours
1	The volume of learning of a Certificate I is typically	0.5-1	600-1200
2	The volume of learning of a Certificate II is typically	0.5-1	600-1200
3	The volume of learning of a Certificate III is typically Up to 4 years may be required to achieve the learning outcomes through a program of indentured training/employment	1-2	1200-2400
4	The volume of learning of a Certificate IV is typically. There may be variations between short duration specialist qualifications that build on knowledge and skills already acquired and longer duration qualifications that are designed as entry level requirements for work	0.5-2	600-2400
5	The volume of learning of a Diploma is typically	1-2	1200-2400
6	The volume of learning of an Advanced Diploma is typically	1.5-2	1800-2400

Course Extensions

Learners enrolled into courses with Firefox Training can work self-directed and self-paced. Their enrolment remains current for a period of 12 months. After this period, if there has been no activity, the student will be given an extension to complete. This is on a case-by-case basis. Please contact Firefox Training for further details.

Course Cancellations & Deferrals

Students are eligible to cancel their enrolment by placing a formal notice of cancellation in writing to the RTO Manager or their delegate (a letter or email is acceptable) within 10 business days of enrolment, unless the student has already commenced the training. Please refer to the Refund policy for process on acquiring a refund.

Assessment Policy

Assessors are responsible for ensuring that all assessments are conducted in accordance with the principles of assessment and the rules of evidence.

Following is a guide to what should be in the assessment tools to meet the “Principles of Assessment”:

- Elements addressed (to levels as defined in performance criteria)
- Knowledge evidence/required knowledge addressed

- Performance evidence/required skills addressed
- Assessment conditions/critical aspects of evidence addressed
- Context and consistency of assessment addressed to appropriate AQF level
- Assessment of knowledge and skills is integrated with their practical application
- Assessment uses a range of assessment methods
- Criteria defining acceptable performance are outlined for all instruments
- Clear information about assessment requirements is provided (for assessors and students)
- Allows for reasonable adjustment and provides for objective feedback
- Considers dimensions of competency and transferability

Cheating and Plagiarism (T&S)

Firefox Training will not condone cheating or plagiarism in any form by students of the RTO and will ensure that these standards are upheld. Trainers must be diligent in reducing potential opportunities for cheating and plagiarism to occur by adhering to our policy on Cheating and Plagiarism.

Definition of Cheating

Cheating is defined as obtaining or attempting to obtain, or aiding another to obtain credit for work, or any improvement in evaluation of performance, by any dishonest or deceptive means. Cheating includes, but is not limited to: lying; copying from another's test or examination; discussion at any time of answers or questions on an examination or test, unless such discussion is specifically authorized by the instructor; taking or receiving copies of an exam without the permission of the instructor; using or displaying notes, "cheat sheets," or other information devices inappropriate to the prescribed test conditions; allowing someone other than the officially enrolled student to represent same.

Definition of Plagiarism

Plagiarism is defined as the act of using the ideas or work of another person or persons as if they were one's own without giving proper credit to the source. Such an act is not plagiarism if it is ascertained that the ideas were arrived through independent reasoning or logic or where the thought or idea is common knowledge. Acknowledgement of an original author or source must be made through appropriate references, i.e. quotation marks, footnotes, or commentary. Examples of plagiarism include, but are not limited to the following: the submission of a work, either in part or in whole completed by another; failure to give credit for ideas, statements, facts or conclusions which rightfully belong to another; failure to use quotation marks (or other means of setting apart, such as the use of indentation or a different font size) when quoting directly from another, whether it be a paragraph, a sentence, or even a part thereof; close and lengthy paraphrasing of another's writing without credit or originality; use of another's project or programs or part thereof without giving credit.

It is cheating to:

- use notes or other resources without permission during formal testing.
- hand in someone else's work as your own (with or without that person's permission)
- hand in a completely duplicated assignment
- take work without the author's knowledge.
- allow someone else to hand up your work as their own.
- have several people write one computer program or exercise and hand up multiple copies, all represented (implicitly or explicitly) as individual work.
- use any part of someone else's work without the proper acknowledgement.
- steal an examination or solution from a Trainer/Assessor.

It is not cheating to:

- discuss assignments with your Trainer/Assessor or other students to understand what is being asked for.
- hand in work done alone or with the help of staff.
- get help to correct minor errors in spelling, grammar, or syntax (sentence construction)
- discuss assignment requirements and course materials so that you can better understand the subject (this is, in fact, encouraged)
- submit one assignment from a group of students where this is explicitly permitted or required.
- use other people's ideas where they are acknowledged in the appropriate way, such as referencing using footnotes, end notes or the Harvard system of referencing.

Repercussions

If you are suspected of cheating, your Trainer/Assessor will investigate to establish evidence to support the suspicion.

If there is evidence to support the suspicion, your Trainer/Assessor will notify the RTO Manager or their delegate and set out the concerns to you in writing, requesting a time to discuss the matter. You will have the opportunity to counter the allegations made against you.

Once you have provided your information, Firefox Training may come to one of two decisions:

- It is a minor or unintentional offence, and you will need to undergo an alternative form of assessment, such as a short oral assessment, which may involve talking about the work or questioning. The penalty in this case is that you will receive the lowest level of competency or pass for all the learning outcomes being assessed.

- It is a serious offence, and you will fail the module. Repeated offences of cheating – minor or serious – will result in failure of the module plus a record on your student file, together with the reason.

You will be advised of all repercussions in writing.

What if I don't agree with the decision?

If you receive repercussions for cheating and believe that the ruling is unjust, you have the right to appeal against the charge. This appeal must be lodged in writing with the educational manager of the program within one week of this notification.

The appeal may be lodged against:

- the process
- the decision
- the repercussion

The appeal will be investigated, and a decision will be advised to you within a week of your appeal.

If you are having difficulties with your studies, you are encouraged to seek help from your Trainer/Assessor.

Refund Policy

Course Fees, Payments, Refunds and Certification (S)

Please refer to the course information available on the website for information (course information on the website) on course fees, including any required deposit; administration fees; materials fees and any other charges (if applicable).

In line with the RTO's Fee Protection Policy the RTO will not collect more than \$1,500 prior to course commencement.

Certificates and Statements of Attainment are issued to students who are assessed as competent in the units successfully completed. The cost of the certificates is included in the course fees. Once the fees are paid for in full, any certificate or Statement of Attainment will be made available to you.

Refunds may be made in the following circumstances:

- Participants have overpaid.
- Participants enrolled in training that has been terminated by the RTO
- Participant advises the RTO prior to course commencement that they are withdrawing from the course.
- If the participant withdraws from a course or program, prior to course commencement, due to illness or extreme hardship as determined by the RTO.
- In the event that the RTO fails to provide the agreed services

- A deposit of no more than \$1,500 is required prior to course commencement; this deposit is to confirm access to start a course.

An administration fee is required to be paid prior to course commencement which is included within the deposit fee. Students may be entitled to a refund of the remaining deposit if the deposit is more than the administration fee. If the student withdraws from the course prior to course commencement, they will forfeit this administration fee. If the total course fee is less than \$295, then the total of the course is to be paid prior to course commencement to secure a place within the course – deemed commenced once learning materials have been accessed.

No refunds will be issued once the student has commenced the course.

Students are responsible for the safe storage of their Certificates and Statements of Attainment. Students can access their certificates or statements of attainment through the student portal for a period of 12 months after course completion. A hard copy of the testamur can be requested in writing with a fee of \$45 being applicable.

The RTO is responsible for issuance of AQF certification documentation within 30 calendar days of course completion and finalisation of any outstanding balances payable for the course or unit of competency.

If a student is deemed not yet competent during the practical phase of their assessments, they will be offered an opportunity to be reassessed within a reasonable timeframe. If a student is deemed not yet competent a second time, they will be given further training and assistance with an opportunity for reassessment once it has been deemed the student is ready for reassessment.

If a student is required to be reassessed, they will be provided with further guidance from their trainer prior to reassessment.

There will be no reassessment fee. If a reassessment fee is applicable, this fee will be included on the course information on the website.

If a student is deemed competent in some but not all the units of competencies required, a Statement of Attainment will be issued, and the student will be given a six month period to undertake reassessment if required.

Complaints Policy

Complaints Policy (T&S)

Staff and students have the right to submit a complaint if they wish to express discontent against another person or a complaint against the RTOs process or system. To ensure that complaints are dealt with in a timely manner, we have implemented a complaints process. This policy and procedure is relevant to all grievances arising in the following areas:

- Student wishes to raise a complaint against another student.
- Student wishes to raise a complaint against the RTO.
- Student wishes to raise a complaint about a Third Party
- RTO staff wishes to raise complaint about a Third Party

- Staff wishes to raise a complaint about another staff member or a student.

Complaints Process

If a student, trainer, or staff member is experiencing any difficulties, they are encouraged to discuss their concerns with Senior Management. RTO administrative staff will make themselves available at a mutually convenient time if a student wishes to seek assistance.

If a student or staff member wishes to make a formal complaint, they are required to complete a Complaints and Appeals Form, which is included in the Student and Trainers Handbook. Once the form has been completed, the form should be submitted to the RTO Manager or their delegate for actioning.

If required, the student has the right to have a third party/support person assist them through the Complaints Process, this may be due to language barriers or simply at the students' request.

Following is the process for managing complaints:

1. Formal complaint is received from the complainant to the RTO
2. If not already submitted with the complaint, a Complaints and Appeals Form is completed and submitted to the RTO Manager or their delegate
3. A written acknowledgement of receipt of the Complaints and/or Appeal will be forwarded to the complainant following receipt by the RTO Manager or their delegate within 5 business days
4. The Complaint is discussed with ALL parties involved in the grievance, and ALL parties are notified in writing of the complaint, which will ensure the requirements of natural justice and procedural fairness are met
5. Grievances must be kept confidential, to protect the complainants
6. All Complaints and Appeals Forms are to be reviewed at the monthly Quality and Compliance Meetings.
7. The RTO Manager or their delegate is to follow the process on the Complaints and Appeals Form for the process under "Recommended Action Required for Improvement".
 - a. An initial meeting is to be held within 10 business days
 - b. If further investigation is required, this should be completed within 60 calendar days
8. Each appellant:
 - a. Has an opportunity to formally present his or her case
 - b. Is given a written statement of the complaint outcomes, including reasons for the decision
9. If the Complainant wishes to appeal the Complaint outcome, the student can bring the complaint before senior management for resolution, agreeable to all parties.
10. If Senior Management is party to the grievance, they will not take part in any discussions or decisions made and the appeal will be referred to the CEO.

11. If a solution has not been reached to the benefit of all parties the complainant has the right to request a review by an independent party, who is not part of the RTO
12. The RTO is responsible for acting upon the subject of any complaint found to be substantiated.
13. Complaints and Appeals Forms received are to be entered onto the Complaints and Appeals Register
14. If the RTO determines that the complaint process cannot be finalised within 60 calendar days, the RTO Manager or their delegate will:
 - a. Confirm this in writing to the complainant, including reasons why more than 60 calendar days is required
 - b. Will regularly update the complainant or appellant on the progress of the matter

Complaints and Appeals Forms are to be actioned by the appropriate staff member and filed into the Complaints and Appeals Register and a scanned copy saved onto the student file in the database.

All Complaints and Appeals Forms are to be reviewed during the monthly Quality and Compliance Meetings and improvements are to be identified and implemented according to the Policies and Procedures of the RTO.

Should you disagree with the result of the appeal by the RTO, you can lodge a complaint to:

- National Training Complaints Hotline (<https://www.education.gov.au/NTCH>) Phone: 13 38 73, Monday–Friday, 8am to 6pm nationally.
- Email Complaints: <https://www.education.gov.au/email-complaints>
- NSW – Office of Fair Trading (<http://www.fairtrading.nsw.gov.au>).
- QLD – Fair Trading Queensland (<https://www.qld.gov.au/law/fair-trading/>)
- SA – Consumer and Business Services SA (<http://www.cbs.sa.gov.au>)
- TAS – Consumer Affairs and Fair Trading (<http://www.consumer.tas.gov.au/>)
- VIC – Consumer Affairs Victoria (<https://www.consumer.vic.gov.au/businesses/fair-trading>)
- WA – Consumer Protection Western Australia (<https://www.commerce.wa.gov.au/consumer-protection>)
- NT–Consumer Affairs Northern Territory (<http://www.consumeraffairs.nt.gov.au/Pages/default.aspx>)

There is no cost involved with lodging a complaint with Firefox Training.

Appeals Policy

Assessment Appeals Policy (T&S)

The student has the right to appeal on an assessment result if they believe that the result given was unfair or unjustified.

This includes Appeals arising in the following areas:

- a) Student disagrees with the result given by their Assessor (including Third Party)
- b) Student wishes to have their result reviewed by another Assessor
- c) Student wishes to be re-assessed for the same unit
- d) Student wishes to change the unit
- e) Student believes that they were discriminated against by the Assessor

Assessment Appeals Procedure (T&S)

All students have the right to appeal any assessment decision made by the RTO if they:

- Believe that the assessment is invalid and/or
- Feel that the process was invalid, inappropriate, or unfair

Before making an appeal, we ask that you discuss the matter with your Trainer/Assessor in an attempt to reach a decision.

If you are still not happy, you are then entitled to lodge a formal Appeal by completing a "Complaints and Appeals Form" within 7 days of the initial discussion. Any decision recommended by this party is not binding to either party in the dispute.

If you are still not satisfied an independent third-party will be appointed at the student's cost to review the complaint or appeal if the complainant or appellant deems it necessary.

You have the right to a support person to be involved at all times during the appeal process.

Following is the process submitting an Appeal:

1. Student receives a result for an assessment task of which they do not agree with the result
2. Student completed a Complaints and Appeals Form
3. The Complaints and Appeals Form is submitted to the RTO Manager or their delegate
4. A written acknowledgement of receipt will be forwarded to the student confirming receipt of the Complaints and Appeals Form
5. The RTO Manager or their delegate will consult with the trainer/assessor and student individually
6. An initial meeting should be held within 10 business days
7. The student will be advised of the outcome of this consultation process within 15 business days of the dispute being lodged

8. If it is decided that there is a case for review, a suitably qualified, independent assessor will be employed to conduct another assessment. An assessment date will be negotiated with the student. Following the assessment, the student will be advised of the result within 10 business days.
9. If the student is not satisfied with any decisions made in this review process, a Review Board (which may include representatives from another RTO) will be convened to review the case again. An opportunity for Improvement Form may need to be completed in order to identify any improvements on the process that may need to be made.
10. All Complaints and Appeals Forms received are to be entered onto the Complaints and Appeals Register

Privacy Policy

National VET Data Privacy Notice

The Privacy Notice at Schedule 1 of the National VET Data Policy sets out privacy information a student needs to know before they enrol with a registered training organization (RTO). Firefox Training is responsible for providing this Privacy Notice to students as part of the enrolment process.

The Privacy Notice explains how personal information provided by the student may be collected, held, used, or disclosed, together with training activity information. It also assists to establish a student's expectations of how their personal information and training data may be handled.

The Privacy Notice also makes it clear that the Notice is in addition to any other specific requirements RTOs are obligated to provide to their students, for example, under state or territory privacy laws.

The Enrolment Form includes the Privacy Notice under the Terms and Conditions.

Firefox Training respects the importance of securing any form of personal information which is collected from the student(s) and/or other Stakeholders.

Information collected from students is only utilised for the purpose gathering information on the student as part of their enrolment, training, assessment, and certification process. All data is kept securely within either a locked filing cabinet or filed electronically within a password protected database.

Firefox Training has an obligation under Commonwealth and State legislation to provide information to certain government departments for the purpose of reporting data to the government. On occasion, the government regulatory body will require access to student records for the purpose of auditing the RTO against the Standards for RTO's. No student files will be removed from the RTO's site unless a student is notified beforehand.

The RTO promotes and conducts the following policy in accordance with the privacy Amendment (enhancing Privacy Protection) Act 2012, which amends the Privacy Act 1988

Types of information which will be collected and where it is held

The RTO collects information for training purposes and compliance against the Standards for RTOs to ensure quality service is given to its students in an open and transparent way.

The information collected and stored in the RTO's AVETMISS database includes:

- Student Name
- Age, sex
- Contact information
- Record progress
- For more information, please refer to Clause 17.4 on page 90 for Records Management – paper-based Policy and Procedure

This information is collected for statistical purposes by the Government & regulating bodies. How the RTO gathers such information through the AVETMISS data collected on the enrolment form and the Q1 AQTF feedback form.

Should the student and/or stakeholder choose to remain anonymous or use a pseudonym the individual has the right when it is lawful and practicable to do so.

In the case of enrolling into a nationally recognised qualification, all students must use the identity details on their photo ID which will be verified by the RTO.

Personal information other than sensitive information

The RTO will only collect personal information that is reasonably necessary for one or more of their functions or activities.

Sensitive information

Sensitive information in which the RTO may collect and/or solicit, would be for lawful means as authorised by or under an Australian Law or a court/tribunal order. Should sensitive information related to student's health and safety, the RTO may collect this information with the consent of the individual or authorised by or under Australian Law.

Should the RTO receive personal information although not solicited such information, they will determine as soon as practicable and lawful to do so, destroy the information or ensure the information is de-identified. The RTO will also, within a reasonable period after receiving the information, determine whether it could have been collected under APP 3.

At or before the time, or if that is not practicable as soon as practicable after, the RTO collects personal information about an individual, such steps will be taken to inform the individual:

- The identity of the RTO and contact details.
- If the RTO collects or has collected person details from someone other than the individual
- If the collection of personal information is required or authorised by or under and Australian law or a court/tribunal order.

- The purpose for which the RTO has collected the information
- The consequences (if any) for the individual if all or some of the personal information is not collected by the RTO
- Whom the RTO discloses the personal information too
- How the individual may access the personal information and seek correction of such information
- Please refer to Access to Records Policy and Procedure
- How the individual may complain due to any form of breach
- Please refer to Clause 6.1 for the Complaints and Appeals Policies & Procedures

The RTO will ensure and promote to its staff that disclosure of personal information for another purpose such as direct marketing, public relations and relationship building is not prohibited unless the individual has consented to the use of disclosing information.

Where State or Commonwealth funding supports training, we are obliged to submit personal and progress details for research, statistical analysis, program evaluation, post completion survey and internal management purposes.

The RTO will not use or disclose personal information for the purpose of direct marketing as outlined in APP 6 unless consent is made by the individual.

This includes sharing your personal details with another organisation unless it is a government department.

The RTO will only transfer personal information to an individual or someone overseas if;

- The receipt of the information is subject of law
- The RTO believes that the disclosure of the information is reasonably necessary for one or more enforcement activities.

The RTO must not adopt a government related identifier of an individual as its own identifier of the individual unless required or authorised by or under an Australian law or a court/tribunal order; if:

- The identifier is prescribed by the regulations.
- The organisation is prescribed by the regulations
- The adoption, use or disclosure occurs in the circumstances prescribed by the regulations

In this case of Traineeships and Apprenticeships, students will be issued with a Training Contract Identification Number (TCID), which will be used for identified with the relevant government department.

In the case of the Unique Student Identifier (USI) all students will be required to produce this number prior to enrolment.

All personal information collected by the RTO must be accurate, up to date, complete and relevant.

The RTO must ensure that personal information is protected from misuse, interference and loss from unauthorised access, modification or disclosure. To ensure this, all data is collected and stored on the student management system with limited access to authorised personnel only.

All students have the right to gain access to information on request that fall within the definition of personal information. Should the information be withheld from the individual, the RTO should provide reason why access will not be made available within lawful reasons.

Legislation and Governance

Firefox Training will adhere to all relevant legislation including but not limited to:

Anti-Discrimination Policy

The Anti-Discrimination Act 1991 aims to promote equality of opportunity for everyone by protecting them from unfair discrimination in certain areas of activity and from sexual harassment and certain associated objectionable conduct, including education and training.

The RTO is committed to ensuring that all its representatives, clients and participants are treated fairly and equally in their employment and training.

1. All opportunities are determined based on merit without regard to nationality, race, religion, sex, sexuality, marital status, pregnancy, politics or impairment.
2. Trainer/Assessors are accountable for the implementation of this policy.
3. The RTO and its representatives have a responsibility to provide an environment, which is free from any form of discrimination, harassment, insult, ridicule, and victimisation or bullying either directly or indirectly.

Sexual Harassment Act 1984 (T&S)

All representatives of the RTO are required to note and agree to comply fully with the regulations and legislation preventing Sexual Harassment and ensure that all training participants are made aware of and comply with such regulations and legislation requirements.

Sexual Harassment includes but is not limited to:

1. Making unsolicited and unwelcome written, verbal, physical or visual contact with sexual overtones (for example: jokes, slurs, assault, touch, or posters)
2. Continuing to express sexual interest after being informed that the interest is unwelcome
3. Masking reprisals, threats of reprisal or implied threats of reprisals following a negative response. (For example, suggesting a poor performance report will be given)
4. Engaging in implicit or explicit coercive sexual behaviour which is used to control, influence, or affect the career, salary or environment of another
5. Offering favours or benefits such as promotions, favourable reviews, favourable assigned tasks, etc in return for sexual favours

The RTO strives for an environment free of sexual harassment. These policies against harassment apply to both the training and work environments for participants, clients, staff, and contractors.

Anyone found to be in violation of this policy will be subject to appropriate disciplinary action, which includes warnings, reprimand, suspension, dismissal, or cancellation of contract.

Harassment Act 1997 (T&S)

Harassment, victimisation, bullying or any such conduct that has the purpose or effect of interfering with an individual's work performance or creating an intimidating, hostile, or an offensive learning environment, will not be tolerated. This includes harassment, victimisation, bullying because of sex, race, national origin, religion, disability, sexual preference, or age.

Harassment is unlawful under Commonwealth and State legislation and all harassment, bullying and victimisation are contrary to the duty of care to provide a safe environment for work and learning.

Harassment, victimisation and bullying can take many forms. It can be overt or subtle, direct or indirect.

Examples of Harassment may include:

- Unwelcome physical contact
- Repeated unwelcome invitations
- Insulting or threatening language or gestures
- Continual unjustified comments about a client's work or work capacity
- Jokes and comments about someone's ethnicity, colour, race
- Pictures, posters, graffiti, electronic images, which are offensive, obscene, or objectionable.

Examples of victimisation may include:

- Unfavourable treatment like aggression
- Refusing to provide information to someone
- Ignoring a person
- Mocking customs or cultures

Lower assessment of client work Examples of bullying may include:

- A person who uses strength or power to coerce others by fear
- Behaviour that intimidates, degrades, or humiliates a person
- Aggression, verbal abuse, and behaviour which is intended to punish
- Personality clashes and constant 'put-downs'
- Persistent, unreasonable criticism of client work performance
- Client violence both physical and threatened against teachers

Staff and students should be aware that differing social and cultural standards may mean behaviour that is acceptable to some may be perceived as offensive by others. Such conduct, when experienced or observed, should be reported to your trainer or the Chief Executive Officer. All complaints will be promptly investigated.

Anti-Bullying (T&S)

Violence, harassment, and bullying are human rights issues that profoundly affect the lives of many people in Australia.

We all have a right to feel safe and respected. We all have a right to live our lives free from violence. Violence, harassment, and bullying can violate these rights. They can also impact on other rights, such as the right to education and the right to health.

Violence, harassment and bullying affect well-being and quality of life.

Victims can experience significant social isolation and feel unsafe. Bullying can lead to emotional and physical harm, loss of self-esteem, feelings of shame and anxiety, and concentration and learning difficulties. Tragically, violence, harassment and bullying can lead to suicide in extreme cases.

These aren't issues that concern only children and young people. Violence, harassment, and bullying can occur in a number of different environments, including in workplaces, care facilities and in the community, and can affect people of all ages and backgrounds.

Bullying can also take place in cyberspace: over the internet and on mobile phones. New technologies enable the spread of information, ideas, and images to large numbers of people very quickly. There are many challenges in protecting people from violence, harassment and bullying in cyberspace.

We all have a responsibility to create a safe environment by standing up against violence, harassment, and bullying. If bystanders take safe and appropriate action to stop bullying, we can all be a part of the solution. In the event of a situation that is considered by clients to be in violation of the RTO harassment, victimisation and bullying policy, report the situation to management. Refer to your state regulatory body for more information.

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 visit:

<https://www.legislation.gov.au/Series/C1968A00063>

Students and staff need to be aware that photocopying of textbooks and assessment tools may be in breach of the Copyright Act, please adhere to the copyright requirements listed within the relevant documents you wish to copy.

Work Health and Safety Act 2011

The RTO is committed to providing and maintaining a safe and healthy environment for the benefit of all clients, visitors, and employees.

The RTO monitors and maintains the appropriate Workplace Health and Safety levels and obligations under the Federal and State rules and regulations of the QLD Work Health and Safety Act 2011.

If students have any concerns or notice a condition or practice that seems unsafe, it is important that it is brought to the attention of the RTO management this generally occurs through the Trainer / Assessor.

According to Division 2, Section 19 - Primary duty of care:

- a) A person conducting a business or undertaking must ensure, so far as is reasonably practicable, the health and safety of:
 - workers engaged, or caused to be engaged by the person, and
 - workers whose activities in carrying out work are influenced or directed by the person, while the workers are at work in the business or undertaking.
- b) A person conducting a business or undertaking must ensure, so far as is reasonably practicable, that the health and safety of other persons is not put at risk from work carried out as part of the conduct of the business or undertaking.
- c) Without limiting subsections (1) and (2), a person conducting a business or undertaking must ensure, so far as is reasonably practicable:
 - the provision and maintenance of a work environment without risks to health and safety, and
 - the provision and maintenance of safe plant and structures, and
 - the provision and maintenance of safe systems of work, and
 - the safe use, handling, and storage of plant, structures, and substances, and
 - the provision of adequate facilities for the welfare at work of workers in carrying out work for the business or undertaking, including ensuring access to those facilities, and
 - the provision of any information, training, instruction, or supervision that is necessary to protect all persons from risks to their health and safety arising from work carried out as part of the conduct of the business or undertaking, and
 - that the health of workers and the conditions at the workplace are monitored for the purpose of preventing illness or injury of workers arising from the conduct of the business or undertaking.

According to Division 4 of the Act:

28 Duties of workers

While at work, a worker must:

- a) take reasonable care for his or her own health and safety, and
- b) take reasonable care that his or her acts or omissions do not adversely affect the health and safety of other persons, and
- c) comply, so far as the worker is reasonably able, with any reasonable instruction that is given by the person conducting the business or undertaking to allow the person to comply with this Act, and
- d) co-operate with any reasonable policy or procedure of the person conducting the business or undertaking relating to health or safety at the workplace that has been notified to workers.

29 Duties of other persons at the workplace

A person at a workplace (whether the person has another duty under this Part) must:

- a) take reasonable care for his or her own health and safety, and
- b) take reasonable care that his or her acts or omissions do not adversely affect the health and safety of other persons, and
- c) comply, so far as the person is reasonably able, with any reasonable instruction that is given by the person conducting the business or undertaking to allow the person conducting the business or undertaking to comply with this Act.

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 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>

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 their causes, and to promote and facilitate the progressive 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>