<table>
<thead>
<tr>
<th>CONTENTS</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Contents</td>
<td>2</td>
</tr>
<tr>
<td>Welcome to Lennox College!</td>
<td>7</td>
</tr>
<tr>
<td>Australian Qualifications Framework</td>
<td>7</td>
</tr>
<tr>
<td>AQF Recognition</td>
<td>7</td>
</tr>
<tr>
<td>Unique Student Identifier</td>
<td>7</td>
</tr>
<tr>
<td>Work Health &amp; Safety</td>
<td>8</td>
</tr>
<tr>
<td>Legislation</td>
<td>8</td>
</tr>
<tr>
<td>Responsibilities</td>
<td>8</td>
</tr>
<tr>
<td>Premises</td>
<td>9</td>
</tr>
<tr>
<td>External Premises</td>
<td>9</td>
</tr>
<tr>
<td>General Health &amp; Safety Matters</td>
<td>9</td>
</tr>
<tr>
<td>Incident Reporting</td>
<td>9</td>
</tr>
<tr>
<td>Critical Incident Policy</td>
<td>9</td>
</tr>
<tr>
<td>Critical Incident Response Process</td>
<td>10</td>
</tr>
<tr>
<td>Privacy</td>
<td>10</td>
</tr>
<tr>
<td>Australian Privacy Principles</td>
<td>11</td>
</tr>
<tr>
<td>Request for Records Access</td>
<td>11</td>
</tr>
<tr>
<td>Request for Records Update</td>
<td>12</td>
</tr>
<tr>
<td>Privacy Complaints</td>
<td>13</td>
</tr>
<tr>
<td>Access and Equity</td>
<td>14</td>
</tr>
<tr>
<td>Equal benefits &amp; opportunity</td>
<td>14</td>
</tr>
<tr>
<td>On the same basis</td>
<td>15</td>
</tr>
<tr>
<td>Reasonable adjustments</td>
<td>15</td>
</tr>
<tr>
<td>Student Rights and Lennox College Responsibilities</td>
<td>15</td>
</tr>
<tr>
<td>Process for Considering Adjustments</td>
<td>17</td>
</tr>
<tr>
<td>Consulting the Student</td>
<td>18</td>
</tr>
<tr>
<td>Deciding on an adjustment to be made</td>
<td>18</td>
</tr>
<tr>
<td>Assessing reasonable adjustments</td>
<td>18</td>
</tr>
<tr>
<td>Unjustifiable Hardship</td>
<td>19</td>
</tr>
<tr>
<td>Implementing Reasonable Adjustments</td>
<td>19</td>
</tr>
<tr>
<td>Support Services</td>
<td>20</td>
</tr>
<tr>
<td>Discrimination</td>
<td>21</td>
</tr>
<tr>
<td>Bullying &amp; Harassment</td>
<td>22</td>
</tr>
<tr>
<td>Section</td>
<td>Page</td>
</tr>
<tr>
<td>------------------------------------------------------------------------</td>
<td>------</td>
</tr>
<tr>
<td>Equity &amp; Bullying Complaints</td>
<td>23</td>
</tr>
<tr>
<td>Informal Complaint Procedure</td>
<td>24</td>
</tr>
<tr>
<td>Formal Complaint Procedure</td>
<td>24</td>
</tr>
<tr>
<td>Outcomes</td>
<td>25</td>
</tr>
<tr>
<td>Appeals Procedure</td>
<td>25</td>
</tr>
<tr>
<td><strong>Consumer Protection</strong></td>
<td>27</td>
</tr>
<tr>
<td>Australian Consumer Law</td>
<td>27</td>
</tr>
<tr>
<td>Guarantee</td>
<td>27</td>
</tr>
<tr>
<td>Consumer Protection Strategy</td>
<td>27</td>
</tr>
<tr>
<td>Lennox College Obligations</td>
<td>27</td>
</tr>
<tr>
<td>Clients Rights and Obligations</td>
<td>27</td>
</tr>
<tr>
<td><strong>NSW Smart &amp; Skilled</strong></td>
<td>28</td>
</tr>
<tr>
<td><strong>Cooling Off Period</strong></td>
<td>28</td>
</tr>
<tr>
<td>Course Fees Agreement</td>
<td>28</td>
</tr>
<tr>
<td>Consumer Protection Complaints</td>
<td>28</td>
</tr>
<tr>
<td><strong>Marketing &amp; Advertising</strong></td>
<td>29</td>
</tr>
<tr>
<td><strong>Pre-Enrolment Information</strong></td>
<td>30</td>
</tr>
<tr>
<td>Course Services Information</td>
<td>30</td>
</tr>
<tr>
<td>Fee Information</td>
<td>31</td>
</tr>
<tr>
<td>Consumer Rights</td>
<td>31</td>
</tr>
<tr>
<td>VET FEE-HELP VET Quality &amp; Accountability – Provision of Information</td>
<td>31</td>
</tr>
<tr>
<td>Credit Transfer</td>
<td>32</td>
</tr>
<tr>
<td>Student Request for Credit Transfer</td>
<td>32</td>
</tr>
<tr>
<td>Recognition of Prior Learning</td>
<td>33</td>
</tr>
<tr>
<td>RPL Process</td>
<td>34</td>
</tr>
<tr>
<td>RPL Requirements</td>
<td>34</td>
</tr>
<tr>
<td>RPL Applications</td>
<td>34</td>
</tr>
<tr>
<td>Employer Engagement</td>
<td>34</td>
</tr>
<tr>
<td><strong>VET FEE-HELP – Request for Commonwealth Assistance Form</strong></td>
<td>35</td>
</tr>
<tr>
<td><strong>Fees, Charges and Refunds</strong></td>
<td>35</td>
</tr>
<tr>
<td>Fees and Charges</td>
<td>36</td>
</tr>
<tr>
<td>Fee Arrangements</td>
<td>36</td>
</tr>
<tr>
<td>Course Services Fees</td>
<td>36</td>
</tr>
<tr>
<td>Student Support Services Fees</td>
<td>36</td>
</tr>
</tbody>
</table>
Incidental Expenses ........................................................................................................... 36
Embedded qualifications .................................................................................................... 36
Repeated Assessment ....................................................................................................... 37
Withdrawal without penalty .............................................................................................. 37
Government Loan, Funding, Subsidy and Support Entitlements ......................................... 37
Third Party Fee Arrangements .......................................................................................... 37
Notifications and Guarantee ............................................................................................. 37
Recovery of Outstanding Student Fees ............................................................................. 37
Fee Concessions and Exemptions ..................................................................................... 38
Fee Protection .................................................................................................................. 38
Statement of Tuition Assurance ......................................................................................... 38
Refunds .............................................................................................................................. 39
Enrolment Fees ................................................................................................................. 40
Refunds Prior to Course Services Commencement or Services Termination .................. 40
Refunds Due to Non-Provision of Services ..................................................................... 41
Refunds Due to Client Request / Hardship Application ................................................. 41
Third Party Refunds .......................................................................................................... 42
VET FEE-HELP - Re-crediting and Remission ................................................................. 42
The Re-crediting Process ................................................................................................ 42
Applying for a Re-credit and Remission ........................................................................ 43
Special Circumstances ..................................................................................................... 43
Special circumstances beyond a person’s control .......................................................... 44
Special circumstances that do not make full impact until on or after the census date ...... 44
Requirements for Making Decisions .............................................................................. 45
Notifying the Department of the Decision ...................................................................... 45
Re-crediting a Person’s FEE-HELP Balance ................................................................ 45
Reviewable VET Decisions ............................................................................................. 45
Review by Review Officer ............................................................................................... 46
Review by the AAT ........................................................................................................... 46

Statement of Fees ............................................................................................................. 47
VET FEE-HELP – Notices to students ............................................................................ 47
Enrolment and Induction ................................................................................................. 47
Enrolment ......................................................................................................................... 47
Confirmation of Enrolment ............................................................................................... 48
Induction ........................................................................................................................................ 48

**Training Services** .................................................................................................................. 48
  Volume of Learning .................................................................................................................. 48
  VET Unit of Study .................................................................................................................... 49
    Flexible enrolments ................................................................................................................ 49
  Training & Assessment Strategies ............................................................................................ 49
    Guarantee .............................................................................................................................. 49
  Training Delivery ..................................................................................................................... 49
  Services Delivery ..................................................................................................................... 50
  Flexible Delivery Methods ........................................................................................................ 50
  Workplace Delivery .................................................................................................................. 50
  Providing Student Support .................................................................................................... 50
  Work Placements .................................................................................................................... 51
    Work Placement Guidelines .................................................................................................. 51
    Relevant National Criminal Checks or Working with Children Checks .................................. 52
  Students Transferring, Deferring or Discontinuing .................................................................. 52
    Withdrawals .......................................................................................................................... 52
    Student Transfer Out Process ............................................................................................... 53
    Student Transfer In Process .................................................................................................. 53
  Students Deferring Training .................................................................................................... 54
  Discontinuing Students ........................................................................................................... 54

**Apprenticeships & Traineeships** ......................................................................................... 54
  Employee & Employer Agreement ........................................................................................... 54
  Lennox College Responsibilities ............................................................................................... 56
    Delivery Practices .................................................................................................................. 56
  Structured training .................................................................................................................... 56
  Progress .................................................................................................................................. 57
    Competency Based Training and Completion requirements ................................................. 57

**Assessment Services** ............................................................................................................ 57

**Evidence** ................................................................................................................................ 58
  Evidence of Participation ......................................................................................................... 58
  Assessment Evidence .............................................................................................................. 58

**Discipline** ............................................................................................................................... 59
  Student Responsibilities .......................................................................................................... 59
Cheating & Plagiarism .......................................................................................................................... 59
Breaches .................................................................................................................................................. 59
Addressing Breaches ............................................................................................................................ 60

Complaints .................................................................................................................................................. 61
Complaint & Grievance Procedure ....................................................................................................... 61
Complaints Key Contacts ....................................................................................................................... 63
Improvement Actions ............................................................................................................................. 64

Assessment Appeals .................................................................................................................................. 64
Appeals Process ........................................................................................................................................ 65
Improvement Actions ................................................................................................................................ 66

Evaluation .................................................................................................................................................... 66
Ad Hoc Feedback ....................................................................................................................................... 66
Resources Feedback .................................................................................................................................. 66
Evaluation Review & Actions ................................................................................................................... 66

Qualifications Issuance .............................................................................................................................. 67
Fraud Prevention ........................................................................................................................................ 67
Third Parties ............................................................................................................................................... 67
Reissue of Testamur Documentation ........................................................................................................ 67
WELCOME TO LENNOX COLLEGE!

Lennox College delivers nationally recognised training courses as a Registered Training Organisation under the National Vocational Education and Training Regulator Act 2011. In undertaking these services, we maintain compliance with the VET Quality Framework standards and requirements.

Lennox College is audited by Australian Skills Quality Authority (ASQA) to these requirements on an ongoing basis.

Australian Qualifications Framework

The Australian Qualifications Framework (AQF) is the national policy for qualifications in the Australian education and training system. Lennox College complies with the AQF as a condition of its RTO entities’ registration.

The AQF recognises Lennox College’s RTOs as ‘authorised issuing organisations’, able to issue AQF qualifications and statements of attainment to students that have satisfied the relevant competency requirements.

AQF Recognition

One of the most important features of the VET Quality Framework is the recognition of training organisations and AQF qualifications, including Statements of Attainment.

Lennox College accepts testamurs issued by another registered training organisation and ensures that all Certificates and Statements of Attainment issued by any other registered training organisation are accepted as valid.

A testamur may be a Statement of Attainment for specific topics or units of competency, or it may be a complete Qualification such as certificate or diploma.

Unique Student Identifier

Lennox College ensures that it handles individual’s personal information in accordance with the requirements of the Privacy Act 1988 and the Student Identifiers Act 2014. Please refer to the Privacy section of this manual for further information.

Lennox College applies has published on its website information for clients on how to obtain a Student Identifier.

Where Lennox College applies for a USI on behalf of an individual it ensures it has the authorisation of that individual. Lennox College provides the required USI Privacy Notice to all individuals, on whose behalf it is applying for a USI.

Lennox College ensures the security of USIs and all related documentation under its control, including information stored in its RTO entities’ Student management systems. Where Lennox College has contracts with third parties under which it discloses information collected for the purposes of the Student Identifiers Act 2014, Lennox College ensures that any personal information is treated in accordance with the Privacy Act 1988 and the Student Identifiers Act 2014.
Lennox College securely destroys personal information which it collects from individuals solely for the purpose of applying for a USI on their behalf as soon as practicable after it has made the application or the information is no longer needed for that purpose, except in cases where Lennox College is required by or under any law to retain it.

Lennox College applies for or verifies students’ USI’s at the time of enrolment.

Lennox College only issues a qualification or statement of attainment to a Student after the Student has provided their verified USI or Lennox College has applied for a USI on their behalf.

**WORK HEALTH & SAFETY**

Lennox College places a high priority on the health and safety of its personnel and clients. The well-being of individuals can directly affect their job satisfaction, motivation and overall morale in the work environment.

All personnel of Lennox College have specific responsibilities for ensuring the health and safety of personnel and students within the workplace at all times. These responsibilities are based on relevant state jurisdiction legislation and reinforced in this document. The specific implementation of health and safety responsibilities of personnel is dependent on their role within the RTO and is included in their *Position Descriptions* accordingly.

Lennox College is committed to providing a safe and healthy work environment for all individuals. Lennox College makes every reasonable effort to prevent accidents, protect individuals from injury and promote the health, safety and welfare of all individuals.

**Legislation**

Current work health and safety legislation that effects Lennox College operations as a RTO includes, but is not limited to:

- **ACT Work Health and Safety Act 2011**;
- **NSW Work Health and Safety Act 2011**;
- **NT Work Health and Safety (National Uniform Legislation) Act 2011**;
- **QLD Work Health and Safety Act 2011**;
- **SA Work Health and Safety Act 2012**;
- **VIC Occupational Health and Safety Act 2004**;
- **TAS Work Health and Safety Act 2012**; and
- **WA Occupational Safety and Health Act 1984**.

**Responsibilities**

All individuals:

- Have a responsibility to comply with all occupational health and safety procedures;
- Must take reasonable care of themselves and others on the premises;
- Must not interfere with or misuse items or facilities provided in the interest of health and safety; and
- Must report any incidents, actual or potential hazards and “near misses” to their relevant Lennox College contact.

All personnel have the responsibility to:

- Adhere to safe work practices, instructions and rules;
- Immediately report any unsafe work condition or equipment to management;
- Not misuse, damage, refuse to use, or interfere with anything provided in the interest of health and safety;
- Perform all work duties in a manner which ensures individual health and safety and that of all other employees;
- Encourage fellow personnel to create and maintain a safe and healthy work environment;
- Co-operate with all other personnel to enable the health and safety responsibilities of all individuals be achieved.

All personnel employed by Lennox College have a primary responsibility to ensure that the work they undertake or supervise is carried out in a safe manner. Lennox College personnel are required to:
- Take reasonable care of themselves and others that may be affected by their acts or omissions;
- Contribute to and be involved in the Lennox College’s ongoing management of health and safety;
- Comply with all workplace policies and procedures implemented in relation to health and safety; and
- Report all situations that may adversely impact on health and safety.

Premises

All permanent delivery sites used by Lennox College comply with the Building Code of Australia (BCA) and local legislative requirements related to health and safety.

External Premises

A health and safety assessment will be made of each external training room and environment to enable risk management strategies to be implemented using the External WHS Site Checklist. Any identified risks must be raised with the relevant Training Manager for immediate attention and actions taken as required.

General Health & Safety Matters

Lennox College operates and provides a workplace that is compliant with health and safety laws, codes of practice, and standards which impact upon its operations.

Lennox College makes every effort to identify, assess, and control hazards within all areas that are accessed by personnel or students. These objectives are achieved through the:
- Provision of a safe and healthy work environment and systems of work;
- Maintenance of equipment, facilities and equipment under the control of the Lennox College. All equipment must be checked prior to usage to ensure safe usage;
- Provision of training for personnel to enable them to perform their tasks safely;
- Ongoing inspection and review of the work place, work practices, and procedures; and
- Appropriate response in the event of an incident to ensure an investigation is conducted to prevent a recurrence.

Incident Reporting

If an incident, accident or near miss occurs it must be documented as soon as practical after the event using the Lennox College Internal Incident / Accident Report form. All forms are reviewed by the Chief Executive Officer to ensure appropriate and preventative actions occur as required.

CRITICAL INCIDENT POLICY

Lennox College recognises that in most cases international students do not have close family available to care and provide support to them in Australia. It is imperative that responses occur in a practised and timely way with any critical incident involving an international student, that timely and regular information is relayed to families abroad, that ongoing support is provided to a student in need, and comprehensive records are maintained.
Critical incident is defined as a traumatic event, or the threat of such (within or outside Australia), which causes extreme stress, fear or injury.

Critical incidents are not limited to, but could include:

- Missing students;
- Severe verbal or psychological aggression;
- Death, serious injury or any threat of these;
- Natural disaster; and
- Issues such as domestic violence, sexual assault, drug or alcohol abuse.

**Critical Incident Response Process**

Students and personnel are required to notify any critical incident involving an international student immediately to the Student Support team.

The Student Support team will consider the details and severity of the incident and determine what action needs to be taken.

If the incident is not severe and can be resolved with resources available, the Student Support team will initiate the action to ensure the appropriate level of support is provided.

If the incident is severe and warrants a level of support/assistance from external resources the Student Support team will initiate action to arrange that support. Personal details may be provided to the relevant emergency service/s if the student involved is incapacitated and unable to provide these particulars themselves.

External resources accessible include:

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<thead>
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<th>Police, Fire, Ambulance</th>
<th>Lifeline</th>
</tr>
</thead>
<tbody>
<tr>
<td>Phone: 000</td>
<td>Phone: 13 11 14</td>
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<tr>
<td><strong>1800Respect</strong></td>
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<tr>
<td>Phone: 1800 737 732</td>
<td></td>
</tr>
</tbody>
</table>

The incident must be reported as soon as possible after the initial support has been provided, using the Lennox College Internal Incident / Accident Report form. All forms are reviewed by the Chief Executive Officer to ensure appropriate and preventative actions occur as required.

**PRIVACY**

Lennox College is committed to maintaining the privacy and confidentiality of its personnel and Student records. Lennox College complies with the Privacy Act 1988 including the 13 Australian Privacy Principles (APPs) as outlined in the Privacy Amendment (Enhancing Privacy Protection) Act 2012. Providing an overall framework for our privacy practices, Lennox College has developed and implemented this APP Privacy Policy.

This policy is designed to maintain requirements with additional state jurisdictional requirements including:

- Education Services for Overseas students Act 2000 (Cth);
- Information Privacy Act 2014 (ACT);
• Privacy and Personal Information Protection Act 1998 (NSW);
• Information Act 2003 (NT);
• Information Privacy Act 2009 (QLD);
• Information Privacy Act 2000 (VIC); and
• Personal Information Protection Act 2004 (TAS).

Lennox College manages personal information in an open and transparent way. This is evident in the implementation of practices, procedures and systems we outline in this policy, that ensure our compliance with the APPs and any binding registered APP code, and provide suitable procedures for Lennox College personnel to be able to deal with related inquiries and complaints that may be received from time to time.

**Australian Privacy Principles**

Lennox College maintains compliance with the Australian Privacy Principles:

• Australian Privacy Principle 1 – Open and transparent management of personal information.
• Australian Privacy Principle 2 – Anonymity and pseudonymity.
• Australian Privacy Principle 3 — Collection of solicited personal information.
• Australian Privacy Principle 4 – Dealing with unsolicited personal information.
• Australian Privacy Principle 5 – Notification of the collection of personal information.
• Australian Privacy Principle 6 – Use or disclosure of personal information.
• Australian Privacy Principle 7 – Direct marketing.
• Australian Privacy Principle 8 – Cross-border disclosure of personal information.
• Australian Privacy Principle 9 – Adoption, use or disclosure of government related identifiers.
• Australian Privacy Principle 10 – Quality of personal information.
• Australian Privacy Principle 11 — Security of personal information.
• Australian Privacy Principle 12 — Access to personal information.
• Australian Privacy Principle 13 – Correction of personal information.

For the full detail of our APP compliance, please refer to the Privacy link on our website at [www.lennoxinstitute.edu.au/about-us](http://www.lennoxinstitute.edu.au/about-us).

**Request for Records Access**

Individuals or third parties may at any stage request access to records held by Lennox College relating to their personal information. The following procedure is followed on each individual request for access:

1. A request for access is provided by the requester, with suitable information provided to be able to:
   a. Identify the individual concerned;
   b. Confirm their identity; and
   c. Identify the specific information that they are requesting access to.

2. This request may be in any form, or preferably using Lennox College’s *Records Access or Update Request Form*.

3. Upon receiving a request for access, Lennox College then:
   a. Confirms the identity of the individual or party requesting access;
   b. Confirms that this individual or party is appropriately authorised to receive the information requested;
   c. Searches the records that we possess or control to assess whether the requested *personal information* is contained in those records; and
   d. Collates any personal information found ready for access to be provided.

*Confirming identity*
Lennox College personnel must be satisfied that a request for personal information is made by the individual concerned, or by another person who is authorised to make a request on their behalf. The minimum amount of personal information needed to establish an individual’s identity is sought, which is generally an individual’s name, date of birth, last known address and signature.

When meeting the requesting party in person, identification may be sighted.

If confirming details over a telephone conversation, questions regarding the individual’s name, date of birth, last known address or service details must be confirmed before information is provided.

4. Once identity and access authorisation is confirmed, and personal information is collated, access is provided to the requester within 30 calendar days of receipt of the original request. We will provide access to personal information in the specific manner or format requested by the individual, wherever it is reasonable and practicable to do so, free of charge.

Where the requested format is not practical, we consult with the requester to ensure a format is provided that meets the requester’s needs.

5. If the identity or authorisation access cannot be confirmed, or there is another valid reason why Lennox College is unable to provide the personal information, refusal to provide access to records will be provided to the requester, in writing. Our notification will include reason(s) for the refusal, and the complaint mechanisms available to the individual. Such notifications are provided to the requester within 30 calendar days of receipt of the original request.

**Request for Records Update**

Individuals or third parties may at any stage request that their records held by Lennox College relating to their personal information be updated. The following procedure is followed on each individual request for records updates:

1. A request for records update is provided by the requester, with suitable information provided to be able to:
   a. Identify the individual concerned;
   b. Confirm their identity; and
   c. Identify the specific information that they are requesting be updated on their records.

   This request may be in any form, or preferably using Lennox College’s *Records Access or Update Request Form*.

2. Upon receiving a request for records update, Lennox College then:
   a. Confirms the identity of the individual or party to whom the record relates;
   b. Searches the records that we possess or control to assess whether the requested personal information is contained in those records; and
   c. Assesses the information already on record, and the requested update, to determine whether the requested update should proceed.

   **Assessing Update**

   Lennox College personnel assess the relevant personal information we hold, and the requested updated information, to determine which version of the information is considered accurate, up-to-date, complete, relevant and not misleading, having regard to the purpose for which it is held.

   This may include checking information against other records held by us, or within government databases, in order to complete an assessment of the correct version of the information to be used.

3. Once identity and information assessment is confirmed, personal information is:
   a. Updated, free of charge, within 14 calendar days of receipt of the original request; and
b. Notified to any third parties of corrections made to personal information, if this information was previously provided to these parties.

4. If the identity of the individual cannot be confirmed, or there is another valid reason why Lennox College is unable to update the personal information, refusal to update records will be provided to the requester in writing, free of charge, within 14 calendar days.

Our notification will include the reasons for the refusal and the complaint mechanisms available to the individual.

5. Upon request by the individual whose correction request has been refused, we will also take reasonable steps to associate a ‘statement’ with the personal information that the individual believes it to be inaccurate, out-of-date, incomplete, irrelevant or misleading. This statement will be applied, free of charge, to all personal information relevant across Lennox College systems within 30 calendar days of receipt of the statement request.

Privacy Complaints

If an individual feels that Lennox College has breached its obligations in the handling, use or disclosure of their personal information, they may raise a complaint. We encourage individuals to discuss the situation with their Lennox College representative in the first instance, before making a complaint.

The complaints handling process is as follows:

1. The individual should make the complaint including as much detail about the issue as possible, in writing to Lennox College:

   Rhett Simonds  
   Chief Executive Officer  
   info@lennoxcollege.edu.au
   Level 8, 66 Goulburn Street  
   Sydney NSW 2002

2. Lennox College will investigate the circumstances included in the complaint and respond to the individual as soon as possible (and within 30 calendar days) regarding its findings and actions following this investigation.

3. After considering this response, if the individual is still not satisfied they may escalate their complaint directly to the Information Commissioner for investigation:

   Office of the Australian Information Commissioner  
   www.oaic.gov.au  
   Phone: 1300 363 992

   When investigating a complaint, the OAIC will initially attempt to conciliate the complaint, before considering the exercise of other complaint resolution powers.

4. Alternatively, if the complaint relates to a non-privacy matter, or should individuals choose to do so, a complaint may also be lodged with the ASQA complaints handing service for complaints against RTOs:

   Australian Skills Quality Authority  
   www.asqa.gov.au  
   Phone: 1300 701 801
ACCESS AND EQUITY

In line with obligations under Commonwealth legislation, Lennox College is committed to promoting a fair and equitable environment for personnel and clients that is free from discrimination, harassment and vilification.

Access and equity means policies and approaches aimed at ensuring that VET is responsive to the individual needs of clients whose age, gender, cultural or ethnic background, disability, sexuality, language skills, literacy or numeracy level, unemployment, imprisonment or remote location may present a barrier to access, participation and the achievement of suitable outcomes.

Access and Equity principles include:

- Equity for all people through the fair and appropriate allocation of resources;
- Equality of opportunity for all people without discrimination;
- Access for all people to appropriate quality training and assessment services; and
- Increased opportunity for people to participate in training.

Disadvantaged groups include the following groups who traditionally have been under-represented in Vocational Education and Training:

- People with a disability;
- Aboriginals and Torres Strait Islanders;
- Women;
- People from non-English speaking backgrounds;
- People in rural and remote areas; and
- Long term unemployed.

Lennox College is committed to complying with Commonwealth and State legislation and policies regarding access, equity and cultural diversity. This legislation includes the Disability Discrimination Act (1992) and the Anti-discrimination Act (1998).

Lennox College also maintains compliance with the Disability Standards for Education (2005) including processes relating to:

- Enrolment;
- Participation;
- Curriculum development, accreditation and delivery;
- Student support services; and
- Elimination of harassment and victimisation.

Lennox College strives to maximise opportunities for access, participation and outcomes for all students within the vocational education, training and employment system.

Equal benefits & opportunity

Lennox College treats all students and all individuals seeking to enrol equally and fairly. Lennox College has implemented open, fair and transparent procedures that are based on merit for making decisions about:

- The selection of individuals who seek to enrol; and
- The treatment of individuals undertaking courses.
Lennox College undertakes to identify and, where possible, remove barriers that prevent individuals from accessing and participating in our services. Lennox College is committed to treating all prospective and actual students on the same basis.

**On the same basis**

A person with a disability is able to seek admission to, or apply for enrolment in, an institution on the same basis as a prospective Student without a disability if the person has opportunities and choices in admission or enrolment that are comparable with those offered to other prospective Student without disabilities.

Lennox College ensures it treats prospective students with a disability on the same basis as prospective students without a disability as it makes any decisions about admission or enrolment on the basis that reasonable adjustments will be provided.

An *adjustment* is a measure or action (or a group of measures or actions) taken by Lennox College that has the effect of assisting a Student with a disability:

- In relation to an admission or enrolment — to apply for the admission or enrolment;
- In relation to a course or program — to participate in the course or program; and
- In relation to facilities or services — to use the facilities or services;

On the same basis as a Student without a disability, and includes an aid, a facility, or a service that the Student requires because of his or her disability.

**Reasonable adjustments**

An adjustment is reasonable in relation to a Student with a disability if it balances the interests of all parties affected. In assessing whether a particular adjustment for a Student is *reasonable*, Lennox College has regard to all the relevant circumstances and interests, including the following:

- The Student’s disability;
- The views of the Student or the Student’s associate;
- The effect of the adjustment on the Student, including the effect on the Student’s:
  - Ability to achieve learning outcomes; and
  - Ability to participate in courses or programs; and
  - Independence;
- The effect of the proposed adjustment on anyone else affected, including Lennox College, personnel and other students; and
- The costs and benefits of making the adjustment.

**Student Rights and Lennox College Responsibilities**

<table>
<thead>
<tr>
<th>Students’ Rights</th>
<th>Lennox College Responsibilities</th>
</tr>
</thead>
<tbody>
<tr>
<td>Right to seek admission and enrol on the same basis as prospective students without disability including the right to reasonable adjustments.</td>
<td>Take reasonable steps to ensure that the enrolment process is accessible.</td>
</tr>
</tbody>
</table>
### Participation

<table>
<thead>
<tr>
<th>Students’ Rights</th>
<th>Lennox College Responsibilities</th>
</tr>
</thead>
</table>
| - Right to access courses and programs; use services and facilities; and have reasonable adjustments, to ensure students with disability are able to participate in education and training on the same basis as students without disability. | - Take reasonable steps to ensure participation.  
- Consult with the Student or their associate about the effect of the disability on their ability to participate.  
- Make a reasonable adjustment if necessary.  
- Repeating this process over time as necessary. |

### Curriculum Development, Accreditation and Delivery

<table>
<thead>
<tr>
<th>Students’ Rights</th>
<th>Lennox College Responsibilities</th>
</tr>
</thead>
</table>
| - Right to participate in courses and relevant supplementary programs that are designed to develop their skills, knowledge and understanding, on the same basis as students without disability and to have reasonable adjustments to ensure they are able to participate in education and training. | - Enable students with disability to participate in learning experiences (including assessment and certification).  
- Consult with the Student or their associate.  
- Take into consideration whether the disability affects the Student’s ability to participate in the learning experiences. |

### Student Support Services

<table>
<thead>
<tr>
<th>Students’ Rights</th>
<th>Lennox College Responsibilities</th>
</tr>
</thead>
<tbody>
<tr>
<td>- Right to access Student support services provided by education institutions, on the same</td>
<td>- Ensure that students with disability are able to use general support services.</td>
</tr>
</tbody>
</table>
basis as students without disability. students with disability have the right to specialised services needed to participate in the educational activities they are enrolled in.

• Ensure that students have access to specialised support services.
• Facilitate the provision of specialised support services.

Harassment & Victimisation

<table>
<thead>
<tr>
<th>Students’ Rights</th>
<th>Lennox College Responsibilities</th>
</tr>
</thead>
<tbody>
<tr>
<td>• Right to education and training in an environment that is free from discrimination caused by harassment and victimisation on the basis of their disability.</td>
<td>• Implement strategies to prevent harassment or victimisation.</td>
</tr>
<tr>
<td></td>
<td>• Take reasonable steps to ensure that personnel and students are informed about their obligation not to harass or victimise students with disability.</td>
</tr>
<tr>
<td></td>
<td>• Take appropriate action if harassment or victimisation occurs.</td>
</tr>
<tr>
<td></td>
<td>• Ensure complaint mechanisms are available to students.</td>
</tr>
</tbody>
</table>

Process for Considering Adjustments

Lennox College provides equitable access to all required educational and support services, so that no Student is disadvantaged regardless of their mode of study or location. Where there may be limitations regarding access to these resources, Lennox College provides clear advice in pre-enrolment information so all clients can make an informed choice about which RTO and course of study best meets their needs.

Lennox College embraces the responsibility of ensuring that all personnel acquire the knowledge and skills to relate to students without direct or indirect discrimination. All personnel are aware of and know how to use available Lennox College or external resources or be able to confidently refer students to appropriate tutoring and community support services.

All personnel continue to expand their knowledge or access and equity issues through induction processes when joining Lennox College, and in structured professional development on a regular basis (at least annually) in access and equity issues and resources.

Lennox College personnel have access to a range of access and equity materials designed to assist students in undertaking and completing courses and qualifications.

In assessing whether an adjustment to the course of the course or program in which the Student is enrolled, or proposes to be enrolled, is reasonable, Lennox College is entitled to maintain the academic requirements of the course or program, and other requirements or components that are inherent in or essential to its nature.
Consulting the Student

Before Lennox College makes an adjustment for the Student, the Student or their associate is consulted about:

- Whether the adjustment is reasonable; and
- The extent to which the adjustment would achieve the aims in relation to the Student; and
- Whether there is any other reasonable adjustment that would be less disruptive and intrusive and no less beneficial for the student.

Deciding on an adjustment to be made

In deciding whether to make a particular reasonable adjustment for a Student, Lennox College:

- Assesses whether there is any other reasonable adjustment that would be less disruptive and intrusive and no less beneficial for the Student; and
- Assesses whether the adjustment may need to be changed over the period of a Student’s education or training.

A detailed assessment, which might include an independent expert assessment, may be required in order to determine what adjustments are necessary for a Student. The type and extent of the adjustments may vary depending on the individual requirements of the Student and other relevant circumstances. Multiple adjustments may be required and may include multiple activities.

Assessing reasonable adjustments

In assessing whether a particular adjustment is reasonable for the Student with a disability, Lennox College takes into account:

- The nature of the student’s disability;
- The information provided by, or on behalf of, the Student about how the disability affects the Student’s ability to participate;
- Views of the Student, or an associate of the Student, about whether a proposed adjustment is reasonable and will enable the Student with a disability to access and participate in education and training opportunities on the same basis as students without disabilities;
- Information provided by, or on behalf of, the Student about his or her preferred adjustments;
- The effect of the proposed adjustment on the Student, including the Student’s ability to participate in courses or programmes and achieve learning outcomes;
- The effect of the proposed adjustment on anyone else affected, including Lennox College operations, personnel and other students; and
- The costs and benefits of making the adjustment.

In making a reasonable adjustment, Lennox College ensures that the integrity of the course or program and assessment requirements and processes are maintained.

Lennox College acts upon information about an adjustment in a timely way that optimises the Student’s participation in education or training.

In meeting its obligations to provide reasonable adjustments, Lennox College may provide an alternative adjustment to the Student’s preferred form of adjustment, if the alternative is effective in achieving the desired purpose.
Unjustifiable Hardship

Once a reasonable adjustment has been determined, Lennox College adjustment may consider if the adjustment would impose unjustifiable hardship on its operations.

In determining what constitutes unjustifiable hardship, all relevant circumstances of the particular case are taken into account including:

- The nature of the benefit or detriment likely to accrue or be suffered by any persons concerned; and
- The effect of the disability of a person concerned; and
- The financial circumstances and the estimated amount of expenditure required to be made by the person claiming unjustifiable hardship.

In determining whether unjustifiable hardship applies, Lennox College:

- Takes into account information about the nature of the Student’s disability, his or her preferred adjustment, any adjustments that have been provided previously and any recommended or alternative adjustments. This information may be provided by the Student, an associate of the Student or independent experts (or a combination of those persons);
- Ensures that timely information is available to the Student, or an associate of the Student about the processes for determining whether the proposed adjustment would cause unjustifiable hardship; and
- Ensures that these processes maintain the dignity, respect, privacy and confidentiality of the Student and the associates of the Student, consistent with the rights of the rest of the community.

Where a claim of unjustifiable hardship is made, Lennox College has taken into account all the financial and other resources that are reasonably available for the purpose of making any necessary adjustments for the Student, and the impact of those adjustments on its capacity to provide education of high quality to all students while remaining financially viable.

Lennox College considers all costs and benefits both direct and indirect that are likely to result, the Student and any associates of the Student, and any other persons in the learning or wider community, including:

- Costs associated with additional personnel, the provision of special resources or modification of the curriculum;
- Costs resulting from the Student’s participation in the learning environment, including any adverse impact on learning and social outcomes for the Student, other students and teachers; and
- Benefits deriving from the Student’s participation in the learning environment, including positive learning and social outcomes for the Student, other students and teachers, and any financial incentives, such as subsidies or grants, available to the provider as a result of the Student’s participation.

Where Lennox College decides to rely on unjustifiable hardship, it ensures that a notice stating the decision and the reasons for the decision is given to the Student, or an associate of the Student, as soon as practicable after the decision is made.

Implementing Reasonable Adjustments

Lennox College takes reasonable steps to ensure that any adjustment required to be made is made within a reasonable time. Whether the time is reasonable depends, in particular, on whether and when the Student, or his or her associate, has provided:

- In a timely way, any relevant information in the possession of the Student or associate about how the disability affects the Student in relation to education or training; and
- The Student’s or the associate’s opinion about the matters.

Where reasonable adjustments are implemented, a detailed training and assessment plan including timetables, notes regarding the required adjustments, and any related communications regarding the adjustments is maintained in the Student’s file.
**Support Services**

The following support services are available and accessible for all students studying with Lennox College. Lennox College will provide students with contact details to refer any matters that require further follow up with relevant professionals.

<table>
<thead>
<tr>
<th>Referral Service Available</th>
<th>Contact Details</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Lifeline</strong></td>
<td><strong>Phone:</strong> 13 11 14</td>
</tr>
<tr>
<td>Lifeline provides all Australians experiencing a personal crisis with access to online, phone and face-to-face crisis support and suicide prevention services. Find out how these services can help you, a friend or loved one.</td>
<td></td>
</tr>
<tr>
<td><strong>Kids Helpline</strong></td>
<td><strong>Phone:</strong> 1800 551 800</td>
</tr>
<tr>
<td>If you’re between 5 and 25 and you’re feeling depressed, worried, sad, angry or confused about things like your studies personal relationships, Kids Helpline offers free 24 hour, 7 day telephone counselling support (anonymous if you prefer).</td>
<td></td>
</tr>
<tr>
<td><strong>Drug Info</strong></td>
<td><strong>Phone:</strong> 1300 85 85 84</td>
</tr>
<tr>
<td>DrugInfo is a service provided by the Australian Drug Foundation that offers information about alcohol and other drugs and prevention of related harms</td>
<td><a href="http://www.druginfo.adf.org.au/contact-numbers/help-and-support">www.druginfo.adf.org.au/contact-numbers/help-and-support</a></td>
</tr>
<tr>
<td><strong>Reading and Writing Hotline</strong></td>
<td><strong>Phone:</strong> 1300 655 506</td>
</tr>
<tr>
<td>For the price of a local call anywhere in Australia, the Hotline can provide you with advice and a referral to one of 1200 providers of courses in adult literacy and numeracy.</td>
<td><a href="http://www.readingwritinghotline.edu.au">www.readingwritinghotline.edu.au</a></td>
</tr>
</tbody>
</table>
Discrimination

Discrimination can be direct, indirect or systemic.

Direct discrimination is any action which specifically excludes a person or group of people from a benefit or opportunity, or significantly reduces their chances of obtaining it, because their status or personal characteristics, irrelevant to the situation (e.g., sex, ethnic origin) are applied as a barrier. Direct discrimination has as a focus assumed differences between people.

Indirect discrimination is the outcome of rules, practices and decisions which treat people equally and therefore appear to be neutral; but which, in fact, perpetuate an initially unequal situation and therefore...
significantly reduce a person's chances of obtaining or retaining a benefit or opportunity. Rules, practices and decisions are applied to all groups alike but it is the very assumption of a likeness that constitutes the discrimination.

*Systemic discrimination* is system of discrimination perpetuated by rules, practices and decisions which are realised in actions that are discriminatory and disadvantage a group of people because of their status or characteristics and serve to advantage others of different status or characteristics. Direct and indirect discrimination contribute to systemic discrimination.

**Bullying & Harassment**

*Bullying* is repeated, unreasonable behaviour directed towards an individual or a group of individuals that creates a risk to health and safety and is unlawful. Repeated behaviour refers to the persistent nature of the behaviour and can involve a range of behaviours over time.

*Unreasonable behaviour* means behaviour that a reasonable person, having regard for the circumstances, would see as unreasonable, including behaviour that is victimising, humiliating intimidating or threatening.

Examples of bullying may include (but are not limited to):

- A manager or supervisor using a management style that is harsh, involves shouting, constant criticism or humiliation of an individual or group of individuals in private or in front of their peers;
- An individual being treated less favourably by another individual or group of individual, including, but not limited to, bullying or intimidation; forcing an individual to participate in an "initiation" process; the playing of practical jokes or forcing an individual to undertake demeaning tasks;
- Sniggering or gossiping behind someone’s back;
- Laughing at someone which is intended to make them feel uncomfortable or distressed;
- A manager setting unreasonable timelines or constantly changing deadlines for an individual to meet, or setting tasks that are unreasonably below or beyond a person's skill level; and/or
- Continuously and deliberately excluding someone from workplace activities including ignoring or keeping individuals isolated from relevant communications about work issues.

Lennox College is committed to providing a workplace and client services which are free from bullying, harassment and unlawful discrimination. Lennox College aims to ensure all those participating in the workplace and services are treated with respect, dignity and fairness with an aim of creating an environment which promotes positive working relationships.

Lennox College ensures that all stakeholders understand what will be regarded as bullying, how complaints of bullying can be made and how claims will be treated. This applies to all personnel, agents and clients engaging in Lennox College’s services.

Lennox College expectations are not limited to the workplace or working hours, and will include all work related events which includes, but is not limited to; lunches, client functions, meetings and conferences as well as social events.

Lennox College expectations relate to, but are not limited by the following types of communication:

- Verbal communication either over the telephone or in person in the workplace, and outside of it;
- Written communication including; letters, notes, minutes of meetings etc.;
- Internal and external electronic communication including:
  - Email;
  - Instant messaging services;
  - Internal intranet;
  - Faxes;
  - Social media and networking forums including; Facebook, LinkedIn, Twitter and other forms of social media; and
  - Communications via text message.

In line with Lennox College's commitment to creating a workplace which is free from workplace health and safety risks and one which strives to create positive working relationships, all individuals are expected to observe the following minimum standards of behaviour, including:

- Being polite and courteous to others;
- Being respectful of the differences between people and their circumstances;
- Ensuring they do not engage in any bullying behaviour(s) towards others in, or connected with the workplace which includes all individuals;
- Ensuring they do not assist, or encourage others in the workplace, or in connection with the workplace to engage in bullying behaviour(s) of any type;
- Adhering to the complaint procedure if they experience any bullying behaviour(s) personally;
- Reporting any bullying behaviour(s) they see happening to others in the workplace, or connected with the workplace in line with the complaint procedure; and
- Keeping information confidential if involved in any investigation of bullying.

Fair and reasonable management action taken in order to counsel an individual for instances of underperformance, investigating complaints made against personnel, discipline for misconduct and other work directions in line with business needs does not amount to bullying.

All individuals are expected to adhere to the standards of behaviour contained herein at all times. Any individual who is found to have breached these expectations will be disciplined accordingly, which may lead up to, and include termination of employment. If a contractor of Lennox College is found to have breached these expectations, their contract stands to be terminated, or may not be renewed in the future.

**Equity & Bullying Complaints**

Any individual who believes that they have been subject to actions or words that may constitute discrimination or bullying should act upon such bullying as soon as possible by following the procedure set out below. Individuals who believe they have witnessed discriminatory or bullying behaviour by another individual in the workplace are also able to make complaints.

In the first instance, the aggrieved individual should, wherever practicable and if they feel comfortable doing so, attempt to amicably resolve the matter with the individual(s) who are alleged to have engaged in bullying. When confronting the issue, the individual should clearly state the offensive behaviour experienced, explain that the behaviour is unwelcome and offensive and ask that the behaviour does not continue. The person may not be aware that their behaviour or conduct was causing offense or was unwelcome.

This is not a compulsory part of the complaint procedure, and if an individual does not wish to confront the person directly, then this is not encouraged.
Where the alleged bullying involves the individual’s direct manager and it is not practical for them to directly resolve the matter, they shall immediately notify the Chief Human Resources Officer who, with the individual’s approval will endeavour to investigate and resolve the matter on an informal basis in accordance with the procedure set out below.

**Informal Complaint Procedure**

An informal complaint procedure includes a range of alternatives which can be applied in a flexible manner in order to address different complaints in consideration of the relevant circumstances. The informal complaint procedure is intended to be used for less serious allegations of bullying and instances which generally do not warrant disciplinary action being taken. An individual who is unsure of whether or not to make a formal or informal complaint may make an informal compliant first and decide if they want to escalate the complaint to a formal complaint.

Different options for handling informal complaints may include, but are not limited to:

- Lennox College relevant manager having a conversation with the alleged bully about the behaviour complained of; and
- Lennox College relevant manager having a meeting with the individuals concerned in an attempt to reach a resolution.

**Formal Complaint Procedure**

Where an individual wishes to lodge a formal complaint, they will be required to do so by communicating this in writing to the Chief Executive Officer.

A written complaint shall include the names of individuals concerned, details of the incident(s) and the names of any witnesses present.

Where a written complaint has been lodged, a formal investigation procedure will commence immediately.

Formal investigations may be conducted by the Chief Executive Officer or an external person who is appointed by Lennox College e.g. an independent mediator.

Regardless of whether the investigation is carried out by a Lennox College personnel member, or by an independent body/person, the investigator will aim to follow the procedure set out below:

- Clarify details of what took place and ensure that all necessary information is obtained;
- Identify the outcome the complainant is seeking;
- Discuss with the complainant their legal rights, including lodging a formal complaint with the relevant state or federal tribunal;
- Discuss the complaint made with the person/s accused of bullying; and
- Making a determination as to whether the alleged behaviour occurred and if it constituted bullying.

If Lennox College feels it is appropriate in the interests of health and safety of individuals concerned, and / or the efficiency of the investigation process, individuals may be requested to refrain from attending work / course services for a period of time whilst the investigation is underway. Alternatively, individuals may be given different duties or work to perform while the investigation is being conducted. Employees who are requested to do either of these will be paid at their normal rate of pay during this period.
Where it becomes apparent that the complaint made relates to conduct which constitutes misconduct or otherwise warrants disciplinary action, the investigator is to refer to the *Discipline* section of this manual for further action and resolution.

Whilst the investigator will endeavour to preserve the confidentiality of the complainant and the person complained of, it may be necessary to speak with other workers or people involved to determine what happened and to maintain the integrity of the investigation process.

Where potentially unlawful conduct has occurred, Lennox College will alert the appropriate authorities. Those people who are involved in the complaint (including the complainant, witnesses etc.) are also under a duty to maintain confidentiality and display a commitment to uphold the integrity of the investigation process. If the complainant chooses to bring a support person with them to any meetings, they too are bound by confidentiality.

Gossiping and/or the spreading of rumours as a result of, or in connection with, a process followed under this policy will not be tolerated under any circumstances and may lead to further disciplinary action for those concerned.

**Outcomes**

The outcomes of a formal or informal complaint procedure will depend on the nature of the complaint, its severity and what is deemed appropriate in the relevant circumstances.

Where the results of an investigation procedure suggest that an individual is guilty of bullying, appropriate disciplinary procedures will be followed in line with the Discipline Policy. The disciplinary action will depend on the nature and severity of the behaviour and may include termination of employment, which may be instant dismissal where serious misconduct is deemed to have occurred.

Where the complaint involves a contractor or agent of Lennox College and an investigation process reveals that a person has engaged in unlawful conduct or other behaviour which is prohibited by this policy, those concerned may face termination of their contracts immediately, or will not be renewed in the future.

In addition to the remedies provided above, other action may be deemed necessary to resolve or remedy the behaviour complained of, including but not limited to:

- Providing training to employees concerned regarding bullying;
- Requiring employees who have breached this policy to apologise to appropriate person(s);
- Adjusting working arrangements where appropriate;
- Providing counselling to employees (complainant and the person complained of);
- Placing employees on performance improvement plans to ensure improved behaviour; and/or
- Providing coaching and mentoring.

**Appeals Procedure**

If any parties involved are unhappy with the outcome, or the way the complaint handling procedure was managed by Lennox College please contact the Lennox College Chief Executive Officer to discuss your concerns.
Once notified the Chief Executive Officer will conduct a review of the procedure followed, and the outcome issued, and make a final determination on the issue. Once this determination is made, the person who has made the appeal will be notified of the outcome and this determination will be final.

The following external bodies can also provide further information:

<table>
<thead>
<tr>
<th>Jurisdiction</th>
<th>Contact Details</th>
</tr>
</thead>
</table>
| Australian Capital Territory | ACT Human Rights Commission  
02 6205 2222  
http://www.hrc.act.gov.au |
| New South Wales       | Anti-Discrimination Board of NSW  
02 9268 5544  
http://www.antidiscrimination.lawlink.nsw.gov.au |
| Northern Territory    | Northern Territory Anti-Discrimination Commission  
1800 813 846  
http://www.adc.nt.gov.au |
| Queensland            | Anti-Discrimination Commission Queensland  
1300 130 670  
http://www.adc.qld.gov.au |
| South Australia       | Equal Opportunity Commission SA  
08 8207 1977  
http://www.eoc.sa.gov.au |
| Tasmania              | Office of Anti-Discrimination Commissioner Tasmania  
03 6165 7515  
http://www.antidiscrimination.tas.gov.au |
| Victoria              | Victorian Human Rights Commission  
1300 292 153  
http://www.humanrightscommission.vic.gov.au |
| Western Australia     | Equal Opportunity Commission WA  
08 9216 3900  
http://www.eoc.wa.gov.au |
| National              | Australian Human Rights Commission  
1800 620 241  
https://www.humanrights.gov.au |
CONSUMER PROTECTION

Australian Consumer Law

Lennox College maintains compliance with the national *Competition and Consumer Act 2010* and associated *Australian Consumer Law (ACL)* requirements as specified in the Act and enacted in various state legislation across Australia. The ACL protects clients and ensures fair trading in Australia. Under the ACL clients have the same protections, and businesses have the same obligations and responsibilities, across Australia.

Lennox College has implemented this *Consumer Protection Policy* and aligned *Consumer Protection Strategy* to protect the needs and interests of all clients. A designated *Consumer Protection Officer* has also been implemented:

Rhett Simonds  
Chief Executive Officer  
1300 130 666  
info@lennoxcollege.edu.au

Guarantee

As a course services provider, Lennox College supplies services and guarantees that these services will be:

- Provided with due care and skill;
- Fit for the specified purpose; and
- Provided within a reasonable time.

Lennox College ensures it uses an acceptable level of skill or technical knowledge and takes all necessary care to avoid loss or damage when providing course services.

Consumer Protection Strategy

Lennox College Obligations

Lennox College ensures it:

- Provides the training and support necessary to allow students to achieve competency;
- Provides a quality training and assessment experience for all students;
- Provides a clear and accessible feedback and consumer protection system, including a designated and identified consumer protection officer;
- Maintains procedures for protecting consumers’ personal information – please refer to the *Privacy* section of this manual for further information;
- Has established, documented and accessible consumer feedback and complaints handling policies and procedures; and
- Provides clients with details of these pathways for resolving or escalating complaints.

Clients Rights and Obligations

Lennox College clients have the right to:

- Expect that the quality of your training meets the standards, regulations and requirement set down by the Australian Skills Quality Authority (ASQA) and relevant government subsidy body (where applicable);
- Be informed about the collection of personal information and be able to review and correct that information; and
- Access Lennox College’s consumer protection complaints process.

Clients’ obligations include:

- Providing accurate information to Lennox College; and
- Behaving in a responsible and ethical manner.
NSW SMART & SKILLED

Lennox College includes the Smart and Skilled website details and 1300 number on all NSW relevant public information, enrolment forms and client induction material so that all students are aware of their rights and options for making a complaint or providing feedback about their training.

www.smartandskilled.nsw.gov.au - Phone: 1300 77 21 04

COOLING OFF PERIOD

Specifically for unsolicited consumer agreements, clients have 10 business days to change their mind and cancel the Statement of Fees. During the cooling-off period Lennox College does not provide any services or accept any payment.

For agreements negotiated by telephone, the cooling-off period begins on the first business day after the client receives the agreement document. For other agreements, the cooling-off period begins on the first business day after the agreement was made.

A client may terminate an agreement verbally or in writing. The termination date is when the client gives or sends the notice.

Course Fees Agreement

Lennox College's Course Fees Agreement including Statement of Fees is transparent – expressed in plain language, legible and clear - and clearly states:

- The client's cooling-off and termination rights;
- The full terms of the agreement;
- The total fees payable, including fees for all additional items;
- The relevant Lennox College entities’
  - Business address (not a post box number);
  - Australian Business Number (ABN) or Australian Company Number (ACN); and
  - Fax number and email address, where they have these.

Consumer Protection Complaints

If an individual feels that Lennox College or one of its third party representatives has breached its obligations in the undertaking of marketing and sales activities, they may raise a complaint. We encourage individuals to discuss the situation with their Lennox College representative in the first instance, before making a complaint.

The complaints handling process is as follows:

- The individual should make the complaint including as much detail about the issue as possible, in writing to Lennox College:
  
  Lennox College Consumer Protection Officer
  Rhett Simonds
  Chief Executive Officer
  1300 130 666
  info@lennoxCollege.edu.au

- Lennox College will investigate the circumstances included in the complaint and respond to the individual as soon as possible (and within 30 calendar days) regarding its findings and actions following this investigation.
After considering this response, if the individual is still not satisfied they may escalate their complaint directly to the Consumer Protection Agency in the relevant jurisdiction for investigation:

<table>
<thead>
<tr>
<th>Jurisdiction</th>
<th>Contact Details</th>
</tr>
</thead>
<tbody>
<tr>
<td>Australian Capital</td>
<td>ACT Office of Regulatory Services 02 62073000 - <a href="mailto:fair.trading@act.gov.au">fair.trading@act.gov.au</a></td>
</tr>
<tr>
<td>Territory</td>
<td></td>
</tr>
<tr>
<td>New South Wales</td>
<td>NSW Office of Fair Trading 13 32 20 - <a href="http://www.fairtrading.nsw.gov.au">www.fairtrading.nsw.gov.au</a></td>
</tr>
<tr>
<td></td>
<td>Smart &amp; Skilled students</td>
</tr>
<tr>
<td></td>
<td>Smart &amp; Skilled students can also contact the Smart and Skilled customer</td>
</tr>
<tr>
<td></td>
<td>support centre to seek assistance, ask for advice, make a complaint or provide</td>
</tr>
<tr>
<td></td>
<td>feedback.</td>
</tr>
<tr>
<td></td>
<td>13 28 11 or 1300 77 21 04</td>
</tr>
<tr>
<td></td>
<td><a href="mailto:enquiries@smartandskilled.nsw.gov.au">enquiries@smartandskilled.nsw.gov.au</a></td>
</tr>
<tr>
<td></td>
<td>Support is also available in person at a State Training Services Centre:</td>
</tr>
<tr>
<td>Northern Territory</td>
<td>NT Consumer Affairs 1800 01 93 19 - <a href="mailto:consumer@nt.gov.au">consumer@nt.gov.au</a></td>
</tr>
<tr>
<td>South Australia</td>
<td>SA Office of Business and Consumer Services 13 18 82 - <a href="http://www.cbs.sa.gov.au">www.cbs.sa.gov.au</a></td>
</tr>
<tr>
<td>Victoria</td>
<td>Consumer Affairs Victoria 1300 55 81 81 - <a href="http://www.consumer.vic.gov.au">www.consumer.vic.gov.au</a></td>
</tr>
<tr>
<td>Western Australia</td>
<td>WA Department of Commerce 1300 30 40 54 - <a href="http://www.commerce.wa.gov.au">www.commerce.wa.gov.au</a></td>
</tr>
</tbody>
</table>

Alternatively, a complaint may also be lodged with the ASQA complaints handing service for complaints against RTOs:

Australian Skills Quality Authority
www.asqa.gov.au - Phone: 1300 701 801

MARKETING & ADVERTISING

Lennox College enables informed choice for clients and students by providing clear and factual information, whether this is done directly or by a third party. Lennox College is responsible for all marketing or other material disseminated on its behalf, regardless of the channel or method used.
Lennox College is conscious of the national requirements for the marketing of nationally recognised training and ensures that the information used is accurate, clear and managed ethically. Lennox College is subject to all relevant consumer protection law that applies in any jurisdiction where it operates and ensures it honours all commitments it makes.

Lennox College’s marketing or advertising material is consistent with its training and assessment strategies.

Lennox College ensures its marketing of AQF qualifications to prospective students is ethical, factual and accurately represents the services it provides and the training products on its scope of registration.

**PRE-ENROLMENT INFORMATION**

Lennox College provides extensive current and accurate information about its course services via publishing publicly on its website. This public information includes the relevant handbook for each stakeholder group that contains information about:

- Lennox College itself;
- Student rights & responsibilities;
- General regulatory and legislative compliance;
- Student attendance and behaviour expectations;
- Equity commitment;
- Work health and safety requirements;
- Privacy arrangements;
- Fees, charges and refunds;
- Language, literacy and numeracy arrangements;
- Recognition of prior learning (RPL) and credit transfer;
- Competency-based training and assessment processes;
- Complaints and appeals processes;
- Records, release of information and access to Student records;
- Cheating, plagiarism and discipline arrangements;
- Evaluation and feedback arrangements; and
- Further information contact details.

**Course Services Information**

Once a course information request, client expression of interest or course registration and application for enrolment has been received, Lennox College provides further current and accurate information to prospective students to enable them to decide if Lennox College as a training organisation and the relevant course service of interest is suitable for them, taking into account their existing skills and knowledge and any specific individual needs.

Lennox College ensures information provision for all course services is accurate and conforms to the planned training and assessment described in Lennox College’s training and assessment strategies.

Prior to enrolment, Lennox College provides clear information to prospective clients via the *Course Guide* including the following:

- Full course code and title of the training product(s) of interest;
- Any relevant currency information, such as whether a qualification has been superseded or removed from a training package;
- Where the training and/or assessment will be undertaken, how long it will take and mode/s involved;
• Information regarding any entry requirements and/or specific requirements they need to meet to successfully complete the course program of interest;
• Any requirements of the client to provide any materials and/or equipment;
• Information about educational and support services available to students and any cost associated with them;
• Any limitations regarding access to educational and support services and resources;
• Whether the training includes mandatory work placements. If mandatory work placements are part of the training, clients are provided with clear information on who will arrange this, the duration and schedule applicable and what outcomes are expected of the work placement;
• Lennox College is responsible for the quality of the training and assessment during all course services in compliance with the VET Quality Framework and the Standards for RTOs 2015; and
• Lennox College is responsible for the issuance of AQF certification documentation the Student is entitled to as course services are undertaken.

Fee Information
Lennox College provides fee information to clients prior to enrolment, via the Statement of Fees. Please refer to the Fees, Charges and Refunds section of this manual for further information.

Consumer Rights
Lennox College informs prospective clients about their rights as a consumer in accordance with relevant state and territory laws. This includes information on cooling-off periods where relevant. Please refer to the Consumer Protection section of this manual for further information.

Lennox College informs prospective clients about its complaints and appeals processes that may be relevant for course services and other business activities. These processes include provisions for the lodgement of a complaint or appeal against any relevant third party engaged by Lennox College, and are outlined in the Lennox College relevant handbook for each stakeholder group.

Lennox College notifies clients as soon as practical after any change occurs that may affect the course services being provided. This includes changes of significant impact including:
• Any changes to, or new third party arrangements Lennox College puts in place, for the delivery of services to specific clients; and
• A change in ownership of an RTO entity should that occur.

Notification occurs in writing, via letter, email or an amended Statement of Fees in cases where this is relevant.

VET FEE-HELP VET Quality & Accountability - Provision of Information
• Prior to enrolment Lennox College give each prospective student the following information:
• The person’s options for paying their tuition fees including the following payment options:
  – Up-front payment; or
  – Government loan through the VET FEE-HELP scheme including eligibility criteria; or
  – Any other options;
• The tuition fees that are covered by a VET FEE-HELP loan, including whether a loan fee will apply and if so the amount, and any other fees that may be incurred that will not be covered by a VET FEE-HELP loan;
Credit Transfer

As a component of the Pre-Enrolment Review process, Lennox College ensures students are not required to repeat any unit or module in which they have already been assessed as competent, unless a regulatory requirement or license condition (including industry licensing schemes) requires this.

Credit transfer is a process that provides students with credit outcomes for components of a qualification based on identified equivalence in content and learning outcomes from previous studies.

Where a Student provides suitable evidence they have successfully completed a unit or module at any RTO, Lennox College provides credit for that unit or module. In some cases, licensing or regulatory requirements may prevent a unit or module being awarded through a credit process.

Lennox College is not obliged however to issue a qualification or statement of attainment that is achieved wholly through recognition of units and/or modules completed at another RTO or RTOs.

Note that providing credit for previous studies is not a Recognition of Prior Learning (RPL) process. RPL is a form of assessment of the competence of a person, while providing credit is recognising the equivalence of studies previously undertaken and completed successfully.

Student Request for Credit Transfer

If a Student wishes to apply for Credit Transfer it is mandatory that they complete the Credit Transfer / RPL Application Form and include appropriate evidence to support the Credit Transfer application.

All Credit Transfer applications must be supported by the appropriate evidence. This may be in the form of Nationally Recognised Qualification or Statement of Attainment indicating exactly the same code and title as those included in the Student application, or other documents of equivalence.
Where appropriate evidence is provided with the Credit Transfer application the Training Manager must grant the Credit Transfer. Where Credit Transfer is granted, the Student will be advised within five working days of completion of the assessment and the training program adjusted accordingly.

Where Credit Transfer is not granted, the Student will be notified in writing of the outcome within five working days of completion of the assessment. The written communication to the Student includes a reason for refusal, and information on how to lodge a complaint or appeal if desired.

Recognition of Prior Learning

Recognition of Prior Learning (RPL) means an assessment process that assesses the competency/s of an individual that may have been acquired through formal, non-formal and informal learning to determine the extent to which that individual meets the requirements specified in the training package or VET accredited courses.

- **Formal learning** refers to learning that takes place through a structured program of instruction and is linked to the attainment of an AQF qualification or statement of attainment (for example, a certificate, diploma or university degree);
- **Non-formal learning** refers to learning that takes place through a structured program of instruction, but does not lead to the attainment of an AQF qualification or statement of attainment (for example, in-house professional development programs conducted by a business); and
- **Informal learning** refers to learning that results through experience of work-related, social, family, hobby or leisure activities (for example the acquisition of interpersonal skills developed through several years as a sales representative).

RPL assesses this prior learning against the requirements of a qualification, in respect of both entry requirements and outcomes to be achieved. RPL encourages an individual to continue upgrading their skills and knowledge through structured education and training towards formal qualifications and improved employment outcomes. RPL keeps the system of qualifications open to recognition of the value of learning achieved outside the formal system, as part of everyday living in a continuum of learning throughout one's life.

In order to recognise prior learning it is necessary to:

- Compare the informal or non-formal learning the individual has achieved against the learning outcomes or performance criteria of the course or qualification for which the Student is using as a basis for seeking entry or the award of credit; and
- Determine appropriate evidence to support the claim of prior learning.

The processes used to assess RPL applications may take several (not mutually exclusive) forms, for example:

- Participation in exactly the same or modified versions of the assessment the Student would be required to complete as part of the full course;
- Assessment based on a portfolio of evidence;
- Direct observation of demonstration of skill or competence;
- Reflective papers, journals or portfolios that relate past learning to the learning or competency outcomes of the current course or qualification;
- Provision of examples of the Student's work drawn from the workplace, social, community or other setting in which the Student applies their learning, skill or competence;
- Testimonials of learning, skill or competence; and
- Combinations of any of the above.
Lennox College ensures that trainers and assessors remain current in their professional development and in their knowledge and understanding of issues related to recognition.

RPL Process

As a component of the Pre-Enrolment Review process, Lennox College implements a robust RPL process to ensure that:

- The uptake of RPL is encouraged and RPL processes are reviewed to streamline the RPL application process;
- Where possible, the Student is able to complete the qualification in less time;
- RPL information is provided to students prior to enrolment and prior to commencement of formal training delivery in a course program;
- RPL processes offered provide adequate information, support and opportunities for students to engage in the RPL process;
- RPL decisions are made prior to the commencement of the course, subject or unit for which the RPL is being claimed; and
- RPL assessment processes and procedures meet the same delivery and quality assurance requirements as all other assessment arrangements.

RPL Requirements

To achieve RPL, students must:

- Apply for RPL;
- Provide appropriate RPL evidence (including documents, demonstrations and interviews as may be relevant); and
- Have this evidence assessed as meeting all of the requirements of the entire Unit of Competency.

Where students have gaps, or require additional mentoring and support, RPL is not applicable. In these cases learning is occurring, and a ‘Competent’ result is achieved on completion of assessment.

RPL Applications

It is mandatory that students wishing to achieve RPL with Lennox College complete a Credit Transfer / RPL Application Form and provide this form with their evidence submission for assessment. This application form ensures:

- The Application for RPL is recorded effectively;
- The start date for each Unit of Competency is correctly identified; and
- The appropriate declarations of authenticity of prior work are recorded.

Employer Engagement

As a component of the Pre-Enrolment Review process, Lennox College ensures that employers or other parties who contribute to each Student’s course services and outcome are informed and engaged in the training and assessment on the development, delivery and monitoring of training and assessment. This may include course services involving work placements, employer sponsored courses and apprenticeship or traineeship arrangements.

- All employers involved in Lennox College course services receive the Employer Handbook that provides a range of important information for employer involvement including:
  - Employer and RTO responsibilities;
  - Student attendance and behaviour expectations;
  - Equity commitment;
  - Work health and safety requirements;
  - Privacy arrangements;
- Language, literacy and numeracy arrangements;
- Student support services;
- Recognition of Prior Learning (RPL) and Credit Transfer;
- Competency-based training and assessment process;
- Complaints and appeals processes;
- Evaluation and feedback arrangements;
- Further information contact details; and
- Any relevant required release from work or study.

Lennox College ensures all students involved in workplace delivery have a range of processes and mechanisms implemented to engage the employer in the training and assessment process. This includes but is not limited to:

- Consultation prior to and during enrolment, and subsequent training and assessment sessions to gain input from the employer in areas such as the development of the training plan;
- Providing employer guidance on how to assist students to achieve competency through undertaking specific workplace tasks. This is undertaken through various contact and employer specific information and documents;
- Ensuring the assessment process is supported with supplementary evidence from the employer to contribute to the assessment outcome (such as Third Party Reports);
- Regular contact with the employer to confirm the Student’s progress; and
- Formal evaluation processes to gain further feedback on the training and assessment processes provided.

**VET FEE-HELP - REQUEST FOR COMMONWEALTH ASSISTANCE FORM**

In line with the VET FEE-HELP VET quality and accountability requirements Lennox College ensure that students are allowed time to fully consider the implications and responsibilities associated with applying for VET FEE-HELP assistance.

Lennox College does not accept a Request for Commonwealth Assistance form (VET FEE-HELP loan form) from a person either electronically or in paper form unless:

- Two business days have passed from the date and time the person enrolled; and
- Lennox College is satisfied that prior to or at the time of the person’s enrolment the person had received all required pre-enrolment information.

To avoid any doubt if a person enrols at 4:00 pm on a Friday, the period concludes at 4:00 pm on the following Tuesday.

Lennox College documents and maintains accurate records of enrolments and applications for VET FEE-HELP including:

The date and time the person enrolled in the VET course of study; and
The date and time the completed and signed Request for Commonwealth assistance form was accepted.

Lennox College retain, for a period of not less than five years, all documentation and makes these records available to the Minister in the time, form and manner as directed by the Minister.

**FEES, CHARGES AND REFUNDS**

Lennox College undertakes to provide course services as outlined in client Course Fees Agreements including Statements of Fees.
Fees and Charges

Prior to enrolment, Lennox College notifies clients of a range of fee information in a Statement of Fees. This fee information includes:

- All fees payable to Lennox College, clearly describing all costs involved with the course;
- How and when fees must be paid;
- How to request a refund;
- The conditions under which a refund would be provided; and
- The Student’s rights as a consumer, including but not limited to any statutory cooling-off period, if one applies.

This information forms part of the Statement of Fees. Information provided to clients is consistent with Lennox College course services arrangements.

Where a Student is being enrolled under any loan or delayed payment arrangement (including VET FEE-HELP), the terms of the arrangement are clearly stated, including:

- Any debt that may be incurred;
- When repayment is require;
- Under what conditions; and
- Any associated fees, indexation or interest.

Fee Arrangements

Lennox College fees are designed to minimise the impact of fees and charges, through flexible payment plans, dependent on service type. Lennox College is committed to cost efficiency for Recognition of Prior Learning (RPL) applications, and will at all times seek to complete RPL applications at the same cost or lower than normal course delivery costs.

Course Services Fees

All course services fees are published and available on the Lennox College website. Published fees information includes fee rates for each training product, including full fee for service, subsidised, concession and exemption fee rates for each course and relevant government jurisdiction.

Student Support Services Fees

If any specific Student support options available attract an additional cost to the client, Lennox College makes this clear in pre-enrolment information and as a part of the Statement of Fees. Similarly, if there are limitations to the support Lennox College is able to provide to particular client cohorts, these limitations are also made clear in information provided to potential students.

Clear and accurate information on these items is included in the Lennox College’s relevant handbook for each stakeholder group.

Incidental Expenses

For each qualification, Lennox College publishes on its website any additional costs that a Student will or may incur and ensure that students are aware of these costs prior to enrolment.

Lennox College provides the Student or employer (where relevant) with receipts for any monies collected by Lennox College for incidental expenses. Lennox College retains copies of receipts issued.

Embedded qualifications
In some cases a qualification may include all the units of competency required to complete a lower level qualification, an ‘embedded’ qualification. The Student may wish to be issued with a testamur for the lower level qualification in addition to the higher one they enrolled in.

In this case the Student has paid the fee for the higher level qualification. Lennox College charges an administrative fee to produce the additional testamur (set at $385 including GST) but the Student is required to pay additional Student fees for the lower level qualification.

Repeated Assessment

Students are able to attempt assessment to complete a unit of competency on three (3) occasions within their initial Student course fee. Lennox College does not levy additional fees for these attempts.

Withdrawal without penalty

Lennox College advises prospective students, prior to any fees being paid, of the ‘withdrawal with no penalty’ cut-off date. That is, the date by which the Student can withdraw and be refunded any fees paid on enrolment. This date is generally before 20% of the scheduled unit of competency hours have been delivered.

Government Loan, Funding, Subsidy and Support Entitlements

In cases where students are accessing any government funding entitlement that may reduce their ability to access such funding in the future (such as arrangements that limit funding to one qualification for a person), Lennox College also provides advice on these arrangements prior to enrolment, via the Statement of Fees.

The total course fee for a government subsidised course is divided into two components:

- The Fee (to the Student / employer / client); and
- The Subsidy (paid by the relevant government body).

In cases of government funding or subsidy, the Statement of Fees also includes the approximate value of the contribution from government towards the qualification(s) in which the Student is considering enrolment.

Third Party Fee Arrangements

Lennox College third party representatives do not collect fees on behalf of Lennox College.

Notifications and Guarantee

Lennox College notifies clients as soon as practical after any change occurs that may affect the course services being provided. This includes changes of significant impact including:

- Any changes to, or new third party arrangements Lennox College puts in place, for the delivery of services to those specific clients; and
- A change in ownership of an RTO entity should that occur.

Lennox College guarantees that no additional charges will be imposed during the period covered by the Course Fees Agreement and Statement of Fees.

Recovery of Outstanding Student Fees

Lennox College collects all fees to be paid by the Student by the time they complete their subsidised training. Lennox College retains Student fees that it collects.

Lennox College has a robust process for the recovery of outstanding fees from a Student. The failure by a Student to pay a fee owing is considered to be a breach of discipline and can lead to penalties being imposed on the Student under Discipline arrangements.
One of the penalties that may be considered is the delay in release of results or testamur(s) as relevant to the Student until all fees are recovered. For significant Student debts, formal debt collection actions may also be undertaken.

**Fee Concessions and Exemptions**

Fee concessions and exemptions apply to a range of publicly funded vocational education and training course services provided by Lennox College across jurisdictions. Fee concession and exemption arrangements do vary depending on the jurisdiction and government support program available.

**Fee Protection**

Lennox College does not collect more than $1,500 in prepaid fees (fees in advance) from students for the majority of course services, with the exception of the VET FEE-HELP loan scheme, and CRICOS International students. The requirements that apply to prepaid fees include all fees that a Student is required to pay, including enrolment fees, tuition fees, materials fees and any other fee component that is a mandatory payment for the course.

Lennox College is only required to protect prepaid fees from individual students and prospective students. These requirements do not apply for other clients - for example, where an employer engages Lennox College to provide training and/or assessment to its personnel.

**Statement of Tuition Assurance**

Lennox College complies with tuition assurance requirements.

Under the provisions of the *Higher Education Support Act 2003* (HESA) and the associated Higher Education Provider Guidelines, Lennox College is required to provide a tuition assurance arrangement for persons, other than overseas students*, who are enrolled in VET FEE-HELP and higher education courses offered. This requirement is to protect students in the event that Lennox College ceases to provide a course of study in which a Student is enrolled.

In the event that Lennox College ceases to provide a course of study in which a Student is enrolled the Student is entitled to a choice of:

A) An offer of a place in a similar course of study with another higher education provider without any requirement to pay the other provider any Student contribution or tuition fee for any replacement units (this is known as the “Course Assurance Option”);

OR

B) A refund of his or her up-front payments for any unit of study that the Student commences but does not complete because Lennox College ceases to provide the course of study of which the unit forms part (this is known as the “Student Contribution/Tuition Fee Repayment Option”)

Lennox College has met the tuition assurance requirements of the HESA through its current membership of the Australian Student Tuition Assurance Scheme (ASTAS) operated by the Australian Council for Private Education and Training (ACPET). Contact details for ACPET are:

*ACPET*
PO Box 551
If Lennox College ceases to provide a course of study, ACPET will send a Student enrolled in the course of study a Written Tuition Assurance Offer (the Offer) advising the Student of the options available under the tuition assurance requirements. The Offer will include directions that the Student must follow in order to notify ACPET of the choice they have made for each affected unit. ACPET will provide this Offer within twenty Business Days after it knows, or should know by reasonable enquiries that the Lennox College has ceased to provide the course or study.

A Student may choose either:

The Course Assurance Option:
Under the course assurance option, a Student will be offered a place in a similar course of study by ACPET. If the Student accepts this option, ACPET will make all necessary arrangements to ensure a Student is able to enrol with the other higher education provider in the similar course of study. This offered course will lead to the same or a comparable qualification without any requirement on the part of the Student to pay the higher education provider any Student contribution or tuition fee for any replacement units (that is, units that the Student had commenced but not completed because the course ceased to be offered). A Student will receive full credit from the other higher education provider for any units of study successfully completed at Lennox College.

The other higher education provider nominated by ACPET may have different contribution amounts or tuition fees to the amounts or fees the Student would have paid for units of study which were part of the course of study the Lennox College ceased to provide but which the Student had not yet started studying.

A Student is not obliged to enrol in a course of study with the other higher education provider offered by ACPET under the Course Assurance Option. However, if he/she enrols with any other provider there is no obligation on that provider to offer full credit transfer for the units of study completed with Lennox College or to offer replacement/s unit free of charge.

OR

The Student Contribution/Tuition Fee Repayment Option:
Under the Student Contribution/Tuition Fee Repayment Option, ACPET undertakes to pay the Student the total of any up-front payments already paid by the Student for any units of study the Student has commenced but not completed because the course ceased to be offered. Students selecting this option will also have their FEE-HELP balance re-credited for the uncompleted units.

This Statement of Tuition Assurance is made available to prospective and current students on the Lennox College website and in the Student Handbook.

Refunds
Lennox College does not collect more than $1500 in prepaid fees (fees in advance) from students for the majority of students, with exception of VET FEE-HELP, where tuition assurance arrangements apply. From time to time however a refund may be required for specific Student cases. Refund information and arrangements are made available to clients prior to enrolment through:
• Lennox College’s relevant handbook for each stakeholder group;
• Lennox College website; and
• As a part of the Course Fees Agreement and Statement of Fees completed with the client prior to enrolment.

Refunds may be paid automatically, or sought and negotiated on an individual basis with Lennox College, on a case by case basis.

Lennox College has publicly published on its website, and makes students aware of this Refund policy before enrolment.

**Enrolment Fees**

Enrolment fees paid for any course service cover administrative components of service provision, and are often mandatory fees in the cases of publicly funded course services. In these cases enrolment fees are non-refundable once the course service has commenced.

**Co-enrolments**

Lennox College charges a fee for each government subsidised course that a Student enrolls in, as relevant to the relevant government contractual requirements.

**Refunds Prior to Course Services Commencement or Services Termination**

Lennox College’s general refund arrangements for all clients and all course services are as follows:

<table>
<thead>
<tr>
<th>Refund Arrangements</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Fee for Service Course Services</strong></td>
<td></td>
</tr>
<tr>
<td>Withdrawal Census Date / Withdrawal with No Penalty Cut off Date</td>
<td>Full refund of course services fees paid.</td>
</tr>
<tr>
<td>Lennox College’s withdrawal/census date is set at a minimum of 20% of the duration of the unit, and is the last day which students can withdraw from a unit and be eligible for a full refund of their unit fee. The withdrawal/census date applies to each individual unit of study and not to the course as a whole.</td>
<td></td>
</tr>
<tr>
<td>Withdrawal after Withdrawal Census Date / Withdrawal with No Penalty Cut off Date</td>
<td>No refund applicable</td>
</tr>
<tr>
<td><strong>Government Subsidised Course Services</strong></td>
<td></td>
</tr>
<tr>
<td>Withdrawal Census Date / Withdrawal with No Penalty Cut off Date</td>
<td>Full refund of course services fees paid.</td>
</tr>
<tr>
<td>Lennox College’s withdrawal/census date is set at a minimum of 20% of the duration of the unit, and is the last day which students can withdraw from a unit and be eligible for a full refund of their unit fee.</td>
<td></td>
</tr>
</tbody>
</table>
The withdrawal/census date applies to each individual unit of study and not to the course as a whole.

| Withdrawal after Withdrawal Census Date / Withdrawal with No Penalty Cut off Date | Refund of pro rata course services fees paid. 
Note: In all cases of a mandatory government enrolment fee in relevant jurisdictions, these fees are non-refundable once the course service has commenced. |

Refunds Due to Non-Provision of Services

Course fees are to be refunded in full if Lennox College is unable to commence the course service as agreed due to a lack of minimum Student numbers or unforeseen circumstances.

Where Lennox College or a third party representative is unable to complete the course services due to unforeseen circumstances or closure, any course services fees are refunded on a pro-rata basis, with comparison of the course fees paid against the units of competency where services have been delivered.

Where there is an instance of Lennox College default due to unforeseen circumstances, Lennox College will endeavour arrange for another course, or part of a course, to be provided to students at no (extra) cost to the student as an alternative to a refund. Where the student agrees to this arrangement, Lennox College will not refund fees paid.

Refund Arrangements

<table>
<thead>
<tr>
<th>Recognition of Prior Learning and/or Credit Transfer has been granted.</th>
<th>Pro-rata refund paid based on a calculation of the number of units that have received RPL or CT results and the fees paid to date.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Lennox College is unable to commence the course for which the original enrolment and payment has been made.</td>
<td>Full refund or alternative placement in a course, as per the clients’ preference.</td>
</tr>
<tr>
<td>Lennox College is unable to continue to deliver the course as agreed.</td>
<td>Partial refund or alternative placement in a course, as per the clients’ preference.</td>
</tr>
</tbody>
</table>

Refunds Due to Client Request / Hardship Application

Students may have extenuating circumstances that prevent them from attending scheduled course dates that may include but are not limited to illness, family or personal matters, or other reasons that are out of the ordinary. Where evidence can be successfully provided to support the Student’s circumstances, course service fees may either be transferred to the next available course where applicable, or a refund of unused course fees will be issued.
This decision of assessing the extenuating circumstances rests with the Chief Executive Officer and shall be assessed on a case by case situation.

Where delivery has commenced, course fees have been paid and a client believes a special circumstance refund is warranted, the client may apply for a refund in writing to:

Rhett Simonds
Chief Executive Officer
1300 130 666
info@lennoxCollege.com.au

All refund applications are assessed and processed within fourteen (14) days of the application being placed. The client will be advised in writing of the outcome of their application, including reasons for refusing a refund in cases where this occurs.

Lennox College does not typically provide a refund in cases where a Student has withdrawn from a qualification but has completed all the requirements for a lower level qualification, which attracted a lower Student fee.

All clients have the right to appeal a refund decision made by Lennox College. Please refer to the Complaints section for further information.

Third Party Refunds
If course services fees have been paid to Lennox College by a third party, any refunds payable will be remitted to that third party.

VET FEE-HELP - Re-crediting and Remission
Students who have accessed VET FEE-HELP to cover all or part of their tuition fees incur the liability and therefore the debt for their tuition fees after the census date. Students may find they have to withdraw from their studies after the census date or they have been unable to complete their studies due to certain circumstances. Students in this situation may apply to have their FEE-HELP balance re-credited.

If Lennox College determines that a person’s FEE-HELP balance is to be re-credited, Lennox College repays any amounts of VET FEE-HELP it received for the VET unit of study to the Commonwealth. Any VET FEE-HELP debt the person incurred for the VET unit of study is taken to be remitted.

The Re-crediting Process
Lennox College re-credits a person’s FEE-HELP balance with an amount equal to the amounts of VET FEE-HELP the person received for a VET unit of study if:

- The person has been enrolled in the VET unit of study with Lennox College; AND
- The person has not completed the requirements for the VET unit of study in the period the person undertook, or was to undertake the VET unit of study; AND
- Lennox College is satisfied that special circumstances apply to the person; AND
- The person applies in writing to Lennox College for re-crediting of the FEE-HELP balance; AND
- Either:
  - The application is made within 12 months of the person withdrawing from the VET unit of study or if the person has not withdrawn, within 12 months of the end of the period in which the VET unit of study was, or was to be, undertaken; OR
Lennox College waives the requirement the application be made before the end of the 12 months, on the ground that it would not be, or was not, possible for the application to be made before the end of the 12 months.

Lennox College ensures that it takes reasonable steps to ensure that people, who withdraw from a VET unit of study after the census date, are aware they may apply, in writing to Lennox College, for a re-credit of their FEE-HELP balance. Reasonable steps include:

- Relevant information in Lennox College’s Student Handbook;
- Providing information on Lennox College’s website; and
- Relevant information in the material provided to students.

Applying for a Re-credit and Remission

A person may apply to Lennox College for a re-credit of their FEE-HELP balance if they withdraw from their VET unit of study after the census date or the person has not completed the requirements for the VET unit of study.

A person cannot apply for a re-credit or a remission if they have successfully completed the VET unit of study. A Student who receives a Not Competent/Fail grade is considered not to have successfully completed the requirements of the VET unit of study.

An application for a re-credit or a remission must be made, in writing. Where Lennox College allows a person to defer completion of their studies, the twelve-month period applies from the end of the extended period. Lennox College has the discretion to waive this requirement if it is satisfied the application could not be made within the time limits.

The person’s application should include any independent supporting documents, for example, a letter from the person’s doctor or counsellor, to support the person’s claims. Each application is examined and determined on its merits. Lennox College considers the person’s claims, together with any independent supporting documentary evidence that substantiates these claims.

Special Circumstances

Lennox College re-credits a person’s FEE-HELP balance if it is satisfied that special circumstances apply to the person that were:

- Beyond the person’s control; AND
- Did not make their full impact on the person until on, or after, the census date for the VET unit of study; AND
- Made it impracticable for the person to complete the requirements for the VET unit of study in the period the person undertook, or was to undertake, the VET unit of study.

Special circumstances do not include, for example:

- A lack of knowledge or understanding of requirements for VET FEE-HELP; or
- A person’s incapacity to repay a HELP debt, as repayments are income contingent and the person may apply for a deferral of a compulsory repayment in certain circumstances.

For special circumstances to apply, the circumstances must have made it impracticable for the person to complete the requirements of the VET unit of study. Special circumstances do not have to be the sole reason for not being able to complete the VET unit of study, but there must be a reason. If the Student was unable to complete the VET unit of study before the circumstances arose, Lennox College may make a decision not to re-credit the related FEE-HELP balance. For example, if a Student was required to obtain a pass mark for
all assessment and the Student failed an exam for reasons unrelated to the circumstances, the Student would not be able to claim special circumstances if they fell ill after the exam.

Special circumstances beyond a person’s control

Circumstances could be considered beyond a person’s control if a situation occurs that a reasonable person would consider is not due to the person’s action or inaction, either direct or indirect, and for which the person is not responsible. This situation would generally be expected to be unusual, uncommon or abnormal.

For example, a lack of knowledge of how VET FEE-HELP works or the requirements regarding census dates would not be considered beyond a person’s control.

Special circumstances that do not make full impact until on or after the census date

Circumstances could be considered not to make their full impact on the person until on or after the census date for the VET unit of study if the person’s circumstances occurred:

- Before the census date, but worsen after that day;
- Before the census date, but the full effect or magnitude did not become apparent until after that day; or
- On or after the census date.

Students do not need to demonstrate they were unable to withdraw from the VET unit of study prior to the census date.

Special circumstances arising from pre-existing conditions

A circumstance that first occurred before the census date may satisfy the special circumstances requirement where it worsens after that day or the full effect or magnitude does not become apparent until after that day.

For example, a person may have an illness or other underlying, pre-existing condition or incapacity prior to the census date for a VET unit of study, but that condition may worsen, or that person may suffer from an aggravation, deterioration or episode, after the census date.

Alternatively, the full implications of a person’s condition may not have been apparent until after the census date. This may be because recovery does not go to plan, or the degree of disability or incapacity for study are not fully realised until after the census date.

Lennox College considers whether the person’s circumstances changed on or after the census date and when the full effect or magnitude of the circumstances became apparent, taking into account any additional circumstances, including continuation of a pre-existing condition, that may have affected the person on or after the census date.

Special circumstances that made it impracticable for the person to complete the VET unit of study

The term impracticable is defined as ‘not practicable, that which cannot be put into practice with the available means’. Lennox College keeps this definition in mind when deciding whether a Student’s circumstances made it impracticable for them to complete a VET unit of study.

Circumstances that make it impracticable for the person to complete the requirements for their VET unit of study may include:

- Medical circumstances, for example where a person’s medical condition has changed to such an extent that he or she is unable to continue studying;
- Family/personal circumstances, for example death or severe medical problems within a family, or unforeseen family financial difficulties, so that it is unreasonable to expect a person to continue studies;
- Employment related circumstances, for example where a person’s employment status or arrangements have changed so the person is unable to continue their studies, and this change is beyond the person’s control; or
• Course related circumstances, for example, where Lennox College has changed the VET unit of study it had offered and the person is disadvantaged by either not being able to complete the VET unit of study, or not being given credit towards other VET units of study or courses.

Consideration is also given to whether at the time the person’s special circumstances emerged it was already not practicable for the Student to meet the requirements of the VET unit of study.

A person is unable to complete the requirements for a VET unit of study, for example, if the person is unable to:
• Undertake the necessary private study required, or attend sufficient lectures or tutorials or meet other compulsory attendance requirements to meet their compulsory course requirements; or
• Complete the required assessable work to the required standard; or
• Sit the required examinations and obtain a required mark; or
• Complete any other course requirements because of their inability to meet the above.

Requirements for Making Decisions

Lennox College considers the person’s application as soon as practicable and notifies the person of its decision and the reasons for making the decision.

Decisions regarding re-crediting a person’s FEE-HELP balance are reviewable. In addition to notifying a person of its decision and the reasons for making the decision, Lennox College also advises the person of their rights for a review of the decision if the person is unsatisfied with the outcome. The person must be advised the time limit for applying for a review of a decision is 28 days from the day the person first received notice of the decision.

Notifying the Department of the Decision

Where a decision results in the re-crediting of a person’s FEE-HELP balance, the remission of a person’s HELP debt, and/or the refund of a person’s upfront payments, Lennox College notifies the department through the Revisions File.

Re-crediting a Person’s FEE-HELP Balance

Where Lennox College is satisfied that special circumstances apply, Lennox College re-credits a person’s FEE-HELP balance with an amount equal to the amount of VET FEE-HELP the person received for the VET unit of study.

Lennox College has the discretion to refund any upfront payments the person made in respect of the VET unit of study in line with its own policies, which should be accessible to the Student.

Students who withdraw on or before the census date, for any reason, do not incur a VET FEE-HELP debt, and accordingly, it is not necessary for them to seek a re-credit or establish special circumstances.

Reviewable VET Decisions

Decisions regarding re-crediting a person’s FEE-HELP balance are reviewable. A review of a decision may be requested by the person affected by the original decision or without a request if Lennox College is satisfied there is sufficient reason to do so.

Lennox College has appointed the following Review Officer to undertake reviews of decisions regarding re-crediting a person’s FEE-HELP balance.

Rhett Simonds
Chief Executive Officer
1300 130 666
info@lennoxcollege.edu.au
The review officer does not review a decision they were involved in making and occupies a position that is senior to that occupied by any person involved in making the original decision.

**Review by Review Officer**

A person has the right to apply for a review of a decision to not re-credit their FEE-HELP balance. The person’s request must be made in writing and given to the review officer within 28 days from the day the person first received notice of the original decision. In the written request, the person must state the reasons why they are asking for a review.

If a full fee-paying Student has paid their fees upfront, and did not request VET FEE-HELP assistance, the review procedures under HESA do not apply. In this instance, the Student cannot under HESA request a review or refer the matter to the Administrative Appeals Tribunal (AAT).

The Lennox College review officer:

- Reconsiders the decision and either:
  - Confirms the decision; or
  -Varies the decision; or
  - Sets the decision aside and substitutes a new decision; and

- Notifies the person in writing of the decision and if applicable of the day the decision takes effect and:
  - The reasons for making the decision; and
  - Advises the person of their right to appeal to the AAT for a review of the reviewer’s decision if the person is unsatisfied with the outcome; and
  - Provides the applicant with the contact details and address of the nearest AAT registry and the approximate costs of lodging an appeal.

In circumstances where an application is made outside the application period the person will be advised the application has been refused on the basis the person has not satisfied one of the threshold criteria. The applicant will also be provided with written reasons why the application period was not waived.

In these circumstances, it is not necessary for Lennox College to address whether the special circumstances test has been satisfied. A decision made on this basis will be a reviewable decision under HESA and there is an obligation to inform the person of this and provide the person with the opportunity to seek reconsideration of the decision.

**Review by the AAT**

A person may apply to the Administrative Appeals Tribunal (AAT) for review of a review officer’s decision and may supply additional information to the AAT they did not previously supply to Lennox College, including the reviewer.

The department will receive notification from the AAT that a person has lodged an application for a review of a review officer’s decision. The department is the respondent for cases that are before the AAT.

Once the department has received notification from the AAT the person has applied for the reconsideration under section 37 of the *Administrative Appeals Tribunal Act 1975*, the department must lodge the following documents with the AAT within 28 days:

- A statement setting out the findings on material questions of fact, referring to the evidence or other material on which those findings were based and giving the reasons for the decision; and

- Every document or part of a document that is in the reviewer’s possession or under the reviewer’s control and is considered by the reviewer to be relevant to the review of the decision by the AAT.

The department will notify Lennox College, in writing, that an appeal has been lodged. To enable the department to meet the 28-day timeframe, Lennox College must, within a further five business days of being requested, provide the department with copies of all the documents it holds that are relevant to the appeal.
These documents should be sent by courier or express post to meet the five-business day requirement. Lennox College will keep any originals and copies of the documents in line with its normal recording keeping practices.

Once receiving the documents the department may choose to review the original decision.

Lennox College's review officer may also reconsider the decision even though an appeal has been made to the AAT at any time up until the AAT makes a final decision. If a decision is made to re-credit a person's FEE-HELP balance Lennox College must advise the department.

However, until a person withdraws their AAT appeal or the appeal is dismissed or otherwise dealt with by the AAT, the department is still required to comply with the requirement under section 37 of the Administrative Appeals Tribunal Act 1975 to lodge the statement, and relevant documents described in the two dot points above, with the AAT. Therefore, Lennox College must still forward all relevant documents to the department within five business days, unless advised not to do so by the department. The department will deal with cases from that point and advise Lennox College of the outcome.

**STATEMENT OF FEES**

All prospective students, prior to enrolment, receive a Course Fees Agreement including Statement of Fees from Lennox College. This agreement makes a formal enrolment offer to the prospective Student and/or relevant supporting client, and includes all relevant fees, charges, refunds and government support information relevant to the Student's course selection.

**VET FEE-HELP - Notices to students**

All students who have requested VET FEE-HELP receive two types of notices. The VET FEE-HELP Invoice Notice (Invoice Notice), to be provided to students prior to census dates, provides notification including unit of study tuition fees to be incurred, and the Commonwealth Assistance Notice (notice), to be provided after census dates, provides information including VET FEE-HELP debts incurred, acting like a receipt. These notices are given to all students, even if the Student has fully paid their tuition fees on or before the census date and therefore has not incurred a VET FEE-HELP debt for that VET unit of study. The notice formats meet all requirements as listed in the VET FEE-HELP Administrative Guidelines.

The VET FEE-HELP Invoice Notice is given to students not less than 14 days prior to the census date determined for the unit(s) of study indicated in the Invoice Notice.

The Commonwealth Assistance Notice is given to students within 28 days of the census date.

**Enrolment and Induction**

Lennox College course services meet strict Student services standards, to maintain an exceptional standard of Student service, and meet compliance with the conditions and standards of the VET Quality Framework, Standards for RTOs 2015 and various other guidelines and contractual requirements.

**Enrolment**

Lennox College assesses all potential Student enrolment applications to ensure they meet the enrolment requirements of the course and to confirm their ability to complete the requested training product.
Where the enrolment of the Student would require unreasonable adjustments to the course program, the Student's admission for enrolment will not be processed. Decisions on the acceptance or otherwise of Student enrolment applications are free from bias and discrimination.

**Confirmation of Enrolment**

A Student's enrolment application into a course program is accepted and enrolment confirmed once:

- All pre-enrolment information has been provided and discussed;
- Student identity has been confirmed;
- Student individual needs assessment has been completed and confirmed;
- Enrolment information collection has been completed and confirmed;
- Course entry requirements and admission requirements have been reviewed and confirmed;
- Any government subsidy or support eligibility process has been undertaken and concluded;
- Any final Pre Training Review processes are conducted; and
- A Statement of Fees has been completed and signed by all parties.

The date on which the *Statement of Fees* is completed and signed by all parties is confirmed as being the official date of enrolment.

**Induction**

Lennox College induction sessions with students may be individual or in groups, and include:

- Further explanation of course content, competency standards, timelines and stakeholders;
- Preparation and signing of the Training Plan; and
- Provision of initial course resources, information or activities.

Lennox College personnel conducting the induction process are responsible to ensure all paperwork is completed.

**TRAINING SERVICES**

Competency Based Training and Assessment (CBT&A) is a flexible form of training that aims to produce a workforce with the knowledge and skills which industry requires. Under CBT, we have competency standards. The concept of competency focuses on what is expected of an employee in the workplace rather than on the learning process, and embodies the ability to transfer and apply skills and knowledge to new situations and environments.

Competency is a broad concept that includes all aspects of work performance and not only narrow task skills.

The *dimensions of competency* encompass:

- The requirement to perform individual tasks (task skills);
- The requirement to manage a number of different tasks within the job (task management skills);
- The requirement to respond to irregularities and breakdowns in routine (contingency management skills);
- The requirement to deal with responsibilities and expectations of the work environment (job role environment skills), including working with others.

Each Unit of Competency describes the work performed in the workplace. Students undertaking training and assessment receive a competent result when successful workplace performance is demonstrated.

**Volume of Learning**

Lennox College is required to develop and implement approaches, including providing access to suitable resources, facilities and trainers, to ensure students gain all relevant skills and knowledge.

The Australian Qualifications Framework (AQF) provides a guide to the volume of learning which describes how long a Student who does not hold any of the competencies identified in the relevant units of competency or modules would take to develop all the required skills and knowledge.
The volume of learning includes all teaching and learning activities such as guided learning (classes, lectures, tutorials, online or self-paced study), individual study, research, learning activities in the workplace and assessment activities. The amount of training provided by Lennox College is part of the overall volume of learning and relates primarily to formal activities including classes and other activities as well as workplace learning.

**VET Unit of Study**

Lennox College determines the duration of VET units of study, and VET unit of study duration determines census dates. Census dates are set as 20 per cent of the way through the VET unit of study.

A VET unit of study has only one census date. VET units of study offered at multiple times throughout a year are separate VET units of study for the purposes of VET FEE-HELP.

The duration of the VET unit of study includes any normal study breaks, assessments and/or exam periods.

**Flexible enrolments**

A census date to accommodate rolling intakes or flexible enrolments can be a statement defining when the census date falls.

**Training & Assessment Strategies**

Lennox College develops a strategy (or strategies as relevant) for each training product it is registered to deliver. Different strategies may be developed for different delivery models or target groups.

**Guarantee**

Lennox College has, for all of its scope of registration, and consistent with its training and assessment strategies, sufficient:

- Trainers and assessors to deliver the training and assessment;
- Provision of or referral to educational and support services to meet the needs of the Student cohort/s undertaking the training and assessment;
- Learning resources to enable students to meet the requirements for each Unit of Competency, and which are accessible to the Student regardless of location or mode of delivery; and
- Facilities, whether physical or virtual, and equipment to accommodate and support the number of students undertaking the training and assessment.

Lennox College meets all requirements specified in the relevant training package or VET accredited course for each training product delivered. Lennox College training and assessment strategies and practices, including the amount of training provided, are consistent with the requirements of training packages and VET accredited courses relevant to the training products being delivered, and enable each Student to meet the requirements for each Unit of Competency or module in which they are enrolled.

Lennox College determines the amount of training provided when documenting and implementing training and assessment strategies with regard to:

- The existing skills, knowledge and the experience of the Student target group;
- The mode of delivery; and
- Where a full qualification is not being delivered, the number of units and/or modules being delivered as a proportion of the full qualification.

**Training Delivery**

Lennox College is committed to quality Student centred course services provision that meets each individual Student’s needs. Lennox College personnel strive to ensure that their teaching meets this commitment and:

- Provides a learning environment which recognises differences in students’ ages, experiences, aptitudes, learning styles and background; and
• Incorporates flexible delivery methods based on students’ needs.

**Services Delivery**

Lennox College:

• Provides students with initial course materials and documentation within ten (10) days of finalising and signing their training plan;
• Delivers the training and assessment services in accordance with the training plan through the appropriate mode as identified in that plan;
• Where relevant, assists employer representatives to access appropriate materials to record achievements of the Student in the workplace;
• Monitors the progress of the Student throughout the program;
• Reviews progress of the Student at regular intervals - typically on a monthly basis;
• Provides additional support as planned or required; and
• Conducts training and assessment services in a safe and accessible environment.

If at any stage prior to commencing delivery of the structured training and assessment, Lennox College is unable to deliver the structured training and assessment identified in the training plan, it:

• Assists the Student to identify an alternative RTO;
• Manages the transfer of that Student to the new RTO with all appropriate records;
• In accordance with the Fees, Charges and Refunds policy, refund relevant fees paid by the Student; and
• In the case of students under a training contract, notify the relevant STA that it will no longer be providing training relating to that particular qualification outcome and provide information confirming that the Student has been transferred to another RTO.

**Flexible Delivery Methods**

Lennox College provides a structured framework and learning pathways for students involved in flexible delivery methods.

A turnaround policy of ‘within one working day’ is in place for all client queries, whether in verbal or written format. All Lennox College personnel strive to meet this client expectation.

An assessment turnaround policy of ‘within fourteen (14) days’ is also in place for the assessment and return of assignments, recognition portfolios and other Student documentation, to ensure that students receive accurate and timely information and feedback as they complete their course.

**Workplace Delivery**

In the case of workplace delivery, many of the required resources for course services may be readily available. Lennox College confirms all resources required for delivery are available using the Workplace Resources Checklist.

Where workplaces do not have access to all required resources Lennox College addresses resource gaps through a variety of options including:

• Provision of additional resources;
• Placement of the Student in a simulated or alternate workplace environment; or
• Provision of alternate elective unit options that better reflect the workplace environment.

**Providing Student Support**

Lennox College embraces the responsibility of ensuring all students are supported in acquiring the knowledge and skills sought through their training and assessment program. Lennox College determines the support needs of individual students prior to enrolment and ensures access is provided to the educational...
and support services necessary for the individual Student to meet the requirements of the training product as specified in training packages or VET accredited courses.

All Lennox College personnel are aware of available internal or external resources, or are able to confidently refer students to appropriate tutoring and community support services. For further information, please refer to the Meeting Individual Student Needs section of this manual.

**Work Placements**

Lennox College organises and administers work placements to students during course services where required. The opportunity of work placement provides:

- The Student with the opportunity to gain real world experience in their chosen industry;
- The Student to gain initial access to a potential future employer; and
- The host employer to support and ‘test’ a Student as a potential employee.

Workplace learning programs are to achieve curriculum outcomes and enhance the vocational, educational and social development of students.

Lennox College ensures that students with special needs are provided with opportunities on the same basis as other students. This includes identifying and liaising with the workplace around adjustments and accommodations that students with disabilities may require.

**Work Placement Guidelines**

The following guidelines are strictly adhered to at all times, for work placement opportunities:

- Work placements are voluntary - as such a Student can choose not to participate in a work placement, and this should not affect their achievement of the course program unless the work placement is a specific mandated requirement for the course area.
- Students enrolled in a post-secondary education course undertaking a practical placement are not required to be paid for the work on that placement.
- Work placements may be as short as two days and as long as thirty days in duration (240 hours) - work placements longer than twenty days should only be organised in exceptional circumstances and after approval from Lennox College management.
- If additional hours are required for any reason (for example, by professional bodies or regulators), it is the responsibility of Lennox College to satisfy itself that those longer hours are justified to meet the course outcomes for the students(s) concerned, and having regard to the welfare of the Student concerned.
- Lennox College personnel hold the primary responsibility for organising work placements, although students may be involved in seeking and securing an appropriate host employer.
- Students are not placed on work placement if the Lennox College representative feels that they are not ‘job ready’ for a placement.
- Work placements are conducted at a suitable time, location and industry employer for the Student's needs.
- The Student is under supervision at all times by the host employer while on work placement.
- The learning obtained during the practical placement should relate directly to the course outcomes at the appropriate skill level and to the actual competencies required for employment.
- Lennox College personnel monitor work placements through regular contact and feedback process with host employers, including workplace visits with the number of visits dependent on the length of the work placement.
- Work placements are terminated at any time if the Student and/or host employer is not comfortable with the progress of the placement.

In organising work placements, Lennox College personnel ensure that all students have a voluntary work placement agreement in place to confirm that the Student and the host employer are aware of their obligations and are committed to the work placement.

**Student Responsibilities**
The Student’s responsibilities while on work placement are as follows:

- Attend the work placement on the agreed dates;
- Notify both the workplace supervisor and their Lennox College work placement coordinator if unable to attend;
- Perform duties as requested and comply with all reasonable directions given by their work placement employer;
- Ensure dress and behaviour are in keeping with the accepted standards of the workplace; and
- Promptly tell the workplace supervisor and Lennox College work placement coordinator of any personal injury or damage to property that has involved the Student.

**Employer Responsibilities**

The work placement employer’s responsibilities for a work placement are as follows:

- Understand the obligation of care for the Student under relevant Workplace, Health and Safety Acts;
- Inform the Student of safety requirements in the workplace;
- Provide meaningful activities and appropriate direction and supervision;
- Notify Lennox College immediately of any incident involving the Student, any actions undertaken and damages to property involving the Student;
- Ensure that the Student is not paid for the work placement; and
- Notify Lennox College of any absences by the Student.

**Lennox College Responsibilities**

Lennox College responsibilities for a work placement are as follows:

- Contact employers to arrange work placements for students;
- Ensure the work placement is related to the training the Student has undertaken;
- Ensure the Student is prepared for the work placement. For example, a construction induction ‘White Card’ training is mandatory for Student attending building sites;
- Ensure the work placement occurs;
- Contact the work placement employer on the first day of the work placement to confirm the Student’s attendance;
- Visit the Student at the work placement once per five day period during the placement;
- Gather feedback from both Student and work placement employer to evaluate the placement; and
- Has a process to advise relevant insurers and other parties immediately if an event occurs or a potential situation arises that could result in a claim.

**Relevant National Criminal Checks or Working with Children Checks**

If students are entering an industry requiring a character check (for example, aged care or children’s services):

- Students are made aware of the requirement prior to enrolment, including the process and costs to secure the relevant check;
- Checks should be processed by students as soon as practicable after course enrolment, so that they have received their police check in time for their work placement (the processing time can be up to six weeks); and
- Students may select an industry area without this requirement for their placement, or opt out of placement altogether, instead of undergoing the required check, but only in cases where the work placement is not a mandatory component of the course services.

**Students Transferring, Deferring or Discontinuing**

**Withdrawals**

If a current student is thinking of withdrawing from study, the student should contact the Lennox College Student Support Centre for specific support and advice on their individual situation.

If a student wishes to withdraw from a unit/subject or a course, they can do so at any time.
Notification of withdrawal can occur in any written form, including but not limited to email, fax, letter or form. Key contact details for withdrawal include:

info@lennoxcollege.edu.au
Fax: (02) 8090 3833
Post: PO Box 20309 World Square NSW 2002

Lennox College ensures there are no financial, administrative or other barriers that would result in a student not being able to withdraw from a VET unit of study on or before the census date.

If, on or before a census date, a student gives notice to Lennox College that he or she wishes to withdraw from a VET unit of study or cancel his or her enrolment in the VET unit of study or VET course of study or cancel their request for Commonwealth assistance, Lennox College ensure the student is not enrolled in that VET unit of study or VET course of study from the time of notification.

Notification of withdrawal can occur in any written form, including but not limited to email, fax, letter or form.

If a student withdraws from a VET unit of study, Lennox College does not enrol that student in subsequent unit/s of study without written instructions from the student and the provider must have a process in place for the student to select, initiate or request enrolment in subsequent VET unit/s of study.

Lennox College publishes on its website and make readily available its withdrawal procedures.

Lennox College does not charge a student any fine, penalty or fee to allow the student to withdraw from a course or unit of study.

**Student Transfer Out Process**

If a Student elects to transfer to Lennox College from another registered training organisation, Lennox College provides advice to the Student as soon as practically possible.

Where the enrolled Student elects to transfer out, Lennox College:

- Provides options for continuing training, which may include:
  - Refers the Student to relevant government authorities to identify an alternative RTO who can provide Subsidised Training;
  - The enrolled Student opting to remain and continue training on an alternate basis or arrangement; or
  - Suggesting an alternative Provider.
- Issues Statements of Attainment/Qualification credentials reflective of their actual training and assessment progress to date;
- Issues an updated Training Plan listing all units of competency where an outcome has been achieved, commenced but not completed and/or not commenced;
- Ensures any refunds owed are paid;
- Return results of any outstanding completed training activities and/or assessments to the Student;
- Submits any government reporting required; and
- If the Student is an Apprentice or Trainee, follows the process required for the change of RTO named on the Training Contract.

Lennox College keeps records of all requests for/notices of discontinuation or keep a file note or log of such requests/notifications together with evidence of all discontinuations made including evidence that it fulfilled its obligations above.

**Student Transfer In Process**
A Student transferring in to Lennox College is treated as a new Student and Lennox College carries out all standard enrolment processes.

**Students Deferring Training**

If a Student indicates that they wish to defer their studies, Lennox College makes every effort to assist students to continue training where possible.

If a Student proceeds with the deferral of their studies, Lennox College only permit a deferral of no more than twelve (12) months from the date of receipt of notice from the Student.

Lennox College advises students of the fee implications of deferring their studies in accordance with the individual's relevant fee arrangements.

Students who do not recommence studies within a twelve (12) month period of deferral are considered to have discontinued their studies with all records and reports processed as per the discontinuance process below.

Lennox College keeps records of all requests for/notices of deferral or keep a file note or log of such requests/notices together with evidence of all deferrals made.

**Discontinuing Students**

If a Student indicates they wish to discontinue their studies without completing their course, Lennox College ascertains if the reason for discontinuing relates to the performance of Lennox College.

If that is the case, Lennox College ensure that reasonable efforts are made to address concerns of the Student related to the delivery and assessment of training.

If a Student proceeds to discontinue their studies, Lennox College

- Attempts to obtain formal notification from the Student of the date their studies will end;
- Provides any refund of any applicable fee;
- Gives the exiting Student a statement of fees that includes all fees applied and any fees refunded, if applicable;
- Issues the Student with a Statement of Attainment and associated transcript for completed units of competency;
- Updates the Training Plan listing all units of competency where an outcome has been achieved, commenced but not completed and/or not commenced;
- Provides the updated Training Plan to the Student;
- Returns results of any outstanding completed training activities and/or assessments to the Student;
- For Apprentices or Trainees, notifies the relevant AASN and government authorities within 14 days of notification of the discontinuation of training; and
- Finalises any other government reporting requirements.

Lennox College keeps records of all requests for/notices of discontinuation or keep a file note or log of such requests/notices together with evidence of all discontinuations made.

**APPRENTICESHIPS & TRAINEESHIPS**

Apprenticeships and traineeships offer many benefits to employers and employees. Employers can develop an employee who is trained to understand the specific requirements of their workplace and has the skills that match business objectives. Employees have the chance to gain valuable work experience, develop skills and acquire a nationally recognised qualification.

**Employee & Employer Agreement**
Both parties understand that there is a formal agreement to train the *Australian Apprentice* known as the *National Training Contract* that sets out the legal obligations binding on the employer and the employee.

Both parties enter into the employment and training arrangement with a commitment to mutual respect, honesty and fairness. Both parties agree to determine the qualification and the competencies that the employee is working to attain.

Both parties have a clear understanding of their contractual obligations including the duration of the training contract. Both parties are clear about available dispute resolution avenues and understand what is required to terminate the contract.

The employer will:

1. **Meet legal obligations.** This involves:
   - Conforming with relevant Commonwealth and State/Territory legislation, including that relating to apprenticeship/traineeship arrangements.

2. **Provide a safe working environment.** This involves:
   - Providing a safe workplace, free from workplace, verbal, physical, racial and sexual abuse;
   - Ensuring that all Workplace health and safety requirements are addressed; and
   - Provision of an appropriate introduction to the workplace, stressing Workplace health and safety requirements essential to workplace safety.

3. **Support structured training.** This involves:
   - Providing opportunities to develop knowledge and skills;
   - Lodging training contract documentation with the relevant authorities;
   - Participating in the development of the training plan and providing facilities and expertise to assist in the training of the trainee/apprentice in the agreed qualification (this may include on-the-job training, supervision from competent people, mentoring, or time off for off-the-job training);
   - Ensuring that a record of training is maintained; and
   - Ensuring that the relevant authorities are notified on the completion of the training contract, or advising them in instances where the training contract is in danger of not being completed.

4. **Provide supervision and support.** This involves:
   - Providing the trainee/apprentice with a nominated workplace supervisor and could involve a coaching or mentoring arrangement, especially for trainees/apprentices with little experience of work; and
   - Being mindful that trainees/apprentices under the age of 18 are minors, and that their parents or guardians have legal responsibility for them.

5. **Advise Trainee/Apprentices of their rights and responsibilities.** This involves:
   - Ensuring that trainees/apprentices are encouraged to raise issues and problems both in the workplace and with Lennox College;
   - Advising trainees/apprentices of entitlements, such as wages and conditions;
   - Ensuring that the trainee/apprentice is aware that help and assistance is also available from the relevant State/Territory Training Authority; and.
   - Providing comprehensive induction processes for commencing trainees/apprentices to ensure that they are aware, from the time of commencement, of the proposed training program, workplace safety requirements and their rights and responsibilities.

The trainee/apprentice will:

1. **Be aware of and make a commitment to fulfil work responsibilities.** This involves:
   - Attending and performing work in a professional and courteous manner in accordance with the employer’s requirements;
   - Taking care of workplace property and resources;
   - Respecting the rights of other Australian Apprentices and employees in the workplace;
   - Remembering that information obtained from the employer must be kept confidential and not disclosed without approval from the employer; and
   - Consent from a parent or guardian, if you are less than 18 years of age.

2. **Be aware of and make a commitment to fulfil training responsibilities.** This involves:
• Making all reasonable efforts to achieve the competencies specified in the training plan and undertaking any training and assessment required;
• Participating in the development of the training plan;
• Attending training sessions or supervised workplace activities and taking advantage of learning opportunities; and
• Maintaining a record of training.

Lennox College Responsibilities

Lennox College confirms its responsibilities under National Training Contract arrangements as follows:
• Confirm the employer’s capacity to train;
• Provide training as nominated on the Training Contract to full time or part time Apprentices/Trainees.
• Make all reasonable provisions for the Apprentice/Trainee to achieve all competencies required for the Structured Training within the nominal duration of the Training Contract.
• Advise the Apprentice/Trainee and their employer that an application for an extension to the term of the Training Contract must be made if they are unable to complete the Structured Training prior to the nominal completion date of the Training Contract (this application should be lodged by the employer via the relevant AASN).

Delivery Practices

Lennox College does not commence Structured Training before:
• The commencement date of the Training Contract;
• Creation of the State Training Authority record or approval (as relevant in each jurisdiction); and
• The trainer has contacted the employer/workplace supervisor of the Apprentice/Trainee to:
  – Outline the supervisor’s responsibilities;
  – Outline the purpose of further contacts; and
  – Develop the Training Plan (in conjunction with the Apprentice/Trainee).

Structured training

Lennox College may deliver structured training within one or a combination of both of the following modes:
• Off-the-job Structured Training refers to training that is conducted by Lennox College personnel at an Lennox College training site or nominated training facility; and/or
• Workplace based Structured Training refers to training that is conducted by Lennox College training staff at the Apprentice/Trainee’s workplace. The Apprentice/Trainee must be withdrawn from regular work duties in order to participate in the training.

For every Apprentice/Trainee who is undertaking some workplace based training, Lennox College:
• Conducts a workplace induction with the Apprentice/Trainee and supervisor and sign off the Training Plan with the supervisor/employer;
• Makes a minimum of four contacts per year (at least one in each calendar quarter) with the employer in person, in writing or electronically to discuss the Apprentice/Trainee’s progress against the Training Plan and obtain employer confirmation in writing of the Apprentice/Trainee’s competence in the workplace;
• Obtains verification of the face to face visits by acquiring the dated signature of the employer/workplace supervisor and Apprentice/Trainee;
• During the course of the visit:
  – Meets with the Apprentice/Trainee to discuss progress in relation to the Training Plan;
  – Delivers training and/or assessment in accordance with the Training Plan; and
  – Documents the training and/or assessment provided in reference to the competencies;
• Ensures withdrawal time from routine work duties for Structured Training activities, as follows:
  – At Certificates III and above, a minimum of three hours per week, averaged over a four week cycle (pro rata for part time Trainees and only for the duration of competencies delivered and assessed in the workplace if the training program combines Off-the-job Structured Training and Workplace based Structured Training);
  – At Certificates I and II a minimum of one and half hours per week, averaged over an eight week cycle (pro rata for part time Trainees and only for the duration of competencies delivered and assessed in the workplace if the training program combines Off-the-job Structured Training and Workplace based Structured Training).
the workplace if the training program combines Off-the-job Structured Training and Workplace based Structured Training); and

- A maximum of 40 hours of the annual withdrawal time may be delivered as block training within the first 3 months of training for all certificates. This training should focus on compliance and regulatory units and generic skills.

- Where an employer/supervisor is not allowing the Apprentice/Trainee to be withdrawn from routine work duties for the applicable minimum specified time, report the non-compliance if initial consultation with the employer/supervisor does not resolve the issue.

- Make monthly contact by either e-mail, phone with both the Apprentice/Trainee and the workplace supervisor to:
  - Monitor and document the progress of training against the Training Plan;
  - Monitor and document the training/learning activities undertaken during the withdrawal time for the previous month; and
  - Document the dates and time periods logged as withdrawal time in the previous month.

Progress

Lennox College keeps employers, and their trainees and apprentices, informed of an apprentice’s progress toward completing their apprenticeship qualification.

Some industrial arrangements increase an apprentice’s wages based on the apprentice’s progress through their apprenticeship (typically at 25, 50 and 75 percent through the apprenticeship). Most Modern Awards with these provisions require the employer to notify Lennox College within 21 days if they disagree with the assessment.

These industrial arrangements relate to the employment relationship and do not remove the requirement for Lennox College to continue to seek employer confirmation of competency.

Competency Based Training and Completion requirements

For all Trainees, and Apprentices, Lennox College may issue the qualification only when:

- All competencies of the Structured Training have been achieved; and
- The employer has returned written confirmation of the Apprentice/Trainee’s competence in the workplace (if the employer is a GTO, final confirmation must be from the GTO, not the host employer).

Lennox College retains the written confirmation of the Apprentice/Trainee’s competence from the employer for audit purposes; and

- Lennox College has given clear advice to the employer that final confirmation completes the Training Contract.

ASSESSMENT SERVICES

Lennox College has implemented an assessment system that ensures that assessment (including recognition of prior learning):

- Complies with the assessment requirements of the relevant training package or VET accredited course; and
- Is conducted in accordance with the Principles of Assessment and the Rules of Evidence.

Assessment means the process of collecting evidence and making judgements on whether competency has been achieved, to confirm that an individual can perform to the standard required in the workplace, as specified in a training package or VET accredited course.
Assessment system is a coordinated set of documented policies and procedures (including assessment materials and tools) that ensure assessments are consistent and are based on the Principles of Assessment and the Rules of Evidence.

Assessors are persons who assess a Student’s competence.

Lennox College has developed and implemented a rigorous assessment system to ensure:

- Assessment judgements are consistently made on a sound basis; and
- Validation of assessment judgements is carried out.

The assessment system includes not only the actual materials used directly in conducting assessment, but also policies, procedures and other supporting documents that inform the way assessment is conducted within Lennox College.

For a Student to be assessed as competent, Lennox College ensures the Student demonstrates their:

- Ability to perform relevant tasks in a variety of workplace situations, or accurately simulated workplace situations;
- Understanding of what they are doing, and why, when performing tasks; and
- Ability to integrate performance with understanding, to show they are able to adapt to different contexts and environments.

All students:

- Are assessed against all of the tasks identified in the elements of the unit or module;
- Demonstrate they are capable of performing these tasks to an acceptable level;
- Must demonstrate they hold all of the required skills and knowledge, as specified in the unit or module assessment requirements.

**EVIDENCE**

**Evidence of Participation**

All Lennox College nationally recognised course services require participation evidence to be retained on file for each Unit of Competency. This evidence is used for confirmation of enrolment, confirmation of participation and financial billing requirements across a wide range of Student contracts in all jurisdictions.

**Assessment Evidence**

All Lennox College nationally recognised course services require assessment evidence to be retained on file for each Unit of Competency. This evidence is used to record the assessment process and result, confirming how Lennox College personnel came to their decision to award competency or other result.

Lennox College maintains compliance with ASQA’s *General direction: Retention requirements for completed assessment Student assessment items* and other contractual obligations in relation to the retention of assessment evidence.

Lennox College securely retains and is able to produce in full audit if requested to do so all completed Student assessment items for a Student for a period of seven (7) years from the date on which the Student completed or withdrew from their course program.

*Completed Student assessment items* refers to the actual piece(s) of work completed by a Student or evidence of that work, including evidence collected for an RPL process. An assessor’s completed marking guide, criteria, and observation checklist for each Student may be sufficient where it is not possible to retain the Student’s actual work.
However, the retained evidence must have enough detail to demonstrate the assessor’s judgement of the Student’s performance against the standard required.

**DISCIPLINE**

Lennox College is committed to the principle of ensuring that every Student has the right to participate in training programs, free of inappropriate behaviour that may impair the learning processes, or the wellbeing of individuals.

**Student Responsibilities**

Each Lennox College Student is expected to:

- Treat other and Lennox College personnel with respect and fairness;
- Follow any reasonable direction from Lennox College personnel;
- Be punctual and regular in attendance;
- Refrain from using mobile phones in workshops;
- Excessive or offensive swearing;
- Return Lennox College equipment / materials on time;
- Observe normal safety practices, such as wearing approved clothing and protective equipment;
- Refrain from smoking in Lennox College buildings and designated areas; and
- Submit assessment events by the due date or seek approval to extend the due date.

Lennox College Student must not at any time:

- Harass fellow students or Lennox College personnel;
- Damage, steal, modify or misuse property (including electronic records);
- Be under the influence of alcohol or drugs;
- Engage in any other behaviour which could offend, embarrass or threaten others; or
- Engage in plagiarism, collusion or cheating in any assessment activity.

**Cheating & Plagiarism**

*Cheating* is the act of attempting to circumvent the assessment practices in an unethical or illegal manner.

*Plagiarism* is a form of cheating. Plagiarism is the practice of claiming or implying original authorship of (or incorporating material from) someone else's written or creative work, in whole or in part, into one’s own without adequate acknowledgement.

Cheating and plagiarism are serious acts and may result in a students’ exclusion from a unit, module or a course overall. Where a Student has any doubts about including the work of other authors in their assessments, they should consult with their Lennox College trainer and assessor.

The following list outlines some of the activities for which a Student 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; and
- Handing up assessments without the adequate acknowledgement of sources used, including assessments taken totally or in part from the internet.

Students are required to submit a signed cover sheet with every assessment. This includes a declaration that all work submitted is their own work except where there is clear acknowledgement or reference to the work of others.

**Breaches**

*Breach of discipline* means any conduct that impairs the reasonable freedom of other persons to pursue their learning or work, or is in breach of the Lennox College’s expectations.
A Student commits a breach of discipline if she/he:

- Assaults a person on the premises of the Lennox College training site or nominated facility;
- Unlawfully removes, damages or uses any property of another person or the Lennox College;
- Obstructs personnel of Lennox College in the performance of their duties;
- Obstructs the teaching / training of a group or an assessment activity;
- Commits or engages in any dishonest or unfair act in relation to an assessment activity, such as plagiarism or cheating;
- Willfully disobeys or disregards any lawful order or direction given by a member of personnel;
- Enters part of the Lennox College’s premises when directed not to do so by a member of personnel;
- Fails to return Lennox College property or pay replacement costs when instructed to do so;
- Fails to pay financial commitments to Lennox College;
- Enters part of the Lennox College's premises whilst under the influence of alcohol or a drug;
- Engages in any unlawful activity on the Lennox College’s premises such as using, possessing or supplying any prohibited drug, substance or weapon;
- Discriminates against a person on the grounds of the person's age, race, sex, sexuality, gender, marital status, physical or intellectual disability, background or religion;
- Incites hatred towards, serious contempt for, or severe ridicule of, a person or group of persons on the grounds of the person's age, race, sex, homosexuality, transgender, marital status, physical or intellectual disability or religion of the person or members of the group; or
- Commits any other act which could reasonably be considered to be in breach of Lennox College expectations.

Addressing Breaches

Lennox College personnel and students have an interest and a responsibility to prevent minor behavioural problems from becoming larger ones. Any individual who believes that a breach of discipline has occurred should report the breach of discipline to Lennox College without delay.

1. All cases of breach of discipline committed by a Lennox College representative must be reported to the Chief Executive Officer.

2. In the case of a Student breach, the breach must be reported to Lennox College’s Chief Executive Officer in writing with the following information:
   - Student name and program;
   - Description of the breach of discipline;
   - Damage or inconvenience caused by the breach;
   - Level of cooperation given by the Student;
   - Witnesses to the breach; and
   - Evidence available to support the claim of a breach.

3. If appropriate, the Student can be ordered off the Lennox College's premises for the remainder of the day on which the breach takes place. Circumstances where it may be appropriate to exclude the Student from the Lennox College's premises include serious cases of breach of discipline such as violence, abusive behaviour, discrimination, vandalism or wilful disobedience of a personnel direction. In situations of greater urgency, such as cheating or violence, an oral report may made to Lennox College’s Chief Executive Officer in the first instance, followed by the written report as soon as practicable thereafter.

4. Within two working days of the report, the Chief Executive Officer will speak to the Student concerned, in the presence of the relevant member of personnel if possible and if not then in the presence of a third party chosen by the Chief Executive Officer.
The Student may also have a representative present to act as a witness to the discussion. Where appropriate, the students are cautioned and advised of the possible consequences and the grounds for such report. Confidentiality of all meetings is maintained.

5. Lennox College’s Chief Executive Officer may apply any of the following penalties where satisfied a breach of discipline has been committed and the penalty matches the seriousness of the breach:
   - A verbal or written reprimand;
   - A requirement to attend counselling at a specified time and place;
   - Payment of compensation by Student for damages or loss of resources;
   - Restitution of property removed or damaged;
   - Use of specified equipment only in accordance with certain conditions (for a set period); or
   - Exclusion from Lennox College.

Attempts are to be made to solve behavioural problems of students through discussion and mediation before the provision of more formal procedures is invoked.

6. Any penalty imposed is communicated to the Student in writing within five days of the meeting. The Student is also advised of the right to appeal the penalty under Lennox College Complaints arrangements.

COMPLAINTS

During course activities, students may have some concerns with the processes they are being exposed to or they may be unhappy with a particular aspect of the program. Lennox College undertakes to provide a mechanism allowing allows for the fair and equitable resolution of any issues.

Lennox College complaints process is available to manage and respond to allegations involving the conduct of:
   - Lennox College, its trainers, assessors or other personnel; or
   - AN Lennox College contracted third party providing services of Lennox College, including the third party representatives trainers, assessors or other personnel; or
   - A Student of Lennox College.

Allowing students to easily engage with the personnel of Lennox College about any concerns they have can stop minor issues becoming larger.

Lennox College’s complaints process is publicly available on the Lennox College website, and is provided to all prospective clients via the relevant handbook for each stakeholder group prior to enrolment. Where Lennox College uses third parties to deliver services, complaints information is also made available to prospective clients of these third party representatives.

Lennox College’s complaints process follow the principles of natural justice and procedural fairness by allowing anyone subject to a decision by Lennox College, or anyone who has allegations made against them, to tell their side of the story before a decision is made.

Complaint & Grievance Procedure

The following problem resolution framework has therefore been implemented for all stakeholders raising a complaint or issue, with a desire to resolve matters as positive adults. This procedure applies to all complaints about:
   - Academic matters from students;
   - Non-academic matters from students; and
   - Non-academic matters from persons seeking to enrol with the Lennox College in a VET course or unit of study.
1. In the first instance a Student should discuss the matter with the personnel member or responsible person concerned. Where this is not considered appropriate then the complainant is encouraged to discuss the matter with Lennox College management. If the complainant is satisfied with the outcome of the discussion, it would mean that the matter is resolved.

2. Any client may submit a formal complaint to Lennox College in writing. Complaints are to include the following information:
   - Submission date of complaint;
   - Name of complainant;
   - Nature of complaint;
   - Date of the event which lead to the complaint; and
   - Any other relevant information or attachments (if applicable).

3. The Lennox College Chief Executive Officer will acknowledge receipt of the complaint in writing within five working days and arrange a suitable time if needed to discuss the complaint.

4. The Chief Executive Officer will investigate the complaint, or refer the matter to appropriate Lennox College personnel to investigate. In either case, the investigation will be resolved and decisions made on the complaint within 20 working days of the complaint being received in writing. In all cases, each party may be accompanied and assisted by a third party at any relevant meeting.

5. The complainant will be informed of any decisions or outcomes concluded in writing, with reasons provided for the decisions or outcomes. With this notification, all complainants will receive information on how they can progress their complaint if still unhappy.

6. If the complainant is not satisfied with the outcome, they may escalate the complaint in writing to the Lennox College Chief Executive Officer.

7. Escalated complaints are to include the following information:
   - Submission date of complaint;
   - Name of complainant;
   - Nature of complaint;
   - Reasons why the complainant is not satisfied with the outcome of the original complaint; and
   - Any other relevant information or attachments (if applicable).

8. The Lennox College Chief Executive Officer will acknowledge receipt of the escalated complaint in writing within five working days and arrange a suitable time if needed to discuss the complaint.

9. The Chief Executive Officer will investigate the complaint, or refer the matter to an external dispute resolution process by a body appointed for this purpose by Lennox College. The default external body will be drawn from accredited LEADR practitioners in the relevant region / context of the complaint:

   LEADR – Association of Dispute Resolvers

   1800 651 650

   www.leadriama.org

In either case, the investigation will be resolved and decisions made on the escalated complaint within twenty working days of the complaint being received in writing.
10. The complainant will be informed of any decisions or outcomes concluded in writing, with reasons provided for the decisions or outcomes. With this notification, all complainants will receive information on how they can progress their compliant if still unhappy.

11. If the complainant is not satisfied with the outcome, and the complaint is yet to be mediated by an external dispute resolution process, they may escalate the complaint in writing to the Lennox College Chief Executive Officer. In this situation, the Chief Executive Officer will:

- Acknowledge receipt of the escalated complaint in writing within five working days; and
- Refer the matter to an external dispute resolution process by a body appointed for this purpose by Lennox College.
- Lennox College will give due consideration to any recommendations arising from the external review within ten working days of the receipt of the recommendations.
- The investigation will be resolved and decisions made on the complaint within thirty working days of the escalated complaint being received in writing.

12. The complainant will be informed of any decisions or outcomes concluded in writing, with reasons provided for the decisions or outcomes. With this notification, all complainants will receive information on how they can progress their compliant if still unhappy.

All stages of the complaints process are documented and notes provided to all parties involved, including the outcomes of the complaint at each stage and reasons for the decisions made. Each complaint and its outcome is recorded in writing and stored on the Complaints Register.

If the internal or external complaint handling or appeal process results in a decision that supports the student, Lennox College immediately implements any decision and/or corrective and preventative action required and advises the student of the outcome.

At all times records of complaints and grievances are maintained confidentially. Lennox College retains records of all complaints and grievances for a period of at least five years, allowing parties to the complaint or grievance appropriate access to these records.

Complaints Key Contacts

If the Student is still not satisfied with the resolution of the complaint, they are directed to seek further assistance from the following additional parties:

<table>
<thead>
<tr>
<th>Organisation</th>
<th>Details</th>
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</thead>
<tbody>
<tr>
<td>Australia Skills &amp; Quality Authority (ASQA)</td>
<td>1300 701 801</td>
</tr>
<tr>
<td></td>
<td><a href="mailto:enquiries@asqa.gov.au">enquiries@asqa.gov.au</a></td>
</tr>
<tr>
<td>International students</td>
<td>1300 362 072</td>
</tr>
<tr>
<td>Overseas students Ombudsman (OSO)</td>
<td><a href="mailto:ombudsman@ombudsman.gov.au">ombudsman@ombudsman.gov.au</a></td>
</tr>
</tbody>
</table>
Improvement Actions

Lennox College confirms its commitment to investigate and act on any complaint raised, and also to take appropriate action in any case where complaints are substantiated. In cases where a complaint is upheld, Lennox College endeavours to identify the cause of the complaint and implement steps to prevent the situation happening again.

All improvement actions arising from complaints are raised via an Improvement Record. Lennox College maintains a Continuous Improvement Register for recording the receipt and management of improvement records.

Once improvement records are raised, activities review complaints and their causes, evaluate corrective actions to resolve the issue and prevent reoccurrence, implement appropriate actions, record results of actions undertaken and review these actions to ensure effectiveness after implementation.

ASSESSMENT APPEALS

Lennox College provides all students with a formal appeals process, which draws on a commitment to all parties understanding their rights and responsibilities in the assessment process. Other grievances or issues not pertaining to assessments should be referred to Lennox College’s complaints processes.

Lennox College’s appeals process facilitates requests for a review of decisions, including assessment decisions, made by Lennox College or a third party representative providing services on Lennox College’s behalf.
Lennox College's appeals process follows the principles of natural justice and procedural fairness by allowing anyone subject to a decision by Lennox College, or anyone who has allegations made against them, to tell their side of the story before a decision is made.

Lennox College’s process ensures that the decision-maker is independent of the decision being reviewed (for example, an assessor does not consider or decide an appeal against an assessment decision they made). If a Student objects to actions taken or decisions made by Lennox College personnel in conducting Recognition of Prior Learning and assessment services, they have the right to lodge an appeal.

Students also have the right to lodge an appeal against competency decisions made if:

- They believe the outcome is invalid; or
- They feel the process was invalid, inappropriate or unfair.

Appeals Process

Lennox College’s appeals process is publicly available on the Lennox College’s website.

1. Before making a formal appeal, students are required to discuss the matter with the relevant Lennox College personnel in an effort to reach an agreement. Lennox College personnel will undertake to reassess the decision that has been made.

2. If a Student is still unhappy, they must lodge a formal appeal in writing to Lennox College Chief Executive Officer.

3. Upon receiving a formal appeal, Lennox College Chief Executive Officer will:
   - Acknowledge receipt of the appeal in writing within five working days; and
   - Appoint an independent member of personnel as a third party to try to resolve the issue. Any decision recommended by the third party is not binding to either party.

   The independent member will review the information provided by all parties and either reject or uphold the appeal. The Student will be advised of the outcome of the appeal in writing within 10 working days of lodging the appeal, including reasons for the decision made, and any additional appeal or complaint options available to them.

4. If a Student, on receiving written advice on the initial appeal, is still unhappy they may lodge a second appeal to the Lennox College Chief Executive Officer. The Lennox College Chief Executive Officer will:
   - Acknowledge receipt of the further appeal in writing within five working days; and
   - Appoint another Registered Training Organisation (RTO) to review the appeal, at no additional cost to the Student. This second registered training organisation will:
     - Uphold the appeal;
     - Reject the appeal; or
     - Recommend further evidence gathering by either party.

   The Student will be advised of the outcome of the appeal in writing within 20 working days of lodging the further appeal, including reasons for the decision made, and any additional appeal or complaint options available to them.

5. If a Student, on receiving written advice on the further appeal, is still unhappy they have a right of appeal to:
   - Their relevant State Training Authority (STA) in each state and territory if an apprenticeship/traineeship based course; or
   - Alternatively to the Australian Skills & Quality Authority (ASQA) via the appropriate process.

All stages of the appeals process are documented and notes provided to all parties involved, including the outcomes of the appeal and reasons for the decisions made. Each appeal and its outcome is recorded in writing and stored on the Appeals Register. This register is located on the Lennox College Portal available at: https://lennox.rtomanagement.com/lennox/

**Improvement Actions**

Lennox College confirms its commitment to investigate and act on any appeal raised, and also to take appropriate action in any case where appeals are substantiated. In cases where an appeal is upheld, Lennox College endeavours to identify the cause of the appeal and implement steps to prevent the situation happening again.

All improvement actions arising from appeals are raised via an Improvement Record. Lennox College maintains a Continuous Improvement Register for recording the receipt and management of improvement records.

Once improvement records are raised, activities review appeals and their causes, evaluate corrective actions to resolve the issue and prevent reoccurrence, implement appropriate actions, record results of actions undertaken and review these actions to ensure effectiveness after implementation.

**EVALUATION**

Lennox College systematically evaluates and uses the outcomes of the evaluations to continually improve its training and assessment strategies and practices. Evaluation information includes but is not limited to quality/performance indicator data, validation outcomes, client, trainer and assessor feedback and complaints and appeals.

Lennox College is committed to ensuring quality delivery and assessment of all training. The formal evaluation process is a major strategy in the continual improvement of all service provision. The following process is exercised for all course services undertaken by Lennox College:

**Ad Hoc Feedback**

All clients are encouraged to bring any issues of concern they may have to the attention of appropriate personnel as soon as possible. This ensures the ability for Lennox College to address any immediate areas of concern.

**Resources Feedback**

All Lennox College resources note and include the request for students to provide ad hoc feedback as may be relevant to the feedback@lennoxcollege.edu.au email address for review and action.

**Evaluation Review & Actions**

Any issues arising from the evaluation process that cannot be dealt with in the training environment by relevant Lennox College personnel are referred to Lennox College management to be rectified in accordance with the appropriate resolution processes.

All surveys collected are systematically processed for analysis for both Lennox College internal KPIs and also VET Quality Framework Quality Indicator data reporting.
QUALIFICATIONS ISSUANCE

Lennox College entities issue AQF certification documentation only to a student whom it has assessed as meeting the requirements of the training product as specified in the relevant training package or VET accredited course.

Lennox College has robust controls in place to ensure qualifications, statements of attainment and records of results are not issued unless the Student has completed all requirements. While Lennox College delivers at multiple locations and through third party arrangements, it has centralised issuance of certification to strengthen these controls.

Fraud Prevention

Lennox College confirms its responsibility for authentication and verification of a Student’s certification and statement of attainment documentation.

Lennox College has mechanisms in place to reduce fraudulent reproduction of its certification. All Lennox College entities documentation includes the Lennox College seal, logo and unique watermark. Additional fraud prevention measures implemented include:

- Printing documentation on commercially printed shells that make it clear when a document is not the original;
- Using an embossed seal;
- Using document numbers for verification purposes; and
- Including information about what security measures are used on Lennox College’s website (with references to this information on the documents).

Third Parties

Lennox College does not allow third parties to create qualifications or statements of attainment on behalf of any Lennox College entity.

Lennox College may include additional relevant information on AQF certification documentation, including the name and/or logo of a third party involved in the training and assessment. Whenever used, Lennox College ensures such information is accurate and does not introduce confusion about which organisation is issuing the certification.

Reissue of Testamur Documentation

Lennox College ensures that current and past students are able to access records of their achievements.

All Lennox College students who hold a verified USI, and whose results have been reported into the USI system, will be able to access their records through the USI system.

Where a Student’s achievements have not been recorded through the USI system, Lennox College has processes in place to ensure that this student can access re-issues of their testamur documentation via a written request.

A fee of $66.00 including GST per request applies to all re-issue of documentation requests. All documentation re-issues occurs within twenty-one (21) calendar days of receipt of the request and accompanying fee payment.