

Student Information Handbook

Terms & Conditions Included



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Introduction

Foundation Education is a registered training organisation (RTO Code: 22557) under the Australian Skills Quality Authority (ASQA); this ensures we comply with the standards of the VET Quality Framework and Standards for Registered Training Organisations (RTOs) 2015 at all times.

Foundation Education reserves the right to make changes and updates to the terms and conditions as outlined in this Student Handbook at any time and without notification prior to the implementation; changes made affect any and all students including past, current and prospective. The latest information is posted herein.

The principles of natural justice and procedural fairness are incorporated at all levels of our operation. As an RTO, our course policies and procedures meet the requirements and stipulations of all Commonwealth, State, and/or Territory Legislation relevant to our scope of operation. As an RTO, Foundation Education is committed to delivering fair, reasonable, and ethical dealings in all of its undertakings including:

- Client information
- Confidentiality/Privacy
- Complaints and appeals
- Training standards
- Access and equity

This document outlines important information regarding your course, the terms and conditions of your enrolment, your rights and responsibilities, and our obligations to you. It is important that you carefully read the information within your Student Handbook as it is a condition of enrolment that you have read, understood, and accepted the information therein. By enrolling with the RTO, you are accepting the following terms and conditions, you are also ensuring that the information you provide to Foundation Education is true and correct.

Glossary

Not Yet Competent (NYC) – Where competency has not yet been attained.

My eCampus – Foundation Education’s online learning platform, which allows students access into their theory component anytime, anywhere.

Assessment Products - All learning resources and, assessment materials required for the course in which the student is enrolled,

Entry Requirements – A requirement that must be fulfilled before entering the course/unit of study (e.g., First Aid or Working with Children Check (WWCC), where required).

Pro-rata – On a proportionate basis. Where contained within the Student Handbook, the following areas will be taken into consideration: how many units of competency have been accessed; duration of study; and support accessed over the length of the enrolment

Student Support

You have now become part of the Foundation Education team, one of Australia’s leading registered training organisations.

Course Support

Foundation Education is dedicated to supporting students throughout their theory and practical studies. During your course you will be able to access support via email, phone, and online. Dedicated Student Support Officers are available to help answer any questions you have. Foundation Education will contact you via text, email and phone if you fall behind your nominated study plan. However, it is your responsibility to contact Foundation Education if you require support or assistance. It is also important to ensure you stay in contact with Foundation Education, so we can support you through your journey. Coaching calls are available at your request, and can be arranged to suit your needs. Contact the Education Department at Foundation Education office to schedule a suitable time.

Barriers to Course Completion

Before you commence your studies, it is important that you identify any potential barriers that might prevent you from successfully completing your course. It is your responsibility to notify Foundation Education of any potential barriers at enrolment (or during your course) to allow Foundation Education to provide for adequate support throughout the course. Some things to consider include:

- Access to a computer and the Internet
- An active email address which is regularly checked
- A phone where you can be reached for support as required
- Computer literacy
- For certificate courses, Year 10 or equivalent level of reading, writing, and comprehension
- For diploma courses, Year 12 or equivalent level of reading, writing, and comprehension
- Access to suitable resources—e.g., video camera—depending on the course you are studying
- Time to complete the assessment items
- Financial stability to fulfil your financial commitments
- Depending on the course that you are studying, access to a workplace

In addition, the following minimum technical IT specifications are required to successfully access course materials and fully engage as an online learner (distance education):

- Appropriate computer software – Microsoft Word (or the Open Office equivalent), and a PDF Reader, note that the training product is not supported on IOS/Android tablets and mobile phones.
- Google Chrome Internet Browser (best view).
- PC requirements – Windows 7, Windows 8, Windows 10, or later.
- Mac requirements – Mac OS X 10.6, or later.
- Active email address and stable internet connection.
- Mobile phone with voicemail capability.
- Printer and scanner.

By enrolling, without identifying any potential barriers, you are confirming to Foundation Education you are able to commit in full to your studies.

Your Support Team – Student Support Officers

We have a dedicated team to assist you with your learning needs. Our Student Support Officers (SSO) provide support throughout your progression to help you stay on track and complete your course on time. Foundation Education will send you assessment reminders and communicate with you regularly to ensure your progression through your course, however students are responsible to contact Foundation Education if they need assistance, are concerned with an upcoming deadline, or need general support or guidance.

Your Specialists, and Qualified Trainers and Assessors

We have a specialised group of people that can assist you in your studies. They have extensive experience in industry and are able to assist you with your learning needs. We offer one-on-one coaching sessions via phone or Skype to support you. We are here for you!

Your Support Plan

We have a plan to stay in contact with you. Why? Because we care, and we want to make sure you succeed. The purpose of your support plan is to ensure that you are progressing through your course. You will receive a welcome email from our SSOs as soon as your enrolment has been processed. This email contains the details for My eCampus as well as how you can access specialist student support. If you don't receive this welcome email, we may have incorrect details for you so you are advised to contact us via phone or email.

Your Study Plan

You can generate your own personalised study plan in My eCampus. The study plan is a structured plan that allocates a manageable timeframe for the units that you're studying. This allows you to plan, manage, and structure your course for completion within the allocated timeframe for your course. We find that students love this plan as it not only keeps them on track. Each study plan can be customised to suit your time commitments and goals and is flexible enough for things like holidays.

Traineeship Students: Your Training Plan

To assist with progressing through your course, we will prepare a training plan with you and your employer to use as a guide on how long it may take to complete each unit. This allows you to plan, manage, and adequately prepare for your training conducted both on and off-the job, which is to be completion within the allocated timeframe of your traineeship.

Your Learning Platform

My eCampus

You are provided with access to the theory component of your course through our industry leading Learning Management System (LMS) My eCampus. You are provided with a unique login so your work is protected and only accessed by you. My eCampus is a centralised learning environment where all course materials and assessments are online and all assessment items are completed and stored within the LMS. Through My eCampus's advanced tracking and reporting functionalities, Foundation Education can better monitor your progress and as such determine areas of success and areas where you require assistance. The best part about My eCampus is the interactive learning resources, which makes doing your course even more fun!

Intellectual Property

During your course you may print copies of your assessments and learning materials to assist you with your studies and building your skills and knowledge. Students are reminded that all assessment products are Intellectual Property of the RTO and as such are not authorised to on-sell or commercialise any product. Legal action will be taken if a student is deemed to have breached this requirement.

Language, Literacy, and Numeracy

As a Registered Training Organisation (RTO), Foundation Education takes every step in the enrolment stage to identify whether potential students possess the required skill level of Language, Literacy, and Numeracy (LLN) necessary to successfully undertake the level of Australian Qualifications Framework (AQF) course in which they are enrolling. Students are also responsible to

notify the Careers Advisor if they feel additional support would be advantageous during the course. During enrolment, all potential students are asked a few targeted self-assessment questions which assist us to determine whether an individualised learning plan designed to assist students achieve their personal study goals may be beneficial. All potential students are offered the LLN assessment tool, and while completing the assessment is highly encouraged, undertaking the assessment is not mandatory. Where students undertake the LLN assessment and a skills gap is identified, the program will tailor-make a supplementary task, and where necessary, the student may be referred to a Trainer & Assessor (Learning Specialist) who will develop an individualised learning plan specific to the individual's needs. The benefit of the LLN assessment is that appropriate support mechanisms can be identified and implemented from the outset, which provides students with the best chance at success.

Unique Student Identifier (USI)

All students, undertaking nationally recognised training since January 2015 must have a Unique Student Identifier (USI). This includes students studying a Vocational Education and Training (VET) course when they are still at school (VETiS).

A USI is a reference number made up of 10 numbers and letters that:

- Creates a secure online record of your recognised training and qualifications gained in Australia from all training providers you undertake recognised training with
- Will give you access to your training and transcripts,
- Can be accessed online, anytime and anywhere,
- Is free and easy to create, and
- Stays with you for life.

If you are a new or continuing student undertaking nationally recognised training, you must have a USI to receive your qualification, record of results or statement of attainment. If you don't have a USI, the RTO is not permitted to issue your qualification documentation. Note that USI records only go back so far as January 2015 when the scheme commenced. Your USI will enable you to produce a comprehensive transcript of your training which can be useful for applying for employment, seeking academic and/or vocational Credit Transfer (CT) or demonstrating entry requirements when undertaking further training.

To quickly and easily apply for your USI, visit www.usi.gov.au. Once you enrol, all students are prompted to enter their USI when logging on to the e-learning platform, My eCampus. You will be prompted every time you logon until you enter your USI into the system.

Terms and Conditions

Student Requirements

As a student of Foundation Education, you agree that you have the following:

- Pre-requisite units and entry requirements as applicable to your qualification.
- Identified all barriers to study, including any impairments, disability or Language, literacy and Numeracy (LLN) issues, which may hinder your studies
- Appropriate level of computer literacy: the ability to access and use a word processing application, email, and internet. Foundation Education does **not** provide IT technical support for students.
- Appropriate computer software: Microsoft Word (or the Open Office equivalent), and a PDF Reader, **Please note that your course is not supported on IOS/Android tablets or mobile phones.**
- Our recommended browser, which is Google Chrome Internet Browser.
- PC Requirements: Windows 7, Windows 8, Windows 10, or higher.

- Mac Requirements: Mac OS X 10.6, or later.
- Regular allocation of time over the length of your enrolment to complete your course.
- Active email address and stable internet connection.
- Mobile phone with voice mail capability.
- Printer and scanner.
- A USI. If you have not already applied for your USI, you will work with the Student Support Team to apply for one.
- Willingness to receive correspondence via mail, email, phone and/or text message.
- Willingness to respond to communication in a timely manner.
- If you have opted to pay for your course upfront or via instalments (referred to as a payment plan), the capacity to meet these payments as per your contract.
- Capacity to engage with coaching sessions, including any language, literacy, and numeracy support, as needed to complete the requirements of your course.
- Willingness to receive information on future courses or other training products with Foundation Education.

Eligibility

All participants must be over the age of 18 to participate in a course with Foundation Education unless express verbal or written permission from a parent or guardian is supplied. In accepting this enrolment, you are warranting that you are at least 18 years of age. If you are under 18 years of age, you must ensure that your parent or guardian has read and understood the terms and conditions contained in this booklet. By providing signed or verbal approval of your enrolment, your parent or guardian acknowledges and accepts the terms and conditions herein, including guaranteeing the principal liability to make payment of all course fees.

Additional Eligibility Requirements for Funded Traineeship Students

In addition to the above requirements, there are certain other criteria you must meet in order to undertake a traineeship. For the most accurate and up-to-date information, as well as employer obligations, contact your state training authority directly:

- **ACT:** <http://www.cmd.act.gov.au/skillscanberra/individuals>
- **NSW:** <https://smartandskilled.nsw.gov.au/>
- **NT:** <https://nt.gov.au/employ/apprenticeships-and-traineeships>
- **QLD:** <http://apprenticeshipsinfo.qld.gov.au/apprentices/index.html>
- **SA:** <http://www.skills.sa.gov.au/apprenticeships-traineeships>
- **TAS:** <http://www.skills.tas.gov.au/apprenticeshipstraineeships/whatis>
- **VIC:** <http://www.education.vic.gov.au/training/learners/apprentices/Pages/default.aspx>
- **WA:** <http://www.dtwd.wa.gov.au/apprenticeship-office>

Eligibility Requirements for Certificate 3 Guarantee and Higher Level Skills Program (Queensland only)

The Certificate 3 Guarantee program supports eligible Queenslanders in completing their first certificate III level qualification. The Higher Level Skills program provides a government subsidy to support eligible Queenslanders to study a certificate IV or higher level qualification. Students are entitled to one government-subsidised training place, so it is important that you choose the right course to support you in your chosen industry. In order to access this funding program, you will need to provide evidence of eligibility for the selected program, which comprises:

- Date of birth (must be 15 years or over at the commencement of the course) and no longer at school
- Queensland residential address
- Any post-school qualifications
- Australian/New Zealand citizenship or Australian permanent residency status

- Eligibility for concession (if applicable)

In addition to the above, eligible students will also need to complete a training and employment survey within three months of completing or withdrawing from the chosen qualification. If you have completed a qualification since finishing high school, you may not be eligible for a government subsidy, see the Student Factsheets for more information:

- [Certificate 3 Guarantee](#)
- [Higher Level Skills](#)

Year 12 Fee-Free training is available to Year 12 graduates who enrol and start training in a high-priority qualification within a calendar year of completing their secondary schooling. More information is available online:

- [Year 12 fee-free training FAQs](#)

Student Rights and Obligations

As a student enrolled with Foundation Education, it is important that you be aware of the services and support available to you during your studies. All students have the following rights while enrolled:

- Fair and equitable treatment at all times, including access to all programs available on scope (subject to the relevant entry and LLN requirements).
- Proper access to the required support, training, and assessment as necessary to successfully complete the training, regardless of location or mode of practical delivery.
- Student records held by Foundation Education are the students and may be accessed by students at any time. Records held may include personal details, course progress, payment information, and certification documentation.

As a student of Foundation Education, you are obligated to:

- Ensure that the work you submit is your own; any discovery of plagiarism, collusion or contract cheating will be dealt with as outlined in the policies and additional information section.
- Advise us as soon as you become aware of any issues which may affect your study, including LLN needs.
- Abide by the terms and conditions outlined in this document and the code of conduct policy in all dealings with Foundation Education.
- Meet your assessment obligations,
- Make your course payments by the agreed due dates. Further information on fees is outlined later in this document.
- Keep your contact information up to date by advising us as soon as possible about changes.

Foundation Education's Rights and Obligations

Foundation Education has an obligation:

- Not to tolerate discrimination towards any group or individual in any form, inclusive of race, gender, political or religious beliefs, culture, sexual orientation, and/or disability (physical or intellectual).
- Students have the right to know if the training provider is going to be sold or closed. Foundation Education will ensure students are notified of any changes such as changing ownership or closure.
- To inform you, the student, of important policies including how we ensure your privacy, how we handle complaints and appeals, and under what circumstances we administer refunds.
- On payment of all course fees, to provide support, training, and assessment services in the chosen training program in compliance with the RTO Standards 2015 and as summarised in

the enrolment documentation that you will receive. This guarantee continues for the period of enrolment to ensure that students have the opportunity to successfully complete the training.

- To inform you if any part of the agreed services, including training and assessment, are to be delivered by a third party.
- To issue you with AQF certification documentation upon request and at the end of your enrolment, whether completed or terminated, providing that you have met the requirements of the qualification or unit/s of competency and all agreed fees have been paid.
- To abide by our published policies and the information contained in this handbook.
- To provide you with information on the implications of government funding entitlements and subsidy arrangements for any future qualifications you may wish to undertake. For more information on the requirements in each state/territory, see the following links:
 - [Australian Capital Territory](#)
 - [New South Wales](#)
 - [Northern Territory](#)
 - [Queensland](#)
 - [South Australia](#)
 - [Tasmania](#)
 - [Victoria](#)
 - [Western Australia](#)

Foundation Education reserves the right to:

- Change the terms and conditions as outlined in the student handbook at any time and without prior notice; changes made affect any and all prospective, current and future students. The latest information is posted herein.
- Cancel an enrolment without notice if, by the enrolment end date, a student has not achieved all course requirements. If some units within the qualification have been completed, a statement of attainment will be issued reflecting the competencies awarded providing that all agreed fees have been paid. No refunds will apply in this instance.
- Cancel an enrolment for reasons outlined in the Code of Conduct and fee requirement policies.
- Collect fees as per the agreed terms and conditions supplied upon enrolment and in accordance with the policies outlined in this document.

Withdrawal Policy

If for any reason you decide to cancel your enrolment, you must do so by giving written notice of termination to us at the contact details below. Foundation Education will acknowledge receipt of the request within one business day, and you will receive a response from the relevant department within ten business days. Note: any requests that are outside of policy may require further investigation.

Once your withdrawal is confirmed, you will receive a Statement of Attainment for any completed units. This will arrive within 21 days providing that all fees have been paid in full.

Withdrawal/Cancellation Contact details: Send your request for withdrawal from your course to Student.services@foundationeducation.edu.au

Fee Information

Course Fees

Your course fee includes the delivery and assessment of your qualification, all resources and study materials for the course as well as the support you receive from our Education Team. Upon

enrolment, you will receive an email summarising the tuition fees for your chosen course. If you are unable to pay your course fees upfront in full, you will be asked to pay a deposit to secure your position and enable us to begin the enrolment process. Your payment plan details, including the duration and weekly/fortnightly contribution as discussed with your careers advisor, will be confirmed by our Finance team once your enrolment is processed.

Your fees must be paid in full by the time you complete your course, and your AQF certificate documentation/award—e.g., the certificate for your course—will not be issued until your fees are paid in full. Further, you will not be charged any additional fees for repeat attempts of any unit of competency in which you were originally enrolled.

Funded Traineeship Contribution Fees

An invoice and application for admission form will have been sent to you prior to enrolment. It is important that you be aware that Foundation Education cannot accept your enrolment until we have received your completed form and payment of the invoice in full. Any delay in payment may also delay the registration of your training contract with the relevant state training authority. Contact your Australian Apprenticeship Support Network (AASN) for further details. You should refer to the [Trainee Contribution Fee Exemptions and Concessions information table](#) for specific information.

Smart and Skilled course fees (Traineeships only)

If you are eligible for subsidised training under Smart and Skilled, you pay only a portion (10–45%) of the training cost, and this fee covers your whole qualification rather than an annual fee. All fees will be determined using the Smart and Skilled calculator, and adjustments for RPL and CT will be made after enrolment.

Smart and Skilled fees are lower for students doing their first qualification since leaving school. This is because Smart and Skilled focuses on helping NSW residents get their first qualification. Upon enrolment, you will receive an email with your Notification of Enrolment and tuition fees for your chosen course; however, you can get an estimate of the fee for your preferred course by using the Smart and Skilled course finder:

- <https://smartandskilled.nsw.gov.au/sands/find-a-course>

Fee Exemptions: Smart and Skilled courses

The government subsidises the total cost of the qualification—meaning that no fee is charged—for:

- Aboriginal and Torres Strait Islander students (through descent, self-identification, or community identification)
- Students with a disability (proof of a disability support pension or documentary evidence from an appropriate medical professional is required)

Concession fees: Smart and Skilled courses

Discounted fees are available for disadvantaged students studying up to a Certificate IV.

Unfortunately, no concessions are available for Diploma students. This concession fee is a flat fee set for the whole qualification and is available to students who:

- Receive a specified Australian government benefit or allowance at the time of enrolment, e.g. age pension, carer payment, Newstart/Youth allowance, Veterans' Affairs pension, or single parenting payment
- Are the dependants of a person receiving a Commonwealth benefit or allowance

Incidental Fees

- If you elect to pay for your course via a payment plan, you will be charged additional fees by a third party (EzyPay). A copy of their terms and conditions will be emailed to you as part of your enrolment and can be provided again upon request.
- If you elect to pay for your course via Zip Money, establishment and additional fees will be charged as per the relevant terms and conditions as contained within your Zip Money application form.
- If you misplace any AQF certification documentation issued by Foundation Education, e.g., your certificate, record of results, or statement of attainment, you may purchase a replacement for \$30 plus postage.
- If you require an alternative form of access to your learning resources, such as a hard copy of your learning resources, you may contact our Student Support Department who will facilitate the purchase for you. This will become your personal property, but you may not on sell, or commercialise the information contained within.

Cooling-off Period

1. Solicited Consumer Agreements

Where you have invited negotiations for the purchase of a Foundation Education training product, e.g., you have expressed interest in our courses or have contacted one of our sales people directly, you are considered to be a 'solicited consumer'. All courses contain a five-day cooling-off period, effective after you confirm your enrolment and accept the terms and conditions as contained in the Student Handbook. The cooling-off period is calculated using actual days, so weekends and public holidays are included, see table below for details of this:

If you enrol on a...	...then your cooling off period expires at 11.59pm on...
Monday	the Saturday of <i>that same</i> week.
Tuesday	the Sunday of <i>that same</i> week.
Wednesday	the Monday of <i>the following</i> week.
Thursday	the Tuesday of <i>the following</i> week.
Friday	the Wednesday of <i>the following</i> week.
Saturday	the Thursday of <i>the following</i> week.
Sunday	the Friday of <i>the following</i> week.

This cooling-off period exists for you to ensure that your chosen qualification suits you and to provide you with sufficient opportunity to review these terms and conditions. It is also your responsibility to identify potential barriers to your learning and to advise us during this period. Once the cooling-off period expires, you will be bound to honour your contractual arrangements in full. Note that even if you have chosen to delay the commencement of your course, your five-day cooling-off period is effective after you confirm your enrolment and accept the terms and conditions as contained in this Student Handbook.

2. Unsolicited Consumer Agreements

Where you have not invited negotiations for the purchase of an Foundation Education training product, e.g., one of our sales people telephones you uninvited or approaches you in a place other than our place of business, then you are considered to be an 'unsolicited consumer'. If this is the case, then Australian Consumer Laws will apply to ensure there is a cooling-off period to your contractual commitment to enrolment upon a course at Foundation Education (Contract). During this cooling-off period, you are entitled within a period of 10 business days to change your mind and cancel the Contract by giving written notice of termination to us at the contact details as given in the Withdrawal policy section below.

For unsolicited agreements negotiated by telephone, the cooling-off period begins on the first business day after you have received the enrolment documents confirming your enrolment over the telephone. For other agreements, the cooling-off period begins on the first business day after the agreement was made, which is the day you confirm your enrolment application to us in writing. Under Australian Consumer Laws, we must not accept or require any payment during the 10-day cooling-off period; however, if electing to make payment via credit card, we will pre-authorise the details you have supplied to us. No funds will be debited until the day after the cooling-off period has expired. If you cancel your Contract within the cooling-off period, the agreement will be void, but you must immediately return any materials that we may have supplied you.

Refund of Course Fees

1. Within Cooling-off Period

If you are a solicited consumer, and for any reason you decide to cancel your enrolment within the five-day cooling-off period, you will be eligible for a full refund minus a \$370.00 administration fee. If you are an unsolicited consumer, and for any reason you decide to cancel your enrolment within the ten-business-day cooling-off period, you will not have any fees deducted whatsoever and will not be liable for any fees associated with that course. Note that all requests for withdrawal within cooling off must be received in writing. These can be sent to student.services@foundationeducation.edu.au and so long as they have been received to this email address prior to the expiration of the cooling off these requests will be honoured.

2. Outside of Cooling-off Period

After the cooling-off period, all students are required to honour their contractual agreements and no refunds or termination of ongoing fees are available except in cases where a formal out-of-policy arrangement has been made with the CEO or delegate or where the provider has defaulted on delivery.

Note that the following are not legitimate reasons for a refund:

- a change of mind towards your chosen qualification
- the online learning delivery mode
- preference for another training provider
- Change of career path
- Change in your employment status
- Changes to your personal circumstances relating to your ability to pay for the course
- Pregnancy
- Changes in the time you have available to study
- Changes to your location or housing situation
- Your lack of progression through the course
- Not achieving competence against the entry requirements in the allocated timeframe

In cases where students are suffering from a medical ailment and are able to provide adequate documentation of such, then upon application in writing, the student's enrolment may be extended for a period of up to six months. No refund of course fees apply, and the student will remain liable for all payments as agreed under their payment plan.

In cases where a student has a condition, impairment, disability or personal situation that is pre-existing at the time of enrolment, **no** refunds will be available outside of the cooling off period due to this cause. Once the student confirms their enrolment, the student has acknowledged the condition, impairment, disability or personal situation will not impact their chosen qualification/course and as such will not be eligible for a refund at a later date. Students are required to identify any impairments or circumstance which might affect their course during the

enrolment process. By finalising the enrolment without notification to Foundation Education the student acknowledges they are equipped to complete their chosen course and in a position to meet the Terms and Condition of their enrolment.

In the event a student has a pre-existing condition which has significantly worsened post-enrolment, causing a permanent inability to complete the requirements of the course, they can raise a review into their liabilities.

The student will be required to provide sufficient evidence to support their claims and a decision to refund the student will be made on a pro-rata basis and will be at the discretion of the CEO or delegate.

Where genuine and extenuating hardship can be evidenced and this has resulted in the permanent inability of the student to complete the requirements of their course, decisions on pro-rata based refunds may be made at the discretion of the CEO or delegate.

Financial Hardship involves a student's inability to meet their obligations, rather than being unwilling to do so. A student's eligibility to be considered for the Hardship Policy is at the discretion of the organisation. For consideration towards the Hardship Policy, the hardship cannot be a pre-existing set of circumstances meaning that the circumstance must have occurred since the time of enrolment. If the hardship was a pre-existing circumstance prior to enrolment, medical extensions and / or modifying payments is available.

Students, during the course of their enrolment, may require an adjustment to their payment plan. Requests should be submitted in writing, along with evidence of genuine hardship and relevant documentation, and will be assessed in accordance with the applicable policies.

Relevant documentation includes:

- Payslips,
- Bank statements,
- Proof of expenses,
- Medical certificates,
- Proof of unemployment.

No requests for pro-rata based refund will be approved unless adequate and legitimate documentation is supplied to evidence the situation. In all cases it is the student's responsibility to ensure this documentation meets the requested requirements. Foundation Education will not contact third parties to gain evidence on your behalf due to privacy restrictions. All evidence supplied will be maintained in accordance with the privacy act and will only be utilised for the processing of the refund request.

Funded Traineeship Refunds

Any refund is made as a lump sum to the student no more than 28 days after the relevant state cancellation paperwork has been sent through and signed by both the student and the employer, but this is provided that the contribution fee has been paid in full. You should refer to the [Refund of Trainee Contribution Fee information table](#) for specific details.

Modifying Payment of Fees

During the course of your enrolment, you may require an adjustment to your payment plan. Requests should be submitted in writing along with evidence of genuine hardship and relevant documentation, and they will be assessed in accordance with the applicable policies. Any variation

to standard policy must be approved by the CEO or delegate. It remains the responsibilities of the student to determine their financial capacity to meet the scheduled payment arrangement prior to confirming their enrolment. In all cases of financial hardship, students will still be required to pay their course fees and honour their contractual obligations.

Extensions Policy

Students are required to complete their course within the timeframe set for their course. If you need additional time or wish to continue study beyond the end date of your course, an application for course extension must be made prior to your expiry date. Foundation Education is not obliged to extend an enrolment if a student has not made appropriate arrangements or course progression prior to their end date. If an extension is not purchased, Foundation Education reserves the right to withdraw the student without notice. Students are only eligible to purchase one extension, all other extension requests will be reviewed and approval will be made by the CEO or delegate. In order to purchase an extension, contact us on 1300 616 197 and note there is no deferment option available.

Traineeship Extensions

Any extension to your training contract must be coordinated between yourself, your employer, and the state training authority. An application form may be required depending on the requirements of your state or territory. Upon receiving notification of the change to your contract, we will issue you with a revised training plan and extend your enrolment end date.

Students who experience illness or injury during their traineeship can apply to temporarily suspend their obligations under the training contract for a period of up to 12 months. Your employer must agree to the application prior to the suspension taking effect, and once approved, ongoing employment arrangements should be determined. For further details, contact your AASN as listed on your training contract, or email trainees@foundationeducation.edu.au

Smart and Skilled Extensions/Deferrals

Any enrolled student accessing Smart and Skilled subsidised training is entitled to defer their studies totalling no more than 12 months. If you require additional time to continue your study beyond the end date of your course, an application for course extension must be made prior to your expiry date. All requests must be lodged in writing to our Student Services team for assessment and consideration.

Provider Default

If for any reason Foundation Education or any of its agents cancel or delay your course, you will first be offered a transfer to another course in order to continue your study. If a transfer is not available, or no suitable options can be agreed upon, a full refund will be given. Note that this condition does not apply if you have elected to delay the commencement of your course. A student may be eligible for a pro-rata refund where they have commenced their course and Foundation Education or any of its agents cancel, postpone, or delay the course or sessions. This pro-rata refund is dependent on the number of units that the student has accessed and how long they have been enrolled. Students may also have the option to be transferred to another course. If you have elected to pay your course fees by payment plan, the same pro-rata refund will apply. However, students who have not paid the minimum balance will be liable for the remaining fees.

Course Transfers

Foundation Education encourages students to engage in study that best suits their expected outcomes. Foundation Education also expect that students have chosen the correct course as aligned to their desired goals. Depending on your circumstances, if you wish to change from one course to another, all course transfer requests must be submitted in writing to our Student Support team (student.sevices@foundationeducation.edu.au). You will receive a decision in regard to your

course transfer request in writing from our Student Support team within ten business days. Note that the terms of your contract, including tuition fees payable, will not be affected by your course transfer request, unless you choose a course that bears a higher cost. Course deferrals are not available.

Payment Defaults

During enrolment, students can elect to pay for their course via a payment plan. To be eligible for a payment plan you must confirm a set of fixed weekly or fortnightly amounts and agree to pay off the course within the set timeframe. A verbal authority, signed enrolment form or application form submitted online is verification of consent to all terms and conditions associated with that loan or payment plan, as provided to the student.

- Foundation Education has the authority to verify, validate or confirm details of any bank account details or credit card information provided to us with your financial institution, and authorise your financial institution to release such information to us.
- If you default on a payment, commit any other material breach of these terms and conditions or an insolvency event arises, your assessment will not be marked until the account is paid to date. This may mean making payment of the full arrears as well as any third party fees.
- Students will also be unable to participate in assessment days, practical assessment or other related support until their account is paid to date.
- Course fees must be paid in full for your certificate to be issued.
- Your certificate will not be issued until the course fees are paid in full.
- And have provided written evidence and relevant documentation of genuine financial hardship, you will have the original length of your enrolment to pay the debt out.
- If your account remains unpaid, access to resources via your online learning platform will cease until the payments are brought up to date. Course extensions will also not be granted to students who have not paid their account, paid all associated fees pursuant to the initial agreement and/or complied with any and all associated or material obligations.
- If a student has enrolled under an upfront payment plan and later defaults on the remainder of the fees, the student will immediately be transferred to a payment plan and irrevocably agrees to pay the additional costs upon demand. The payment plan incurs additional course fees compared to the upfront payment. The student will also be charged further fees by a third party (EzyPay) and a copy of their terms and conditions will be emailed to the student, should the payment plan be adjusted in this manner.
- Foundation Education reserves the right to deduct the total amount in default from the account details you have provided, plus default fees to bring the payments back into line with the payment schedule.

Credit Card Payments

If you have paid any part of your course fees via credit card, you are acknowledging that the card belongs to you or that you have express permission from the owner to use the card. If a third party, e.g., (family member, friend, or employer, will be paying for your course fees, note that it is your responsibility to get permission from the card holder to add their name and credit card to your student account.

You agree that you will do all things necessary to facilitate the payment of course fees including any periodic direct debiting or charging of any nominated account.

You authorise Foundation Education to verify, validate or confirm details of any bank account details or credit card information provided to us with your financial institution, and authorise your financial institution to release such information to us.

You authorise us to automatically update the expiry date of any credit card provided in accordance with the usual validity term extension.

Debt Recovery

If for any reason a student has defaulted in their payment to Foundation Education, then the remaining balance may be referred to either our solicitors or a debt collection agency for recovery proceedings. The student shall be liable for all costs associated with the recovery of their debt, including collection fees, commissions, and legal costs.

Complaints, Appeals and Grievances

Foundation Education is committed to providing high quality services at all levels of its operation by providing an effective, efficient, timely, fair, unbiased and confidential complaints and grievances handling procedures which follow the principles of natural justice for all students. This policy and procedure covers both academic and non-academic informal and formal complaints and appeals processes. All complaints and appeals are taken seriously and used as a mechanism to effect continuous improvement with the complainant/appellant kept informed of the progress at all stages.

This Policy and procedure does not waive the rights of the complainant/appellant who is protected by Australian Consumer Protection Laws. Outside of this Policy, an individual is within their rights to pursue other legal remedies.

The complainant/appellant will be kept informed of the progress at all stages and if after being advised of the final decision, the complainant/appellant is not satisfied with the outcome, they have the right to appeal that decision externally. All complaints and appeals are responded to in accordance with this policy and procedure to ensure transparency and consistency, promptly, objectively and with sensitivity, and confidentially without cost to the complainant/appellant. Where mediation is required, the associated costs are shared equally between the RTO and the student.

The policy section of this complaints and appeals policy and procedure document is accessible to the public and current and prospective students within the Student Handbook available on the Foundation Education website. The Student Handbook is provided to students by emailed link both before and after enrolment, and at any time upon request.

Policy principles

- In all initial grievance or complaint matters, students should first attempt to resolve the conflict informally by submitting a request (either via phone, using the internal template or written communication) to the relevant department in a cooperative and respectful manner. This matter will be investigated by either the Faculty Manager or the Student Operations Manager. Where this is not possible, or an unsatisfactory outcome is reached at the informal stage which the complainant believes was made outside of policy, the formal complaints and/or appeals process may be commenced.
- Complainants are entitled to make a complaint about any parties involved in the delivery of their course including any staff member, student, third parties associated with the RTO, assessment outcome or stakeholder.
- The student and any involved parties will be informed, and have the opportunity to present their case at each stage of the process.

- The principles of natural justice and procedural fairness are adopted at every stage of the complaints and appeals process, which respect the right of a complainant or appellant to be heard by an impartial party (a delegated authority who was not involved in the original decision making process).
- A complainant/appellant shall have access to both the informal and formal stages of this complaints, appeals and grievance procedure at no cost. If no resolution is reached internally, the complainant/appellant has the right to request external mediation (only after all internal resolution mechanisms have been exhausted). The RTO will choose the mediator through 'The Resolution Institute' and nominate a date, time and location of the mediation session which suits all parties. All associated costs for mediation are shared equally by the organisation and the complainant/appellant, with fees due prior to attending the mediation session/s.
- The complainant and any respondent attending mediation has the option of being accompanied/assisted by a third person (such as a family member, friend, counsellor or other professional support person, or a legal practitioner) if they so desire.
- No parties involved will be subjected to discrimination or harassment resulting from raising their grievance, complaint or appeal.
- The Quality and Compliance Department will make all attempts to respond to formal complaints or appeal applications within the time limits set out in this policy.
- At all stages of the process, discussions relating to grievances, complaints and/or appeals will be recorded in writing and/or verbal recordings, with reasons and a full written explanation outlining decisions and actions taken to be provided to the complainant/appellant or authorised respondent throughout the process.
- All communications and records arising from the complaints and appeals process will remain confidential in accordance with this policy; all relevant records are stored on secure company data drives only accessible by authorised staff members for a period of five years. Students have the right to access copies of their records at any time by emailing the Quality and Compliance Department at quality@foundationeducation.edu.au
- Students are entitled to make a complaint or appeal against decisions made by the RTO, or against any third parties involved in the delivery of their course including:
 - The RTO/s conduct, trainers and assessors, or any other staff or stakeholders
 - Any student or client of the RTO
 - Any third party providing services on behalf of the RTO
 - The application and enrolment process
 - Marketing information
 - The quality of training and assessment provided
 - Training and assessment related matters including student progress, student support and assessment requirements, assessment outcomes and/or results
 - The way in which someone has been treated
 - The actions of another student
 - Refund assessments
 - Other general decisions made by the organisation
- Students are entitled to access the grievance procedures regardless of the location of the campus at which the grievance has arisen, the student's place of residence, their mode of study, or the manner in which the student was enrolled.
- This policy does not replace or modify other policies or any other responsibilities that may arise under other policies, statutes, or any other laws. Also, the dispute resolution procedures outlined in this document do not circumscribe an individual's rights to pursue other legal remedies.
- If a student chooses to access this policy and procedure, Foundation Education will maintain the student's enrolment whilst the grievance and appeals process is underway.

- Where the organisation considers more than 60 calendar days are required to process and finalise the complaint or appeal, the complainant/appellant will be informed in writing, provided with reasons why more than 60 calendar days are required. In this circumstance, the complainant/appellant will receive regular updates on the progress of the matter.

Making a complaint

In the first instance, all complaints, requests and grievances should be raised with Student Services at student.services@foundationeducation.edu.au or via phone on 1300 13 01 57. A staff member will record all details using the internal informal complaints template, known as the informal stage of complaints handling and resolution processes. Where a suitable resolution cannot be achieved in the informal stage, a formal complaint can be raised by contacting the Quality and Compliance Department. In the event the complaint is high risk or may result in harm to any member of the public or staff member, the complaint will be raised to the formal stage immediately. Applications should contain a personal statement outlining the relevant timeline of events, a clear statement about the preferred outcome, and all available evidence to substantiate the claim. Complaints about a particular incident should be made within 60 calendar days of the incident or event occurring. All complaints are taken seriously, and fully investigated with complainants advised of the outcome in writing as soon as practicable (generally within 20 business days).

Making an appeal (academic and non-academic)

Where the outcome of a complaint or grievance raised at the formal stage is deemed unsatisfactory or remains unresolved, the complainant may lodge a formal appeal against the original decision, known as the formal stage of the resolution process. Formal appeals must be raised in writing within 21 calendar days from the date of the original decision notification. Upon receipt of a formal appeal, a full investigation which considers all of the available evidence will proceed, with appellants advised of the outcome in writing including the reasons for the decision/s and action/s taken as soon as practicable (generally within 20 business days). When lodging an appeal, the appellant should provide as much relevant information and evidence possible to enable a full and efficient investigation to determine an appropriate solution.

Suggested appeal evidence includes:

- Confirmation and a summary of details outlining the steps already taken at the informal and formal stage of the complaint to resolve the issue (appeals will not be considered if all stages have not been fully engaged).
- Full description of the appeal issue, or the original decision being appealed against – describe what the issue is and how you were affected by the decision, or issue being raised and why you disagree with the outcome of the formal complaint.
- Any relevant evidence which substantiates the appeal.
- A personal statement detailing the preferred resolution outcome (note that this does not mean the result of investigations will lead to the preferred outcome, the RTO Policy guides outcomes).
- Additional evidence which might support your claims including any third party information.

Formal appeals should be lodged in writing and addressed to the Quality & Compliance Department at quality@foundationeducation.edu.au, or by surface mail addressed to the CEO or Quality & Compliance Department (Delegated Authority) at 54-58 Brookes St, Bowen Hills, Qld, 4006.

Timeframes for resolution

Complaints and appeals investigations will be finalised as soon as practicable, unless there are significant reasons why the matter cannot be finalised within the recommended timeframes. In cases where additional time is required to process investigations, the complainant/appellant will be

kept informed of the reasons for the delay, and be provided progress updates until the matter is resolved or finalised.

Record keeping

Foundation Education maintains records of all complaints and appeals, and their outcomes on the Complaints and Appeals Register, stored within secure company data files with authorised access only.

Mediation

In cases where the complainant or appellant is dissatisfied with the result of a formal appeal, an independent mediator will be sourced by the RTO through 'The Resolution Institute'. The independent mediator will assess all of the available evidence from both parties. Mediation costs will be shared equally by the complainant/appellant and the RTO. Requests for mediation assistance are to be made in writing addressed to the CEO or Delegated Authority, 54-58 Brooks Street, Bowen Hills QLD 4006.

Foundation Education agrees to be bound by the recommendations which arise from the external review of the complaint or appeal. The CEO or Delegated Authority will ensure that any recommendations made are implemented within 30 days of receipt of the recommendation.

External complaints

Where the complainant or appellant fully engages with the available mechanisms to resolve issues or grievances, and is still not satisfied with the outcome, external complaint avenues are available:

- National Complaints Hotline
 - 13 38 73
 - skilling@education.gov.au
- Australian Skills Quality Authority (ASQA)
 - Note that ASQA will only use the information provided to inform its regulatory approach and will not generally contact the RTO/s on behalf of the complainant/appellant or act as their advocate.
 - www.asqa.gov.au
- QLD Training Ombudsman
 - 1800 773 048
 - www.trainingombudsman.qld.gov.au
- NSW Training Ombudsman
 - 1800 451 524
 - <https://www.ombo.nsw.gov.au/>
- ACT Training Ombudsman
 - 1800 060 789
 - <http://www.ombudsman.act.gov.au/>
- WA Training Ombudsman
 - 1800 117 000
 - <http://www.ombudsman.wa.gov.au/>
- VIC Training Ombudsman
 - 1800 806 314
 - <https://www.ombudsman.vic.gov.au/>
- SA Training Ombudsman
 - 1800 182 150
 - <http://www.ombudsman.sa.gov.au/>
- NT Training Ombudsman
 - 1800 806 380

- <http://www.ombudsman.nt.gov.au/>
- TAS Training Ombudsman
 - 1800 001 170
 - <https://www.ombudsman.tas.gov.au/>

Assessment Appeals

All appeals relating to an assessment decision must be lodged with your specialist SSO within 21 days of you being notified of the assessment result. On receipt of the appeal, the assessment will be reviewed in order to confirm whether it was a fair decision and whether the evidence presented is current, authentic, valid, and sufficient. Foundation Education will contact you within ten business days to advise of the outcome.

Smart and Skilled courses: consumer protection information

Approved Smart and Skilled training providers are obligated to:

- Provide the training and support necessary to allow you to achieve competency
- Provide a quality training and assessment experience for all students
- Provide a clear, accessible feedback and consumer protection system, including an identified consumer protection officer
- Maintain procedures for protecting consumers' personal information

The Smart and Skilled Consumer Protection Strategy is available here:

https://www.training.nsw.gov.au/forms_documents/smartandskilled/contract/consumer_protection_strategy.pdf.

As a first step, you are encouraged to discuss your concerns with our consumer protection officer via quality@foundationeducation.edu.au. They will be able to help you with your concerns. You can also contact the Smart and Skilled customer support centre to seek assistance, ask for advice, make a complaint, or provide feedback. You can do this by email at enquiries@smartandskilled.nsw.gov.au, over the phone on 13 28 11, or in person at a State Training Services centre

Code of Conduct

The Policy is designed to represent the expectations of Foundation Education and clearly establish behaviour guidelines, investigative procedures, and consequences for inappropriate behaviour. The Student Code of Conduct is designed to uphold the dignity of all staff, all students, and all persons associated with Foundation Education.

The Student Code of Conduct sets out acceptable student behaviour and appropriate disciplinary measures. The underlying purpose of the Student Code of Conduct is to outline for students and staff their rights to work and study in a positive, secure, and orderly environment and show care, courtesy, and respect for the rights of others at all times.

Behaviour

Acceptable behaviour:

- Being courteous, respectful, and well-mannered at all times
- Making responsible and thoughtful choices
- Being truthful, fair, caring, and considerate through actions and behaviours at all times
- Being professional in all dealings with staff and other students
- Participating actively and positively in learning at all times
- Respecting the rights of others to learn in a non-threatening environment
- Completing all assigned assessment tasks to the best of their ability, on time and correctly identified (it is highly recommended that you add full identifiers in the header and footer of

your submissions: Surname, Student ID, date and unit code; for example: PAFXX40999 – 01.05.12 – BSBWOR501)

Unacceptable behaviour:

- Swearing
- Threatening language or tone of voice
- Discriminatory or harassing behaviours
- Plagiarism, collusion, contract cheating, and/or engaging in dishonest behaviour
- Fraud or any breach of the law
- Racial, religious, or sexual slurs towards staff or other students
- Threatening behaviour towards staff
- Abuse, or endangering the health or safety of any person
- Misuse of equipment
- Actions that lead to putting yourself, staff, or other students at risk

If a student is in breach of the code of conduct, this will be investigated, and they will be asked to give a written response to these allegations. If it is found that a student has breached the code of conduct, that student may be given a warning and, depending on the severity of the breach, may be terminated from the course without notice and will receive no refund of fees. The CEO will make the final decision on any actions resulting in termination.

Plagiarism, Collusion and Contract Cheating

Plagiarism, collusion and contract cheating constitute breaches of academic integrity and the Student Code of Conduct, and are not tolerated under any circumstance.

Plagiarism means the practice of taking someone else’s work or ideas and passing them off as your own without appropriately citing or acknowledging the owners of the intellectual property. Plagiarism may be intentional or unintentional. Intentional plagiarism involves the deliberate act of presenting someone else’s work and ideas as if you had written them yourself, while unintentional plagiarism may arise due to confusion over how and when to reference another author or contributor.

The following acts constitute plagiarism unless the source of each quotation or borrowed material is clearly acknowledged or referenced (cited):

- Failing to adequately reference the work of others or sources of information
- Copying part or all of another person’s work
- Submitting work that in part, or in its entirety has been copied from written material including electronic materials sourced on the internet

Collusion is the act of collaborating with someone else on an assessment exercise which is intended to be wholly your own work, or the act of assisting someone else to commit plagiarism. When working with others (collaborating) on a joint assessment, you must always acknowledge the work that any other participant has contributed to the project.

Contract Cheating is where a student commissions or seeks to commission another party (paid or unpaid) to produce academic work on their behalf. Contract cheating may occur when a student seeks help with their assessment task through an online company specialising in producing work for a fee, an unauthorised editing service that advertises via social media, or another student or non-student who has offered to help.

Breaches of academic integrity contravene the Student Code of Conduct Policy and are deemed unacceptable behaviours. If a breach of academic integrity is suspected, a full investigation is carried out which may result in an official warning, failure of a subject (Not Yet Competent status), or in severe cases, the cancellation of enrolment. In all breaches of academic integrity, students are notified in writing and have the opportunity to 'show cause' by responding to the allegations in writing.

Access and Equity Policy

Foundation Education's access and equity policy ensures that there is equitable access to all available programs on scope. In no instance will there be discrimination towards any group of individuals in any form, inclusive of race, gender, political or religious beliefs, culture, sexual orientation, and/or disability, be it physical or intellectual.

Consent to Image Release

Foundation Education may at times take photographs, record videos, and develop various marketing campaigns for use in promotional activities. These images and records remain the property of Foundation Education and will not be sold to any third party. By enrolling in a course, you are agreeing to allow Foundation Education to use and make reference to any images and recordings in which you have participated. This may include but is not limited to photographs, video recordings, voice recordings, and text extracts.

Privacy Policy and Notice

Foundation Education respects your right to privacy. Our Privacy Policy & Notice (available at <https://www.foundationeducation.edu.au/privacy-policy-and-notice>) sets out how Foundation Education collects, shares and uses personal information about you. Foundation Education is committed to protecting your personal information collected through our website (<https://www.foundationeducation.edu.au/>), from industry partners, contractors to Foundation Education, or directly from you. Foundation Education reserves the right to periodically make changes to the Privacy Policy & Notice as required with updates available on the website. It is recommended that all consumers engaging with Foundation Education carefully read the Privacy Policy & Notice in full.

Recognition of Prior Learning and Credit Transfer Policy

Recognition of Prior Learning (RPL) and Credit Transfer (CT) are available when applying for any of Foundation Education's courses. The RPL process is an assessment of evidence of pre-existing skills and/or experiences mapped against the unit elements to determine whether you are already competent in one or more unit. Credit transfer can be applied if you have previously completed a particular unit or units of competency, for example if you hold a current First Aid Certificate, you may be eligible for credit transfer.

Once you have enrolled, Foundation Education will assess your application if you believe you may be a candidate for this process. If successful, you will be eligible for exemption from undertaking certain assessments within the course. Note that the terms of your contract, including tuition fees payable, will not be affected by the units of competency achieved via this RPL or credit transfer process.

Recognition of Prior Learning is intended for individuals who can demonstrate that they have current industry competencies or experience reflecting performance criteria in the unit/s for which they are applying for RPL. Note that this process can be lengthy, and it relies solely on the evidence and information that you submit. It is the students' responsibility to work through the unit/s of competency that you wish to be assessed and that provide relevant evidence. You are required to submit:

- (i) At least one formal qualification or where there is no formal qualification, and

- (ii) Two different pieces of evidence to demonstrate your competence.

When submitting your evidence, keep in mind that your evidence needs to be:

- **Current** – Does the evidence reflect your current skills?
- **Relevant** – Is your evidence relevant to the unit for which you are applying?
- **Authentic/Valid** – Does your evidence prove/demonstrate that you have the skills/knowledge/attributes/competency for the unit for which you are applying?
- **Sufficient** – Is your evidence sufficient to demonstrate that you are competent in the skills relevant to the unit for which you are applying?

Once you are enrolled and have expressed your interest in this process, you will be supplied with an RPL application kit as specific to your chosen qualification of study.

Working With Children Check (WWCC)

Certain qualifications require students to undertake a Working with Children Check (WWCC) prior to undertaking their workplace demonstration and/or the completion of the course. All qualifications which require students to attain a WWCC, will be identified to students prior to enrollment. Students are liable for any associated cost with obtaining their Working with Children Check.

In the event the student is issued with a Negative Notice or unable to successfully attain a compliant check, their enrollment will be **cancelled affective immediately** and they will be withdrawn from the qualification. Furthermore, the student will not be issued with any unit of competency associated with children or special population people. The Student will be eligible for a refund on a pro-rata base taking into account how many units of competency have been accessed, duration of study and support accessed over the length of the enrolment. Student must advise Foundation Education immediately if they have any concerns or questions regarding their Working with Children Check.

Contact Details

If you have any questions during your time studying with us, do not hesitate to contact our Student Support team who are available from 8.00 am until 6.00 pm Monday to Thursday AEST, and from 8.00 am until 5.00 pm on Fridays AEST.

Phone: 1300 13 01 57

Email: student.services@foundationeducation.edu.au