



Student Code of Practice



About this Student Code of Practice

Future Skills is an industry owned and operated registered training organisation specialising in work health and safety and post trade electrical training.

We deliver courses across a number of qualifications and individual units of competency including:

- Certificate IV in Work Health and Safety
- Diploma of Work Health and Safety
- Certificate IV in Hazardous areas – Electrical
- Certificate III in Instrumentation & Control
- Certificate IV in Electrical Instrumentation
- High Voltage Switching

We are also approved by Workplace Health and Safety Queensland, NT WorkSafe and Comcare to deliver approved Health and Safety Representative's training in Queensland, the Northern Territory and for the Commonwealth jurisdiction.

This Student Code of Practice contains all of the terms and conditions applying to your enrolment in a Future Skills course program and also outlines the rights and responsibilities of Future Skills and students when participating in a Future Skills training course.

You are required to read this Student Code of Practice, and complete the acknowledgement form to these terms and conditions, that you have read, understood and agreed to abide by the policies and procedures outlined in these terms and conditions and this Student Code of Practice and return to Future Skills prior to, or at the commencement of your training.

If you have any questions about information contained within these terms and conditions and this Student Code of Practice, please do not hesitate to contact Future Skills on 1300 817 545 or email us at info@futureskills.asn.au for further information.

Contents

Contents	3
1. Purpose:.....	4
2. Rights and Responsibilities:.....	4
3. Access and Equity	5
4. Assessment	6
5. Privacy	8
<i>Data Collection</i>	8
<i>Sensitive information</i>	8
<i>Direct marketing</i>	9
<i>Notification of collection</i>	9
<i>Use and Disclosure</i>	9
<i>Data Quality</i>	9
<i>Access to and correction of personal information</i>	9
<i>Information Security</i>	9
<i>Privacy Complaints and Concerns</i>	10
6. Participant Selection, Enrolment and Induction.....	10
7. Skills Recognition and Assessment:.....	11
8. Qualifications and Statements:	12
9. Work Health and Safety	12
10. Participant and Training Room Conduct.....	13
11. Misconduct, Plagiarism and Cheating	14
12. Copyright and Intellectual Property Rights	15
13. Absences from Training.....	16
14. Fees and Refunds	16
15. Concerns, Complaints and Appeals	18

1. Purpose:

Future Skills aims to ensure the safety, health and wellbeing of staff, students and visitors and to provide an educationally appropriate environment for students.

The purpose of this Student Code of Practice is to provide a framework for how Future Skills will engage with its students to provide an appropriate learning and assessment environment as well as outline the expectations for how Future Skills students are expected to participate in, and achieve successful outcomes from their training programs.

2. Rights and Responsibilities:

To ensure that all students are treated with respect, fairness and are provided with a supportive learning environment, Future Skills has outlined the following student expectations and responsibilities.

Future Skills has a responsibility to:

- Provide quality training and assessment across its services and programs
- Comply with the Standards for NVR Registered Training Organisations
- Comply with all relevant laws and regulations, including but not limited to, anti-discrimination, copyright, and privacy laws

Future Skills staff have a responsibility to:

- Not tolerate offensive behaviour, bullying, harassment, physical or verbal assault
- Report any unsafe behaviour
- Exclude anyone under the adverse influence of drugs/alcohol
- Provide appropriate learning support and reasonable adjustments
- Help create and maintain a supportive and encouraging learning environment
- Provide timely and useful feedback on assessments
- Provide a safe and healthy learning environment

Students have a responsibility to:

- Respect the rights of all students and staff
- Adhere to Work Health and Safety requirements
- Follow reasonable directions from any Future Skills staff member

Future Skills also expects the following conduct of students:

- Respect for the property of Future Skills, its staff and students
- Respectful communication with others
- Punctuality and regular attendance
- Full and active participation in all learning and assessment activities
- That mobile phones and electronic devices are turned off in class
- That students wear appropriate PPE where required to in training and related activities
- To notify trainers if they are unable to attend

3. Access and Equity

The policy of Future Skills is to prohibit discrimination towards any group or individual, either in the form of direct or indirect discrimination.

Future Skills is committed to ensuring all participants have reasonable access to training irrespective of their sex, relationship or parental status, race, religious belief or activity, political belief or activity, impairment, trade union activity, lawful sexual activity, pregnancy, breastfeeding needs, family responsibilities, gender identity, sexuality or age.

Language, literacy and numeracy and reasonable adjustments

To assist in identifying any special learning needs, Future Skills asks that you identify any information regarding any language, literacy and numeracy (LLN) challenges on your enrolment form, prior to the start of your training. If you believe you do have any learning difficulties, you are encouraged to discuss these with your trainer prior to the course commencement. In addition, the Australian Core Skills Framework (ACSF) sets out five key areas that Registered Training Organisation's (RTOs) like Future Skills, can investigate to determine if any additional help or alternative pathways should be offered to a learner. The five key areas are: Learning, Reading, Writing, Oral Communication and Numeracy.

Not all courses require learners to have a high level of development in each of these areas but Future Skills will consider all of them prior to training to gain an understanding of each learner's full capability.

To help identify student's pre-existing core skills, Future Skills has put together a short pre-course learning needs questionnaire for each course program to help us determine any assistance, prior development or other needs that might help you, the learner, to undertake the training course and achieve your desired goals in your chosen field.

Where students have been assessed as requiring additional assistance in any of the five key areas, Future Skills will discuss these with the individual student within the context of the course requirements.

Depending on the situation, Future Skills may be able to provide additional learning support and reasonable adjustments either before or during the course, or refer the student to another organisation such as TAFE or another provider to assist with pre-learning needs, prior to confirming an enrolment.

Please note: it is the responsibility of the student to complete this questionnaire and submit it to Future Skills prior to the commencement of the course.

Where a questionnaire is not submitted prior to a course commencing, Future Skills is not liable to provide any additional learning and support services that may otherwise have been required.

Reasonable Adjustments

Future Skills is committed to providing reasonable adjustments for students with a disability, whether that be a learning or other type of disability defined under the Disability Discrimination Act 1992, including a learning impairment, in order to ensure the maximum participation of learners with a disability in training, learning and assessment activities.

Future Skills is required to make reasonable adjustments where necessary to ensure that students with disability are able to participate in education and training on the same basis as students without disabilities, provided the adjustment does not

An adjustment made to a learning program to accommodate a student with an identified disability is considered a reasonable adjustment, unless making the adjustment would impose an unjustifiable hardship on Future Skills within the meaning of the Disability Discrimination Act 1992. Reasonable adjustment aims to make it possible for students with disability to participate fully and to the best of their ability in a training program.

To accommodate a reasonable adjustment, Future Skills may modify the learning environment or make changes to the training delivered to assist a learner with a pre-identified disability or provide additional support to such a learner where necessary.

However, reasonable adjustment must:

- be justifiable
- not change course standards or outcomes
- uphold the integrity and performance outcome of a qualification
- not provide a student with a disability an advantage over other students

How are reasonable adjustments determined?

A reasonable adjustment must be negotiated and agreed with Future Skills. Any requests for a reasonable adjustment must be made formally by a person prior to, or at course enrolment, identifying the particular disability, including learning disability of the person.

Reasonable adjustment does not mean that all student requests are granted. It is about consultation and negotiation about what is reasonable in all of the circumstances.

In assessing whether a particular adjustment for a student is reasonable, regard should be had to the following matters:

- (a) the student's identified disability
- (b) the views of the student
- (c) the effect of the adjustment on the student, including the effect on the student's:
 - (i) ability to achieve learning outcomes
 - (ii) ability to participate in courses or programs
 - (iii) independence
- (d) the impact of the adjustment on the ability to demonstrate competency in accordance with the qualification requirements and performance outcomes
- (e) the effect of the proposed adjustment on anyone else affected, including Future Skills, staff and other students
- (f) the costs and benefits of making the adjustment

4. Assessment

Definition of Assessment, Competency and Not Yet Competent:

"Assessment" is the process of collecting evidence and making judgments on whether competency has been achieved. To be assessed as competent (C), you will need to provide evidence which demonstrates that you have the essential knowledge and skills to successfully complete the relevant unit of competency to the required standard.

Competency is simply about demonstrating that you can do the task with confidence to the required industry standard(s).

An assessment of Not Yet Competent (NYC) is not a failure. It simply means that you will need to provide further information or further confirmation of the knowledge and skills required.

Student Participation in Assessment Activities and Trainer/Assessor Feedback:

All students are expected to participate in and complete all required assessment tasks and activities in order to be assessed for competency in a particular course program.

All Future Skills assessors are required to provide feedback on a student's progress in class and their assessments to guide them in their learning and what they may need to resubmit if required. Future Skills trainers/assessors are to make themselves available for ongoing feedback as required.

Assessment is criterion referenced, meaning that it identifies an individual's achievement of defined outcomes, rather than relating their performance to that of other learners.

Principles of Assessment:

There are four key principles that Future Skills applies as part of its assessment process:

1. **Fairness:** an assessment is fair if it does not disadvantage particular students. For assessments to be fair, students must clearly understand what is expected of them and what form the assessment will take. Where appropriate, reasonable adjustments are applied to take into account an individual's needs. Future Skills is to inform students about the assessment process and provide them with an opportunity to challenge the result of the assessment and be reassessed if necessary.
2. **Flexibility:** assessment is flexible to an individual student by:
 - reflecting their individual needs
 - recognising competencies already held by the student
 - drawing from a range of assessment methods and using those appropriate to the context, the unit of competency, associated assessment requirements, and the individual student.
3. **Validity:** any assessment decision is justifiable, based on the evidence of performance of the individual student. Validity requires:
 - assessment against the unit(s) of competency and the associated assessment requirements covers the broad range of skills and knowledge that are essential to perform competence
 - assessment of skills and knowledge is integrated with their practical application
 - assessment is based on evidence that demonstrates that the student could demonstrate these skills and knowledge in other similar situations, and
 - judgment of competence is based on evidence of student performance that is aligned to the unit(s) of competency and associated assessment requirements
4. **Reliability:** evidence presented for assessment is consistently interpreted and assessment results are comparable irrespective of the assessor conducting the assessment.

Completion of Assessments:

Where students have completed a Future Skills training course and have not been able to demonstrate competency for all or some of the units of competency for the relevant qualification, Future Skills will provide a further opportunity to demonstrate competency.

Please note: included in all course fees are two (2) assessment attempts available to each student.

Where the assessment involves a practical skills based assessment, a time to undertake the second assessment attempt is to be offered within a six (6) month period at a time nominated by Future Skills.

For other types of assessments e.g., projects, students may be asked to provide additional evidence, or the trainer/assessor may make a reasonable adjustment such as asking additional questions to determine competency, either orally or in writing.

5. Privacy

Future Skills is required to collect, manage, use, secure and disclose personal information in accordance with the Privacy Act 1988 (Commonwealth), Privacy Amendment (Enhancing Privacy Protection) Act 2012 and the thirteen Australian Privacy Principles (APPs).

Under the privacy laws, personal and sensitive information is defined as follows:

- Personal information: “information or an opinion about an identified individual, or an individual who is reasonably identifiable: (a) whether the information or opinion is true or not; and (b) whether the information or opinion is recorded in a material form or not.”
- Sensitive information: “(a) information or an opinion about an individual’s: (i) racial or ethnic origin, or (ii) political opinions, or (iii) membership of a political association, or (iv) religious beliefs or affiliations, or (v) philosophical beliefs, or (vi) membership of a professional or trade association, or (vii) membership of a trade union, or (viii) sexual preferences or practices, or (ix) criminal record, that is also personal information; or (b) health information about an individual; or (c) genetic information about an individual that is not otherwise health information; or (d) biometric information that is to be used for the purposes of automated biometric verification or biometric identification; or (e) biometric templates”.

Data Collection

As a registered training organisation (RTO), Future Skills is required to collect personal information from students at the time of enrolment, throughout a course and on the completion of a course.

Personal information collected on enrolment is reported to the regulator, the Australian Skills Quality Authority (ASQA) under the requirements of the Australian Vocational Education and Training Management Information Statistical Standards (AVETMISS), or to a funding body where funding is provided to support training for an eligible participant, under the terms of the funding agreement.

Specific information collected by Future Skills includes:

- a) name
- b) address
- c) contact details
- d) date of birth
- e) gender
- f) country of birth
- g) language spoken at home
- h) level of English spoken
- i) disability information
- j) highest secondary schooling completed
- k) other qualifications completed
- l) current employment status
- m) indigenous status

Future Skills Limited will only collect personal information by fair and lawful means.

Sensitive information

Personal information collected by Future Skills that may be regarded as ‘sensitive’ under the Privacy Act includes:

- ‘Disability’ and ‘health’; ‘indigenous status’, ‘language spoken at home’, ‘proficiency in spoken English’, ‘country of birth’ (implies ethnic/racial origin). This information is specified in the AVETMISS data elements.
- ‘Dietary requirements’ (health-related), which are collected for catering purposes only.

Direct marketing

Future Skills respects an individual's right not to receive marketing material and provides an option for individuals to unsubscribe from receiving marketing material. Future Skills conducts its marketing communications mainly through the Expression of Interests Register, VETTRAK Waiter, and dissemination of research in accordance with Australian Privacy Principle 7 (Direct marketing), and the Spam Act 2003 (in respect of electronic communications).

Notification of collection

AVETMISS data collection or funding body collection – notification is given at the time of student enrolment.

Student and employer questionnaire – notification is either provided to students before collecting the information or in the letter of invitation, to complete a midway course survey, or to participate in a survey at the completion of the delivery of training.

Use and Disclosure

Future Skills will only use and disclose personal information to:

- a) establish and maintain client and participant relationships
- b) provide the products and services as required by the client and participant
- c) administer and manage those products and services
- d) report to state/territory registering bodies or funding bodies in relation to relevant training services provided

Future Skills does not disclose personal information other than for the primary purpose for which it was collected, or where an individual has consented to a secondary purpose, or where an individual would reasonably expect this (such as receiving communications about upcoming training courses), or if required to by law.

Future Skills may also share personal information with a funding governing body in accordance with contractual obligations. In these circumstances, Future Skills will take reasonable steps to inform and gain consent from the individuals concerned and take all reasonable steps to ensure that the recipient handles the personal information according to the APPs.

Data Quality

Future Skills endeavours to ensure the personal information it collects and uses or discloses is accurate, up to date, complete and relevant. Future Skills encourages clients and participants to help us keep their personal information accurate, complete and up-to-date by contacting and informing us of any changes.

Access to and correction of personal information

Individuals may, subject to the exceptions prescribed by the Australian Privacy Principles, request access to and correction of their personal information where this is collected directly from individuals by Future Skills.

Future Skills does not charge for giving access to or for correcting personal information.

Requests for access to or correction of personal information should be made in writing and addressed to Future Skills Limited, PO Box 55 Moorooka Qld 4105 or info@futureskills.asn.au. Requests will be responded to within 7 business days.

Information Security

Future Skills takes active steps to protect personal information from misuse, interference and loss, and from unauthorised access, modification or disclosure.

Future Skills' systems and internal network are protected from unauthorised access using appropriate technologies. Access to databases is protected through user log-on and password and assignment of user access rights.

Future Skills' premises and server room are fully secured. A current business continuity and disaster recovery plan is in place and is reviewed regularly. All hardware is properly 'sanitised' before disposal.

Privacy Complaints and Concerns

Clients are able to raise any concerns they may have regarding personal information handling practices by contacting our administration staff.

Complaints about management of personal information should be directed in writing to Administration Officer at info@futureskills.asn.au. Future Skills will respond in writing within 14 business days.

6. Participant Selection, Enrolment and Induction

Future Skills will advise prospective participants of:

- Whether the training is nationally recognised, accredited or non-recognised training or is WHS training approved by a regulator
- Application processes, including pre-requisites where relevant
- Fees and costs involved in undertaking training
- Course subsidies that may be available to eligible applicants
- Qualifications to be issued on completion or partial completion of courses, or whether there is a Statement of Completion
- Competencies to be achieved during training
- Assessment procedures, including recognition of prior learning
- Complaints and appeals procedures
- Available services should the participant require support

Prospective students may download a copy of the Future Skills Student Code of Practice from our website at www.futureskills.asn.au. A copy of the Student Code of Practice and the relevant program Student Information Guide will also be sent to each student upon enrolment.

To be successfully enrolled in a program, Future Skills must first:

- determine if any pre-requisites for the course program are met by the applicant, and
- confirm that all fees and charges are paid consistent with the program requirements

In some cases, where there is more demand for training places on a particular course than the maximum required numbers e.g., 12 or 16 depending on the course, Future Skills will determine enrolment on the basis of those who first meet the pre-requisites and payment requirements.

Once enrolments in a course have reached maximum numbers, an eligible person may request to be short-listed on a wait list.

If a position on the course becomes vacant, those on the waiting list will be contacted in order of the list and given first preference for the position upon confirmation of receipt of payment.

Future Skills trainers will also provide all students with a detailed induction at the commencement of their training program. This induction is to enable students to become familiar with the program requirements and expectations, including:

- a) details of how the course will be delivered
- b) details of the competencies they will be trained and assessed in
- c) an individual training plan, where appropriate
- d) the Future Skills Code of Practice

- e) attendance requirements and protocols for:
 - o absences from training
 - o requesting extensions for submission of assessment tasks and activities

At or before induction, Future Skills will also arrange any relevant learning support for individual participants if required.

7. Skills Recognition and Assessment:

Skills recognition processes, including recognition of prior learning (RPL), assessment only pathways or credit transfer, or a combination of any of these, are available to all participants on enrolment, or prior to enrolment, within a course program.

Recognition of Prior Learning

Recognition of Prior Learning (RPL) is available for those applicants who are able to provide specific evidence of their competency, such as former learning and/or educational outcomes, written or other types of evidence of competency in their work, or a portfolio of evidence.

Prospective students should contact Future Skills to discuss RPL options and arrangements, prior to enrolling in, or at the point of enrolment in, a course program.

Assessment Only Pathway

Where an applicant believes they hold the requisite competencies, skills and knowledge, but it may be difficult for them to provide specific evidence of these competencies, they can request to enroll in a program and complete all or part of the program as an assessment only pathway. This simply means that the applicant elects to not attend training for a particular course, but to complete the required assessments in order to be assessed for competency in a qualification.

These assessments may be the same assessments to be completed during a normal training course, or modified to suit the individual needs of the applicant, upon agreement with a Future Skills trainer and assessor.

Credit Transfer

Future Skills recognises AQF qualifications and statements of attainment issued by other registered training organisations (RTOs).

This means that where a person already holds an AQF qualification or statement of attainment and they believe it is relevant to a particular qualification offered by Future Skills, then an assessment can be made as to whether the qualification or statement of attainment is equivalent to the competency requirements or training package rules relevant to the Future Skills program.

Participants requesting credit transfer must provide certified copies of original certificates (qualifications and/or statements of attainment) and transcript of records to be considered.

Note: these copies will be retained by Future Skills as evidence and will not be returned. Students should therefore make and keep a copy of their evidence before submitting their documentation to Future Skills.

8. Qualifications and Statements:

Issuance of Qualifications

Future Skills will issue a qualification or statement of attainment after a Future Skills trainer/assessor has made a determination that the student has attained the skills and knowledge or has the skills and knowledge required for its issue, and the student has paid all fees payable for the course program to Future Skills.

Where a student has been deemed to have met all of these requirements, Future Skills will issue a qualification or statement of attainment within twenty-one (21) days of receipt of all assessments required for the course program by the student.

Copies of Qualifications and Statements

The Standards for NVR Registered Training Organisations 2012 (Standard 23.1) require that a registered training organisation must only issue a relevant qualification or Statement of Attainment to the person whom it has assessed as being competent i.e., the student.

In this context, Future Skills Limited can only issue a qualification or statement of attainment directly to a student e.g., an employee, rather than an employer who may have paid for the training program.

In such a case, where an employer requires a copy of the qualification or statement of attainment e.g., for compliance purposes, the student concerned will be required to complete an authorisation form granting permission for Future Skills to provide an electronic copy of their qualification or statement of attainment to the employer.

Note: the original qualification or statement will be issued directly to the student who has attained competency.

9. Work Health and Safety

Future Skills is committed to providing a safe and healthy workplace for its workers, students and visitors.

Future Skills must ensure, so far as is reasonably practicable, the health and safety of all persons who can be affected by work carried out as part of the conduct of Future Skills.

This includes, but is not limited to:

- Provision and maintenance of a work environment without risks to health and safety
- Provision and maintenance of safe plant and structures
- Provision and maintenance of safe systems of work
- Safe use, handling and storage of plant, structures and substances
- Provision of any information, training, instruction or supervision that is necessary to protect all persons from risks to their health and safety arising from work carried out as part of the conduct of the business or undertaking [s.19(3) WHS Act]

In addition, it is a requirement that workers, students and visitors must undertake the following while in attendance at Future Skills:

- take reasonable care for their own health and safety
- take reasonable care for the health and safety of others
- comply with any reasonable instruction from Future Skills and its staff
- cooperate with any reasonable policies and procedures of Future Skills and its staff [ss. 28 & 29 WHS Act].

10. Participant and Training Room Conduct

All participants are expected to maintain appropriate behaviour while in training and assessment situations under the direction and supervision of Future Skills.

Appropriate behaviour includes all participants being respectful of and to each other, the trainer and assessor, and other invited guests or attendees.

Inappropriate behaviour includes any speech or action which is:

1. disrespectful, offensive and/or threatening
2. interferes with the learning and assessment activities of other participants
3. impedes the delivery of services by Future Skills
4. has a negative impact in the learning environment

At the beginning of each course, participants are to be made aware of the expectations and standards for appropriate classroom behavior. The trainer/assessor in charge of the course will inform participants of acceptable standards of behaviour and inappropriate behaviour, including the consequences for violation.

Participants will also be given an opportunity for input into the “ground rules” which expand on acceptable standards of behaviour at the beginning of each course, including matters such as, but not limited to:

- listening to others and not interrupting inappropriately
- no racist or sexist remarks or other offensive statements
- respecting others and valuing cultural diversity
- attending on time
- providing notice of absences
- switching off mobile phones etc

Where there are examples of inappropriate behaviour exhibited during a course the trainer/assessor should follow the following procedures:

- Step 1:** Make a reasonable attempt to talk to the participant first. Determine whether the disruptive behavior is in any way related to problems that the participant is having in class or to other situational factors which the trainer/assessor may be able to directly affect. Very often a private conversation with the participant can be more productive than a warning in the presence of other participants, and also being mindful of adult learners.
- Step 2:** When the trainer/assessor acts reasonably and the participant remains disruptive, disrespectful, offensive and/or threatening, the trainer/assessor may choose to:
- a. write up a contract with the participant that clearly identifies behavior and actions for the participant to take and the consequences of inappropriate behaviors;
 - b. contact the Training Manager and/or the Chief Executive Officer of Future Skills, who may choose to consult with the trainer/assessor outside of class, observe the behaviour in class, and meet with the participant to discuss the situation, or facilitate a communication process between the trainer/assessor and participant. Depending on the nature and perception of the disruption, the participant may be referred to other support services; and/or
 - c. ask the participant to leave the training room or learning environment or have their enrolment cancelled subject to the particular circumstances of the case.
- Step 3:** Where the above procedures have been followed and the inappropriate behaviour continues, Future Skills reserves the right to cancel the enrolment of the participant. All such decisions will be made by the Training Manager and/or Chief Executive Officer after consultation with both trainer/assessor and participant.

11. Misconduct, Plagiarism and Cheating

It is a requirement that each student complete their own assessment in order for a trainer/assessor to make a determination of individual competency.

Definitions:

Misconduct: is defined as any action(s) or behaviour likely to result in an unfair advantage in determining competency of a candidate, whether by unfairly advantaging a candidate, or disadvantaging another.

Acts of misconduct include, but are not limited to:

- possession of unauthorised material before, during or after an assessment or exam
- refusing to observe the instructions of an assessor during the assessment process
- sharing or publishing assessment materials
- collusion with another candidate
- candidate substitution
- plagiarism
- cheating
- use of electronic devices during exams (except calculators)
- copying of assessment materials whether that be in writing, electronic or photographic form
- copying or reading someone else's work during an assessment or exam

Plagiarism: Students are required to submit their own work for assessment. Plagiarism refers to attempts by candidates to use the work, words or ideas of others without proper acknowledgment. In the context of assessment, plagiarism occurs if a candidate:

- presents any phrases or extracts, word for word without using quotation marks or referencing the author
- paraphrases all or part of an author's work and presents it without referencing the author, or providing inadequate reference to the author
- copies or paraphrases all or part of another candidate's work and presents it as their own
- presents all or part of an assessment item previously submitted for assessment in another course or unit of work

Collusion: is an agreement or cooperation between two or more people in order to cheat or deceive for a fraudulent purpose. Collusion can apply to candidates (past or present) who intentionally cooperate to gain an unfair advantage towards the achievement of a qualification, statement of attainment or credit towards these.

Collusion also refers to the following practices which are not considered allowable:

- unauthorised and unacknowledged joint effort in an assessment
- unauthorised and unacknowledged copying of material prepared by another person for use in an assessment
- unauthorised and unacknowledged assistance from another person

Procedures for the prevention and detection of misconduct, plagiarism and collusion:

Future Skills will inform students about misconduct, plagiarism and collusion in several ways via the Student Code of Practice and during the induction session for their training program.

Each student is required to complete and sign an Assessment Cover Sheet that includes an acknowledgment that the information provided in their assessment is completely their own work.

The Future Skills trainer will actively monitor students in class and/or during assessments to detect any instances of misconduct, plagiarism or collusion.

Where work is submitted electronically, trainers will also check some forms of written assessment tasks for plagiarism using online plagiarism detection websites such as:

- http://www.paperrater.com/plagiarism_checker
- <http://www.plagiarismchecker.com/>

Any suspected case of misconduct, plagiarism or collusion must be investigated by the Training Manager. The principles of natural justice must be applied at all stages of the process. Any student suspected of misconduct, plagiarising or colluding must be given a fair hearing and the opportunity to provide evidence of authorship.

If misconduct, plagiarism or collusion is found to have occurred, the relevant trainer, in conjunction with the Training Manager and/or the Chief Executive Officer as appropriate, should determine the outcome, taking into account the following:

First instance of plagiarism or collusion	Warning in writing. Student must submit a written explanation about the occurrence of plagiarism or collusion to the Training Manager. Assessment must be redone and resubmitted.
Second instance of plagiarism or collusion	Final written warning indicating occurrence will result in expulsion from the program. Assessment must be redone and resubmitted.
Third instance of plagiarism or collusion	Expulsion with no refund.

12. Copyright and Intellectual Property Rights

Future Skills has made a considerable investment in its intellectual property (IP) which includes the development of its learner and resource guides, assessment workbooks and projects, power point slides, website content, course guides and other learning and assessment and associated materials.

As a client or student of Future Skills, you are only authorized to use our IP for your personal reference and you are expressly prohibited from using our IP for any other activity including any commercial use, except where authorised by Future Skills to do so in writing.

Use of Future Skills IP without our permission constitutes a breach of contract and/or copyright infringement for which Future Skills will take action for.

Where Future Skills provides students with access to copies of other licensed copies or communications (paper or electronic based) in accordance with our Statutory Education licence, you are also expressly prohibited from using this IP for any other activity, other than for your learning in the particular Future Skills course program you are enrolled within.

13. Absences from Training

Subject to the cancellation policy, participants are expected to attend all nominated days of training within their course program.

Once a course has commenced, if a participant is unable to attend, the participant should immediately contact the Future Skills office on (07) 3848 2298 to advise of their non-attendance.

Where a participant has a reasonable excuse for non-attendance i.e., for illness or injury reasons, the death of a participant or a close family member, or where a natural disaster has prevented the attendance of the participant, Future Skills will endeavour to provide alternative arrangements for learning and/or assessment missed during the period of absence at the discretion of Future Skills.

14. Fees and Refunds

Fees and charges:

Future Skills charges a range of fees and charges for the delivery of its training programs. Current fees and charges are provided on the Future Skills website at www.futureskills.asn.au. These fees and charges include the following:

- Course deposit fee
- Course fee
- Recognition of Prior Learning (RPL) fee
- Replacement copies of testamurs fee
- Transfer fees

Course deposit and total course fees are detailed on the Future Skills website at www.futureskills.asn.au.

Applications for Recognition of Prior Learning (RPL) will incur a charge of \$1500 per qualification or \$150 per individual unit of competency.

Requests for a replacement copy of a Qualification or Statement of Attainment will incur an administrative fee of \$50, inclusive of GST.

No fee is applicable where seeking a replacement Certificate of Attendance for Health and Safety Representatives Training or Entry Permit Holders Workplace Health and Safety Training.

GST

Where a course leads to the attainment of a national industry qualification or part thereof, no GST is incurred under an Australian Taxation Office (ATO) determination.

Subsidies or reimbursements:

From time to time, for some courses Future Skills may receive industry funding or subsidies. These will be advertised on their availability, including the eligibility requirements of the funding body.

In these cases, and subject to the particular course program, participants may be eligible to receive a reimbursement of their enrolment fee on the successful completion of their course where the course has been funded by an external funding body. Eligible participants will be advised of this on their enrolment within the particular course program.

Cancellation fees and refunds:

When a registration for a training program is cancelled by a participant in writing, Future Skills will charge a cancellation fee as follows:

CANCELLATION FEE AND REFUNDS	
More than 21 days before course commencement date	Full refund
Between 14 - 21 days before course commencement date	50% refund
Less than 14 days	No refund

Transfer fees:

If you are booked into a class and wish to change to another scheduled class the following transfer fees are applicable:

Individuals who wish to transfer to another scheduled course may do so where they request in writing at least two (2) weeks ahead of the course commencement. Any further requests from the same individual will incur a transfer fee of \$250.00.

Transfers requested after a class has commenced will incur a transfer fee of 50% of the full course fee, except where the transfer is agreed by Future Skills in accordance with its exceptional circumstances policy.

Exceptional Circumstances:

Future Skills may at its sole discretion, having regard to an exceptional circumstance, provide a total or partial refund to a student after they have commenced a course and up to one third completion of the course from enrolment.

The student must provide a written request to Future Skills, including providing relevant documentary evidence such as a medical certificate, before a decision can be made.

Future Skills may decide to offer a refund or partial refund, or depending on the circumstances, offer the student a re-enrolment in a further scheduled course.

An exceptional circumstance includes:

- i. an illness or disability of the student
- ii. the death of the participant or a close family member (spouse, sibling, child or parent), or
- iii. a natural disaster which prevents the attendance of the participant at the course.

15. Concerns, Complaints and Appeals

Where a student has a concern, complaint or appeal made in relation to the quality of service or training or any assessment decision made by Future Skills, the following process will apply.

In the first instance, the student is encouraged to discuss their concern or complaint with the person making the decision or taking some other action. Contact can be made in writing, by email, telephone or face to face.

If the student does not feel comfortable doing so, they should make the complaint directly to the Chief Executive Officer either in writing, by email, or telephone.

Future Skills will record the concern or complaint in writing and will refer any situation involving a breach of the law to the appropriate legal entity or responsible body.

Where the issue involves an appeal against an assessment decision, Future Skills will review the assessment decision immediately and conduct a re-assessment by another qualified assessor.

A written decision, outlining the reasons for the decision will then be forwarded to the person raising the concern, complaint or appeal.

Where a concern, complaint or appeal involves the Chief Executive Officer, an independent person shall be appointed to consider and decide upon the matter.

Except where a concern, complaint or appeal is pursued in accordance with a relevant law, the outcome of this process is final and binding to both parties.

Future Skills will keep all records relating to the concern or complaint on its complaints register. Any information or records pertaining to an appeal against an assessment decision will be kept on the student's file.

After following these processes, and where a student is still not satisfied with the quality of service or training or an assessment decision provided by Future Skills, the student is entitled to submit a complaint to the Australian Skills Quality Authority (ASQA), which is the national regulator for all ASQA registered training organisations, including for Future Skills.

You can find further information on how to make a complaint to ASQA at:
<http://www.asqa.gov.au/complaints/making-a-complaint.html>.

If you require further advice or assistance, you can call the ASQA Info line on **1300 701 801** or email enquiries@asqa.gov.au.

Participation Acknowledgement Form

Please complete and sign this section prior to or at the commencement of your course.

I have read the information contained in the Future Skills Student Code of Practice

I understand and agree to abide by the conditions, policies and procedures outlined in this Student Code of Conduct

Signed: _____

Date: ___ / ___ / 20___

Name (please print): _____

Name of Course: _____

Commencement Date of Course: ___ / ___ / 20___