

Welcome to Hamel Institute

Student Handbook



HAMEL INSTITUTE

Contact Details

Phone 1300 7 999 14
Email info@hamel.edu.au
Website www.hamel.edu.au

Your Privacy (YP)

We understand the importance of privacy and personal information. Your privacy is taken seriously by meeting the requirements of the Australian Privacy Principles as per our dealings with you. At times we will be required by law to make student information available to others such as the regulator or other government departments. **The relevant Privacy Principles are summarised as:**

- **'Collection'** - We will collect only the information necessary for our primary function and you will be told the purposes for which the information is collected.
- **'Use and disclosure'** - Personal information will not be used or disclosed for a secondary purpose unless the individual has consented or a prescribed exception applies.
- **'Data quality'** - We will take all reasonable steps to make sure that the personal information we collect, use or disclose is accurate, complete and up to date.
- **'Data security'** - We will take all reasonable steps to protect the personal information we hold from misuse and loss and from unauthorised access, modification or disclosure.
- **'Openness'** - We will document our management of personal information and when asked by an individual, will explain the information held, for what purpose and how we collect, hold, use and disclose the information.
- **'Access and correction'** - The individual will be given access to the information held about them, at their request. This includes anything held on the students file including assessment results and participation records.
- **'Identifiers'** - We will not use your work or other organisational employee number, position code or similar identifier as our own reference to you.
- **'Transborder data flows'** - We will endeavour to use secure cloud technology providers where they ensure that the information will not be held, used or disclosed contrary to the concept of data storage and security.
- **'Sensitive information'** - We will seek the consent of the individual when collecting sensitive information about the individual such as health information, or information about the individual's racial or ethnic background, or criminal record.
- **'Student'** - A student is a person who has applied, undergone an initial assessment towards a unit of competency and paid the fees associated with that assessment. The student is therefore enrolled.

Additional practices by us regarding your information, both sensitive and general:

- **'Client file maintenance'** - At times we will delete some or all the information in your file without your consent or contact. This is generally to remove any general or sensitive information that is no longer relevant or required. A guiding practice is that we only hold your information for the requirements of the regulator, in accordance with relevant laws and regulations, and to enable you to initiate or complete a process with us. There are no third-party marketing initiatives by us with your information.
- **'Historical events'** - Our client file maintenance practice (above) may result in a situation where you wish to query, dispute or reopen a conversation, process or transaction despite there no longer being any record of such events with us. A guiding practice is for you to maintain any correspondence, documentation or similar that has occurred with us if you wish to call upon it later to establish a dialogue, appeal or complaint on past events.
- **'Value documents'** - At no time should you send to us any document that is an original or is not able to be replaced by you easily, quickly and economically. A guiding practice is that you view what you send to us as no longer existing.

- **'Newsletters'** - At times we will release a seasonal newsletter or an out of sequence advisement to all those who have provided contact details to us. A guiding practice is that if you tell us not to include you then we will not. This “telling” is your responsibility however our newsletters or advisements will provide you with opt out and unsubscribe opportunities.
- **'Website'** - Reference to “the website” within this handbook is referring to www.hamel.edu.au which is our primary public electronic presence.
- **'Student Handbook'** - This Student Handbook, or simply “handbook”, includes policy and practice for Hamel Institute. As such, reference to “us” or “we” is interchangeable with Hamel Institute. Similarly, the terms “client”, “learner”, “student” or “you” are interchangeable.
- **'Currency'** - For the Vocational Education & Training (VET) Sector there are three positions for a national accreditation or qualification. “Current”, “superseded” or “obsolete”. Where there is no mention of “superseded” or “obsolete” on our website or marketing materials then the qualification is “current”. On rare occasions this information may be temporarily outdated when a new release occurs on the National Register website www.training.gov.au. This delay in our information is due to training organisations not having prior possession of the endorsed update until it is published to that website. As such we need time to make changes which includes our website.

Recognition of Prior Learning (RPL)

All students can apply for the recognition of prior learning or RPL. RPL is an assessment process where partial or full credit can be granted for learning previously done through structured or unstructured training, work experience or by some other means. Of course, you must be able to show, through an assessment process, that the knowledge and skills you have are current and can be applied at the time you apply. The Application form is available online.

Credit Transfer (CT)

Where a student has previously completed units of competency they may be eligible for a credit transfer without cost.

National Recognition (NR)

When you undertake nationally recognised training your qualification is valued equally throughout Australia. This is because all RTOs in Australia agree to nationally recognise all awards issued by any other RTO in the country.

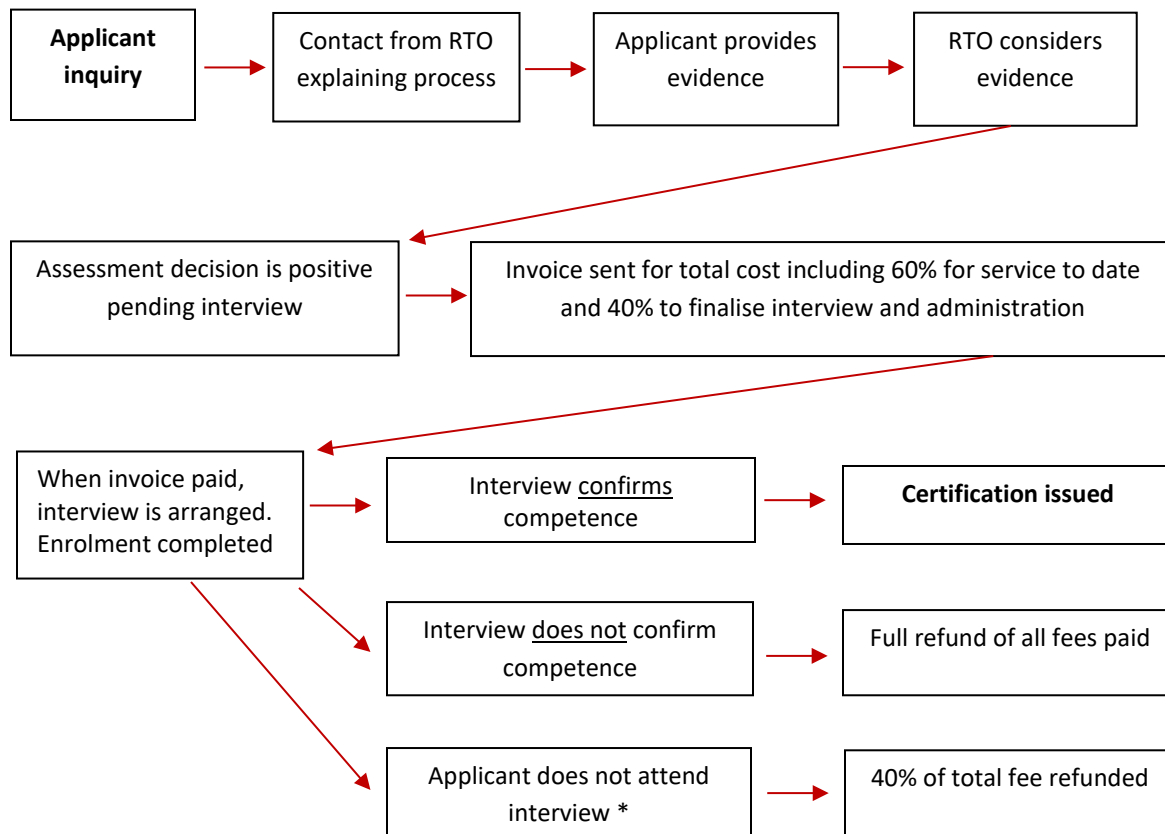
Assessment Methodology (AM)

A person’s competence is based around the acquisition of knowledge and then a demonstrable use of that knowledge in a practical sense. In an RPL application, the applicant must provide evidence to this effect. In some circumstances, if the student’s evidence does not address all requirements, they may have to undertake a challenge test which may be of a theoretical nature (question and answer), undertake a project to demonstrate skills, provide access to a third party to confirm claims made and/or show an understanding of the subject through one or more interviews.

Flexible Assessment (FA)

The recognition assessment process is designed so that the student can provide as much evidence as they are able to in a documented format without outlaying any fees until a decision about the value of that evidence has been reached. When the assessor is comfortable that the student appears to be eligible for the certification based on documents provided, the final authentication process of direct conversation with the applicant and one or more referees/third parties authenticates the documentary evidence. The following flowchart outlines the process and this should be read in conjunction with our refund policy.

Assessment, enrolment, invoice and certification process



*interview must be completed within 3 months of payment being received by RTO.

If an agreed interview does not proceed because of student default, the student is responsible for arranging a subsequent interview within ten business days of the missed interview.

Complaints and Appeals (CA)

An appeal is a grievance about an assessment process or outcome. Hamel has a process for re-evaluating assessment outcomes if the student is unhappy with the outcome. Please contact the Director and provide your name, phone number, email, nature of your concern and your suggested resolution:

- Via email: darren@hamel.edu.au (fastest, most economical and best method for documentation)
- Via phone: 1300 7 999 14 (only to be used if email not responded to in ten business days)

The Director will contact you within ten business days to discuss the matter and outline their understanding of your complaint or appeal for you to change or accept. **The Director will then use the finally accepted version to:**

- Review the event that has been accepted by both parties.
- Allowing all those involved the opportunity to present their case in a fair and open environment.
- Provide a suggested resolution for your acceptance or challenge.
- Act upon any substantiated complaint or appeal.
- Review the outcome for any organisational improvement opportunities.

The ongoing decision process will be acknowledged via email every ten business days. If at any time you do not attend to any reasonable requests within ten business days, the process will be suspended. The Director will send an email and leave a text message to you before suspending the process. We will retain evidence of complaints that we receive for six months after the Director has finalised or suspended the matter.

Should you not be satisfied with the Director's involvement or decision there is opportunity to provide the matter for review by an appropriate party independent of our organisation and you. This will be possible at your request or due to the Director not being sufficiently independent to the nature of the complaint or the appeal. This will generally be some form of not-for-profit or judicial volunteer entity nominated by us. If there is a requirement for a to-pay-for service then such services will generally be at \$220 per hour rate that would be shared and again nominated by us. At no stage is any party expected to experience excessive financial penalty.

Inappropriate Behaviour (IB)

Hamel provides services in a spirit of cooperation and mutual respect. If a staff member is unhappy or dissatisfied with the behaviour or conduct of a student the staff member will advise the student that the behaviour or conduct is unacceptable and discontinue the service immediately. If the matter is repeated, Hamel reserves the right to cancel a student's enrolment or not progress their application. If a student wishes to express a complaint in relation to any action taken, they can follow our complaints procedure. We expect that our staff will maintain a professional and ethical working relationship with all other staff, management and students. Any breach of our disciplinary standards by one of our staff will be managed and the appropriate action will be taken.

Harassment and Discrimination (HD)

We are required under Australian law to ensure that we provide a workplace that is free from all forms of harassment and discrimination (including victimisation and bullying) so that staff and students feel valued, respected and are treated fairly. We will ensure that all staff understand their roles and responsibilities in creating such a workplace, by a process of communication, mentoring and by setting the expected behavioural example. All staff are aware of the processes and procedures for addressing any form of alleged harassment or discrimination.

Students should be aware of the following definitions:

- **'Bullying'** - is unwelcome and offensive behaviour that intimidates, humiliates and/or undermines a person or group. Bullying involves a persistent pattern of behaviour over a period and may include verbal abuse, physical assault, unjustified criticism, sarcasm, insult, spreading false or malicious rumours about someone, isolating or ignoring a person, putting people under unnecessary pressure with overwork or impossible deadlines, and sabotaging someone's work or their ability to do their job by not providing them with vital information and resources.
- **'Confidentiality'** - refers to information kept in trust and divulged only to those who need to know.
- **'Discrimination'** - is treating someone unfairly or unequally simply because they belong to a group or category of people. Equal opportunity laws prohibit discrimination on the grounds of sex, marital status, pregnancy, family responsibility, family status, race, religious beliefs, political conviction, gender, history, impairment, age or sexual orientation. Victimisation is also treated as another form of discrimination.
- **'Harassment'** - is any unwelcome and uninvited comment or action that results in a person being intimidated, offended, humiliated or embarrassed.
- **'Personnel'** - refers to all employees of Hamel Institute
- **'Racial Harassment'** - occurs when a person is threatened, abused, insulted or taunted in relation to their race, descent or nationality, colour, language or ethnic origin, or a racial characteristic. It may include derogatory remarks, innuendo and slur, intolerance, mimicry or mockery, displays of material prejudicial to a race, racial jokes, allocating least favourable jobs or singling out for unfair treatment.
- **'Sexual Harassment'** - is any verbal or physical sexual conduct that is unwelcome and uninvited. It may include kissing, embracing, patting, pinching, touching, leering or gestures, questions about a person's private or sexual life, requests for sexual favours, smutty jokes, phone calls, emails, facsimiles or messages, offensive noises or displays of sexually graphic or suggestive material.
- **'Victimisation'** - is punishing or the treatment of an individual unfairly because they have made a complaint, or believes to have made a complaint, or to have supported someone who has made a complaint

Specific principles

- All staff and students have a right to work in an environment free of any form of harassment and discrimination.
- All reports of harassment and discrimination are to be treated seriously, impartially and sensitively.
- Harassment and discrimination, including victimisation and bullying, is unwelcome, uninvited and unacceptable behaviour that will not be tolerated.
- When a staff member is informed of any harassment or discrimination they have the responsibility to take immediate and appropriate action to address it.

- In dealing with all complaints, the rights of all individuals should be respected and confidentiality maintained.
- Whenever possible, all complaints should be resolved by a process of discussion, cooperation and conciliation.
- Both the person making the complaint, and the person against whom the complaint has been made, will receive information, support and assistance in resolving the issue.
- Victimisation is unacceptable and will not be tolerated. No person making a complaint, or assisting in the investigation of a complaint, should be victimised.
- Staff and students should not make any frivolous or malicious complaints. All staff and students are expected to participate in the complaint resolution process in good faith.

Fees and Refund Policy (FRP)

All assessment processes attract fees that are charged directly to the client (student) or to the client's employer, dependent on arrangements made. These are specifically regarding qualifications and Statements of Attainment that may be issued by us or through a third-party arrangement.

Refunds – the following refund policy applies:

The student file will be suspended if the client fails to submit the required evidence or undertake any final interview within three-months from when the invoice was paid. The client will not be refunded for the 60% portion which applies to services already completed. They may receive a Statement of Attainment if the evidence and scope of registration of the RTO permits such an outcome. The client will be eligible for a refund of the 40% component of the course fee if they request it within three-months from when the invoice was paid.

If the final interview reveals that the student is genuinely not competent and there is no reasonable chance that further evidence can be sourced, the full cost associated with all services will be refunded if they request it within three-months from when the invoice was paid.

If after final interview the student is not competent and does not return any agreed additional evidence within three-months, no fees will be refundable. They may receive a Statement of Attainment if the evidence and scope of registration of the RTO permits such an outcome.

If the RTO defaults on more than one interview of evidence collection by not being available within one hour of the scheduled time and the client does not wish to have a third booking attempt, then they may request and be granted a full refund. If they accept the third booking the timeline for completion of the process will be reset to three-months.

Any contentious refund application may be discussed with the client should there be any exceptional circumstances. Such additional consideration is at the discretion of the Director. A lack of interest, motivation or need to complete the qualification or Statement of Attainment is unlikely to be considered.

This policy does not overrule or in any way affect a person's rights under relevant Consumer Law.

Fees paid by an individual. We provide Recognition of Prior Learning (RPL) services. The associated fees for RPL are split into two distinct phases. The first phase is assessment of documentary evidence provided. Fees for this service are generally not invoiced until the collection of evidence has been largely completed and there is a likely expectation that a qualification or Statement of Attainment is able to be issued (this is the completion of assessment services for invoicing purposes). The fees associated with the first phase will generally be 60% of the total costs unless that it exceeds \$1500. If early payment is required before any evidence can be reviewed (such as the client needing a PAID invoice) we will not accept more than \$1500 for any individual qualification or Statement of Attainment until completion of the relevant service phase.

Once there is a likely expectation that the assessment will result in a positive outcome an invoice for the full course costs will be issued. It will include 60% for services already completed and 40% for services yet to be completed. For the delivery of training we will not request payments exceeding \$1500 at any one time.

Fees paid in advance by an organisation. The requirements to cap fees at \$1500 in advance of any service does not apply to an employer or organisation if paid on one invoice, for example, when engaged to provide assessment services to its staff or members or clients.

Replacement of certification. Requests for hardcopy certificates and record of results in addition to those originally provided will incur a \$50 fee for each certificate and its corresponding record of results. This may be waived if the original mail out is damaged in a manner attributable to our method of printing, packaging and postage. Advisement of such must be made within ten business days of the registered mail arrival. The replacement of softcopy certificates and record of results will be provided when it is convenient to us and should not be an “on demand” expectation.

Verification of certificate. The certification process does not include the provision of verification to other parties such as future employers, recruitment services and proof of legitimacy service providers. We will generally provide this service for future employers where time permits. All other occasions will be at our discretion and may incur a fee. Other RTOs (Registered Training Organisations) are to verify through their USI account anything issued by us since the start of 2015. We do not support matters of immigration, visa applications or similar events.

Fees for other outcomes. At times we may provide assessment services under contract or agreement with other RTOs. Those certifications are clearly identified on our website and marketing materials. At the completion of the assessment and invoicing process we will send the client an enrolment form for that other party. On its successful return we will transfer the client’s file to that other party for enrolment, validation of our assessment and issuing of the certification directly to the client. Any invoices from that other organisation will be our responsibility for payment. Should that other party not be able to issue the certification we will attempt to rectify the problem immediately which may require additional evidence from the client or the use of another party. If the certification continues to remain unissued for evidentiary reasons despite client cooperation we will invite the client to a full refund from us after 90 days.

Payment Terms and Conditions (PTC)

The maximum of all fees chargeable by us are clearly identified on our website. Any fees contrary to our publicly accessible website will have been confirmed between the client (student) and us (Hamel Institute) prior to the completion of any services which will avoid placing the client (student) in debt. Fees different to the website are generally due to reductions in cost due to credit transfer or multiple outcomes.

In all situations we will specify all fees that must be paid to us and the terms and conditions of such, including deposits and refunds, prior to enrolment or the commencement of training and assessment. This is achieved as a minimum through:

- this student handbook hyperlinked to the application form on the website,
- confirmation in the application form that the client can access the hyperlink, and
- an introductory email on what will be expected of the client and a hyperlink to the website's fees and the student handbook page.

We will also endeavour to make direct phone contact to reinforce the above and answer any questions from the client. This is usually only absent when a client:

- does not provide such details, or
- is unreachable (such as being overseas or on a shift system rotation), or
- is being represented by a third party (such as their employer or case manager).

We are subject to all relevant consumer protection law that applies in any Australian jurisdiction where we operate. At no stage do we attempt to remove, obscure or negate your lawful consumer rights. These can be accessed by you through the government portal for the Australian Competition & Consumer Commission (ACCC) at <https://www.accc.gov.au>.

There is no "cooling off period" for a RPL client because when payment is made for a qualification or Statement of Attainment that has been issued the service cannot be returned.

Conditions for Success (CS)

To ensure an appropriate and successful process and completion of service for a qualification or Statement of Attainment we use a direct person-to-person process.

We will endeavour to make direct phone contact with a client to facilitate an initial fact-finding interview of their capabilities and requirements. This generally identifies the client's work background, industry proficiency, professional accomplishments and general ability to access evidence of those things. Generally, clients seek advice on what is realistically available to them.

Where it is not possible to make a direct connection with the client there will be a process of correspondence and guidance to ascertain the above. The process is further reinforced with hyperlinks from the:

- application form to this handbook,
- website to:
 - checklists on the client's experience that we can provide feedback on

- information on qualifications from the training.gov.au website
- reports for the client to use with their referee
- assessment activities or challenge tests
- the application
- introductory process email to the:
 - application form
 - fees schedule
 - student handbook
 - USI application process
 - checklists on the client's experience that we can provide feedback on
 - referee reports for the client to use with their referee
 - assessment activities

For RPL we charge a fee for the completion of the initial assessment service and a fee for completing the administrative and certification process.

As a Registered Training Organisation (RTO) we are responsible for the quality of the training and assessment in compliance with the standards of registration under law and for our responsibilities in the correct and timely issuance of qualifications and Statements of Attainment (Australian Qualifications Framework certification documentation) within 30 calendar days of the assessment being finalised.

Generally, clients will engage us through access to our website. Those from other avenues, such as referrals with our contact number or email, are redirected to the website with the process above. As such the website provides in printable electronic copy all current and accurate information that enables the client to make an informed decision about undertaking training and assessment with us. The website in conjunction with this handbook provides our obligations to the client. If you cannot locate the following from the website or have questions about our obligations to you please let us know so we can provide direct hyperlinks and explanations:

- the code, title and currency (refer to definitions above) of the training product to be applied for
- the assessment, and related educational and support services we will provide to the learner including the:
 - estimated duration which for RPL is at the pace of the client and for delivery will be advised directly to the client during initial contact through email and phone (where achievable)
 - expected locations at which it will be provided which for RPL is via phone, email and face to face at a venue agreeable to both parties (where practicable); and for delivery will be at a location confirmed directly with the client
 - expected modes of delivery which for RPL is via phone, email and face to face at a venue agreeable to both parties (where practicable); and for delivery will be face-to-face in a traditional training room platform
 - there **is no** third party that will provide training and/or assessment or related educational and support services to the learner on our behalf
 - there **are no** work placement arrangements
- our responsibilities to the client and their rights, such as complaints and appeals or a change in expected services, as captured by this handbook

- the client's obligations which mainly require an opportunity to engage with them to confirm their capability and requirements along with ethical and professional conduct (also captured by this handbook)
- all materials other than email access, stationary, phone or postal service etc will be provided by us and inclusive of the fee schedule on the website

Guarantee of Service (GS)

We guarantee to complete the assessment process when a client (student) has submitted the required evidence and paid all outstanding invoices.

The assessment process may no longer be possible for an unsuspending file when we no longer:

- have on our scope of registration the qualification or the Statement of Attainment is; or
- conduct business operations as a training organisation; or
- use a contacted party for the delivery or assessment of a qualification or Statement of Attainment.

In the above situations the Director will endeavour to advise the client as soon as practicable within ten business days with an email and text message. The Director will personally work with the client to find another provider, if required, and identify any paid fees to be returned. Any client (student) that discontinues contact with us without prior arrangement for more than three-months will cause their file to be suspended and therefore void this guarantee of service.

Third Party Providers (TPP)

We do not use student recruitment services or agents who assess for us as the RTO.

Government Funding Arrangements (GFA)

We do not provide government training entitlements or subsidy arrangements for the delivery of services.

Nationally Recognised Assessment (NRA)

We only market and publicly disclose nationally recognised assessment processes leading to the issuance of qualifications and Statements of Attainment (Australian Qualification Framework certification documentation). Any non-formal training or assessment delivered by us will only be arranged directly with the client or organisation representative, it will be clear that it is not nationally recognised and it will not appear:

- on our RTO website
- in this RTO handbook
- through our RTO marketing or advertising

Student Assessment Records (SAR)

We are committed to maintaining and safeguarding the accuracy, integrity and currency of records without jeopardising a student's privacy.

Individual student records will be stored in a secure area. Our electronic records are stored and backed up weekly and are protected by password access. We further protect our records by maintaining up to date virus, firewall and spyware protection software.

We will retain student results for a period of not less than 30 years.

All other records including taxation records, business and commercial records will be retained as per legislative requirements.

Access to individual student assessment records will be limited to those who require those records for specific purposes including:

- trainers and assessors to access and update the records of the students with whom they are working
- management and administration staff as required to ensure the smooth and efficient operation of the business
- officers from the regulator or their authorised representatives
- people as are permitted by law to access these records (e.g. subpoena / search warrants / social service benefits / evidence act)
- student's authorising release of specific information to third parties in writing

Access and Equity (AE)

We are committed to ensuring that we offer assessment opportunities to all people irrespective of their gender, culture, linguistic background, race, socio-economic background; disability, age, marital status, pregnancy or sexual orientation.

Where we do not have the resources, skills and knowledge to accommodate someone we will endeavour to support them in finding an RTO that can.

Any issues or questions regarding access and equity can be directed to the Director.

Qualification or Statement of Attainment (QSA) Completion

The completion of the enrolment process, the settlement of all accounts, the successful finalisation of the overall assessment and the correct verification of your USI (Unique Student Identifier) will deem you entitled to your qualification (a testamur) and record of results (unit of competency outcomes) or Statement of Attainment within 30 calendar days.

Language, Literacy and Numeracy (LLN) Assistance

Our course and RPL process may contain:

- written documentation you must be able to read
- written assessment you may be required to submit
- general numerical calculations

We recognise that not all people are able to easily write and perform calculations to the required standards.

We will endeavour to help where we can to accommodate anyone with difficulties with language, literacy or numeracy.

If a student's needs exceed our skill or resources, we will refer the student to an external support provider. **Additional costs for such support are the responsibility of the client. Hamel Institute will not engage such services on behalf of the client nor pay any fees associated.**

Support, Welfare and Guidance (SWG)

- We will assist all students in their genuine efforts to complete our programs.
- If you are experiencing any difficulties contact the Director to identify potential support arrangements.
- If your needs exceed our realistic capability you may consider additional support by contacting:

Police/Fire/Ambulance

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Interpreting Services

<https://www.tisnational.gov.au/>

If at risk

<https://www.respect.gov.au/services/>