



# Student Handbook 2023



Acacia Education & Training  
(hereafter Acacia)  
ABN 66 132 666 338. Registered Training Organisation  
(RTO) No. 91469.

Ph: (02) 4751 2300 Fax: (02) 8580 5699  
Email: [info@acaciaeducation.edu.au](mailto:info@acaciaeducation.edu.au) Website:  
[www.acaciaeducation.edu.au](http://www.acaciaeducation.edu.au)

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## Introduction

Welcome to Acacia and congratulations on beginning the next step to further education. We encourage you to become familiar with the guidelines set out in the handbook as it contains important information about our training services and the commitments we make to you as our student.

Acacia is a Registered Training Organisation (RTO) who offer nationally recognised training. A full list of qualifications offered by Acacia can be found at:

<https://training.gov.au/Organisation/Details/91469>

Note: not all qualifications listed may be available for Government Subsidised Training.

## Contact Details

All students will be provided with the contact details for their trainer and assessor for the duration of their course. Should a student need to contact Acacia directly, please email [info@acaciaeducation.edu.au](mailto:info@acaciaeducation.edu.au) or call (02)4751 2300.

## About Vocational Education and Training (VET)

VET aims to provide people with the skill and knowledge they require to:

- Enter the workforce for the first time
- Re-enter the workforce
- Train or re-train for a new job
- Upgrade skills
- Progress into further study including further VET or university courses

## Our Trainers and Assessors

At Acacia, we pride ourselves on providing all students with access to a qualified trainer and assessor for the duration of their course. All trainers and assessors at Acacia have:

- Demonstrated achievement of at least Certificate IV in Training and Assessment or equivalent
- Demonstrated vocational competencies at least to the level of those being delivered and assessed
- Industry experience and currency that is relevant to the training that they are involved in delivering and assessing; and
- Current Working with Children Check or equivalent where required

## Marketing

Acacia abides by strong ethical standards in relation to marketing our services. We market vocational education and training products with integrity, accuracy, professionalism, avoiding vague and ambiguous statements.

As a student of Acacia, you may from time to time receive marketing material or special offers via email. You may unsubscribe to these at any time.

## Enrolment

All applications for enrolment will be given full and equitable consideration. Where there are conditions of enrolment, pre-requisites applied to a course, or government funding available, this will be clearly stated at the point of application.

## Personal Details

Acacia will collect personal information required for enrolment into a course. It is the students responsibility to ensure that they are providing accurate and correct information and provide updates to any personal information to Acacia.

## Recruitment and Selection of Students

Acacia will:

1. advise prospective students of:
  - a. its Scope of Registration;
  - b. application processes and selection criteria;
  - c. fees and costs involved in undertaking the training;
  - d. qualifications to be issued on completion or partial completion of courses;
  - e. competencies to be achieved during training;
  - f. assessment procedures including Recognition of Prior Learning;
  - g. grievance procedure;
  - h. equipment provided and required;
  - i. student support services.
2. recruit students in an ethical and responsible manner consistent with the requirements of courses.
3. ensure that application and selection processes are explicit and defensible, and equity and access principles are observed.

## Enrolment process

Online application forms are available to complete when applying for a course with Acacia. The links to these forms can be found on our website under the course you wish to apply for. Alternatively, a link can be directly emailed to you when you enquire about one of our courses.

All prospective students are required to complete the application form in full, which has space for you to provide a copy of colour ID and copies of any other relevant documentation such as Centrelink Income Statements, VISA documents, USI transcript and/or any Certificates/testimurs from previously completed courses.

Once your application has been received, Acacia's Administration team will consider the application and check for suitability for the course and eligibility/availability of any Government funding. The applicant will then be contacted to confirm the application details and any other details.

- **Application form** – All information provided on the application form will be available to Acacia, Training Services (if applicable) and the National Centre for Vocational Education and Research (NCVER). This information is used for research, statistical analysis, program evaluation, post completion surveys and internal management purposes in accordance with Acacia's privacy policy.
- **Language Literacy and Numeracy (LLN)** – The LLN is designed to identify where additional training and support resources may be needed (to help you overcome LLN barriers) during your training and/or assessment. If support requirements are identified, the following is a guide of support services that may be provided. Some part qualification programs/ individual units of competency will not require an LLN to be completed.

Individual Need	Support Service
Minor LLN deficiency that would inhibit course participation	May use reasonable adjustment during certain assessment activities. Could include phone calls or face-to-face visits or additional support via email. Verbal assessment may be provided.
Significant LLN deficiency that would prevent participation and completion of the course	Refer to a local provider or TAFE to complete an LLN enhancing course.
Recognised difficulties in studying and learning	Scheduled one-on-one support sessions at regular intervals throughout the program. These can be used to engage the student and have verbal discussions about the content.

- **Pre-Enrolment Discussion** - For full qualifications, a member of the Acacia team will contact the applicant and conduct a Pre-enrolment discussion. This allows the applicant to get some more information about the qualification they have applied for and also a chance to discuss any previous skills or knowledge that will support the application.
- **Training Plan** – All students will be provided with a Training Plan which outlines all of the specific details relevant to their individual training instance. The Training Plan includes the details of the training they are undertaking, the individual units of competency, the plan for when each unit should be completed and also outlines any additional needs, resources or support that will be required for the duration of the student’s study.

## Smart and Skilled

Many of Acacia’s courses have subsidised funding available through the NSW Government Smart and Skilled funding.

To be eligible to receive subsidised training through Smart and Skilled, applicants must be:

- 15 years old or over and no longer at school
- Living or working in NSW
- An Australian citizen, Australian permanent resident, humanitarian visa holder or New Zealand citizen

## Smart and Skilled Subsidised Scholarships

To be eligible for a Smart and Skilled scholarship, individuals must meet the basic eligibility criteria above, the rules for the relevant program, and:

- Be aged 15 - 30 years, and be eligible for a concession fee (e.g. a Commonwealth Government welfare recipient) or
- Meet the Out-of-Home Care definition at the time of enrolment and are:
  - Aged 15-17 years and currently in out-of-home care, or
  - Aged 18-30 years and previously have been in out-of-home care or
- Be aged 15 or over and disclose (self-declare) at enrolment that they meet the domestic and family violence definition
- If you have disability and can provide supporting evidence.



Individuals are eligible for one subsidised scholarship per financial year.

Please visit the following website for more information and to assess your eligibility

<https://smartandskilled.nsw.gov.au/for-students/fee-free-scholarships>

*Aboriginal and Torres Strait Islanders who are eligible, are exempt from fees for any Smart and Skilled course*

*Smart and Skilled - This training is subsidised by the NSW Government*

- **Concession** – It is important that you provide details of any concession that you may be entitled to when you submit your application for enrolment. Some concessions may result in a reduction in course fees\*. Concession evidence must be provided upon application. Concession evidence is based on the following:

- |                                       |  |
|---------------------------------------|--|
| - Age pension                         | - Austudy                                  |
| - Carer payment **                    | - Disability support pension               |
| - Farm household payment              | - Family tax benefit Part A (maximum rate) |
| - Newstart allowance ***              | - Parenting payment (single)               |
| - Special benefit                     | - Sickness allowance                       |
| - Veterans' Children Education Scheme | - Veterans' Affairs Pension                |
| - Widow B Pension                     | - Widow allowance                          |
| - Wife pension                        | - Youth allowance                          |

\*Concession only applies to Government funded enrolments and not fee for service enrolments.

\*\* This category does not include the Carer Allowance or Carer Adjustment Payment

\*\*\* Excludes new entrant trainees

## Disability Supplement

Disability in this context does not include short-term disabling health conditions such as a fractured leg, influenza, or corrected physical conditions such as impaired vision managed by wearing glasses or lenses. The purpose of the disability supplement is to provide additional information to assist with answering the disability question/s in the enrolment form. If you indicate the presence of disability, impairment or long-term condition, please select the area(s) from the following list:

- ***Hearing/deaf Hearing impairment*** is used to refer to a person who has an acquired mild, moderate, severe or profound hearing loss after learning to speak, communicates orally and maximises residual hearing with the

assistance of amplification. A person who is deaf has a severe or profound hearing loss from, at, or near birth and mainly relies upon vision to communicate, whether through lip reading, gestures, cued speech, finger spelling and/or sign language.

- **Physical** A physical disability affects the mobility or dexterity of a person and may include a total or partial loss of a part of the body. A physical disability may have existed since birth or may be the result of an accident, illness, or injury suffered later in life; for example, amputation, arthritis, cerebral palsy, multiple sclerosis, muscular dystrophy, paraplegia, quadriplegia or post-polio syndrome.
- **Intellectual** In general, the term 'intellectual disability' is used to refer to low general intellectual functioning and difficulties in adaptive behaviour, both of which conditions were manifested before the person reached the age of 18. It may result from infection before or after birth, trauma during birth, or illness.
- **Learning** A general term that refers to a heterogeneous group of disorders manifested by significant difficulties in the acquisition and use of listening, speaking, reading, writing, reasoning, or mathematical abilities. These disorders are intrinsic to the individual, presumed to be due to central nervous system dysfunction, and may occur across the life span. Problems in self regulatory behaviours, social perception, and social interaction may exist with learning disabilities but do not by themselves constitute a learning disability.
- **Mental illness** Mental illness refers to a cluster of psychological and physiological symptoms that cause a person suffering or distress and which represent a departure from a person's usual pattern and level of functioning.
- **Acquired brain impairment** Acquired brain impairment is injury to the brain that results in deterioration in cognitive, physical, emotional or independent functioning. Acquired brain impairment can occur as a result of trauma, hypoxia, infection, tumour, accidents, violence, substance abuse, degenerative neurological diseases or stroke. These impairments may be either temporary or permanent and cause partial or total disability or psychosocial maladjustment.
- **Vision** This covers a partial loss of sight causing difficulties in seeing, up to and including blindness. This may be present from birth or acquired as a result of disease, illness or injury.
- **Medical condition** Medical condition is a temporary or permanent condition that may be hereditary, genetically acquired or of unknown origin. The condition may not be obvious or readily identifiable, yet may be mildly or severely debilitating and result in fluctuating levels of wellness and sickness, and/or periods of hospitalisation; for example, HIV/AIDS, cancer, chronic fatigue syndrome, Crohn's disease, cystic fibrosis, asthma or diabetes.

- **Other** A disability, impairment or long-term condition which is not suitably described by one or several disability types in combination. Autism spectrum disorders are reported under this category.

## Unique Student Identifier (USI)

Prior to applying to enrol with Acacia, you will be required to create a USI if you do not already have one. It is free to create at <https://www.usi.gov.au/students/get-a-usi>

All students who are undertaking accredited training with Acacia are required to provide a USI number to Acacia. All records of accredited training are then stored under your USI number. For more information about the use of USI and their Privacy Policy, please go to: <https://www.usi.gov.au/about-us/privacy/privacy-policy>

All students of Acacia are asked to set their access permissions to allow Acacia access to view their USI transcript if you are wanting Credit Transfers applied to the course you are enrolling into. This is so that we can check for any credit transfers that may be able to be applied. For more information on this and how to set access please go to: <https://www.usi.gov.au/students/give-provider-access>

## Recognition of Prior Skills

### Recognition of Prior Learning

Recognition of Prior Learning (RPL) is a form of assessment used to determine whether a person has achieved, through formal or informal learning and experience, the required learning outcomes of a module or modules.

Acacia will accept and mutually recognise the qualifications and Statements of Attainment awarded by any other RTO (Registered Training Organisation) as part of an RPL, or Credit Transfer application.

### Credit Transfer

Credit Transfer (CT) means gaining credit for units completed in another course or qualification, either with Acacia or another RTO (Registered Training Organisation). The student will have been issued a Statement of Attainment or Certificate which contains the unit, and which are to be provided to Acacia to apply for Credit Transfer.

- **Policy**
  1. Skills recognition assessment (including RPL) shall be available to all prospective candidates.

2. Applications for skills recognition assessments will be managed and assessed efficiently by a person or persons with appropriate expertise.
  3. Skills recognition assessment processes will be valid, reliable, flexible and fair. Evidence collected to support this process will be valid, sufficient, current and authentic.
  4. Acacia will ensure that recognition of an individual's learning and skills are considered in any RPL, or CT application, irrespective of how or where they have been acquired. Candidates may apply for recognition of their learning and skills by supplying evidence of:
    - a. Previous recognised training undertaken;
    - b. Work and life experiences;
    - c. Non-formally recognised training undertaken.
  5. Skills recognition assessments and outcomes will be recorded, and relevant qualifications/Statements of Attainment will be issued where applicable.
- **Procedure**
    1. Information and advice on making application for skills recognition assessment can be obtained from your trainer/assessor or from Acacia Administration on  
(02) 4751 2300 or email [info@acaciaeducation.edu.au](mailto:info@acaciaeducation.edu.au)
    2. No additional fees are charged for RPL or CT assessments.
    3. Candidates should lodge their application with Acacia by mail, email or by lodging in person with an Acacia staff member.
    4. Applications should include a completed "RPL or CT Application Form". Please contact Acacia should you require a form.
    5. Candidates may be invited to attend an conversation to discuss the application. Further information/documentation may be requested.
    6. An assessment and verification of the application will be undertaken.
    7. Applicants will be notified of the assessment decision. Where applicable, exemptions/credits will be given and recorded, and qualifications/Statements of Attainment issued.
    8. Candidates may appeal a decision. Please refer to the section "Complaints and Appeals".
    9. Candidates seeking Credit Transfer must produce the original documentation or a certified copy of the document. By applying for Credit Transfer, the student authorises Acacia to contact the issuing RTO

to verify the authenticity of the qualifications or Statements of Attainment. Acacia reserves the right to do so by contacting the issuing RTO and/or referral to [training.gov.au](http://training.gov.au)

## Course Delivery

Acacia will:

1. provide all training and assessments and practical activities once the student has commenced study in their chosen qualification or course of study, unless the student submits written notification of their decision to withdraw;
2. ensure, if applicable, that a current copy of the accredited course curriculum/endorsed Training Package and information regarding the program of study, availability of learning resources and appropriate support services are available to students;
3. ensure that training and assessment occur, where applicable, in accordance with the requirements of the accredited course/endorsed Training Package and, where appropriate, the State or National guidelines for customising courses;
4. ensure all accredited courses are within its Scope of Registration;
5. provide a Student Evaluation Report at mid-way (if applicable) and at completion of courses.

## Acacia's Training Environment

Acacia will:

1. comply with all laws relevant to the operation of training premises including workplace health and safety and fire safety regulations.
2. ensure any training premises used are of adequate size and have adequate heating, cooling, lighting and ventilation.
3. ensure that training facilities, equipment and other resource materials are adequate for the course or module and are maintained in good order and repair.

## Face-to-Face/Classroom

Students will attend the scheduled face-to-face classroom days with direct access to their trainer and assessor. All assessment resources including learning materials will be provided in a hard copy format. Students will be provided with access to a laptop

computer with internet access and Microsoft Office suit (including Word, PowerPoint, Excel and Publisher). Students are not permitted to use laptops for personal use including downloading programs, videos or accessing websites that are not required for the completion of assessment activities. All Acacia equipment remains the property of Acacia and must not be removed from the premises.

Assessments will take place in the training area, or simulated workplace. During the process you may be asked questions and have a chance to show evidence of your achievements.

It is your trainer's/assessor's responsibility to ensure that all students receive the full scope of information and knowledge required to complete your assessments. Students have a right to have access to a trainer during pre-arranged training sessions. Their trainer must provide adequate notice if unable to attend. A student has the right to contact Acacia or their trainer for assistance at any time during business hours and, if they are unable to contact the relevant person immediately, a scheduled return call/contact is to be made by Acacia staff.

### **Acacia eCloud**

Students will have access to the online learning platform using their email address and personalised password. Access to the designated trainer and assessor is available by phone or email. All resources including assessments, learner guides and supplementary materials are provided within the portal. Students are able to type their responses and upload evidence where required directly into the portal. Students submit their assessment parts through the portal directly to their trainer and assessor. Students will need to have their own access to relevant resources such as laptop or computer, internet and Microsoft Office suit (depending on course).

1. All students must have reliable access to the internet.
2. All students must have a valid email address.
3. Each user is entirely responsible for maintaining the confidentiality of their account and password.
4. Logins are specific to each individual user and can, at no time, be shared among users.
5. It is the sole responsibility of the user to keep login details secure and confidential. Acacia will not be held liable for any loss or damage arising from your failure to comply with these obligations.
6. All students are required to complete their units in the allocated time period (normally 12 months), otherwise additional charges may be incurred.

## Workplace Delivery

Workplace delivery is 'on the job' with the assistance and support from your employer. This mode is generally used for traineeships but may also be used for students who work in the industry of which they are studying but are not employed as a trainee. The trainer/ assessor will work with the employer to prepare a training plan to help achieve your learning outcomes and goals. Students will need to have their own access to relevant resources such as laptop or computer, internet and Microsoft Office suit (depending on course) assessments by hard copy, electronic (fillable PDF) or on Acacia eCloud.

Assessments will be flexible and centred on your daily work tasks. Assessment is used to give you feedback on your progress and measure your skills and knowledge against the qualification requirements and the requirements of your industry.

Your trainer/assessor works in partnership with your employer to perform the assessment responsibilities. Assessments will normally take place with your employer while the trainer/assessor observes your progress. During the process, you may be asked questions and have a chance to show evidence of your achievements.

It is the trainer's/assessor's responsibility to ensure you receive the full scope of information and knowledge required to complete your assessments.

Your designated trainer/assessor will make scheduled visits during which they will:

- a. develop a training plan with you and your employer;
- b. help to identify and assess your current skills and knowledge;
- c. help your employer to develop training strategies;
- d. look at workplace documents which help demonstrate your skills and knowledge required;
- e. discuss any workplace projects that have resulted from the traineeship/course;
- f. ask questions seeking information about your work practices;
- g. seek to source any training resources and equipment required;
- h. observe you at your workplace
- i. help arrange any off-the-job training if this is required;
- j. review your progress to examine whether the on-the-job training is leading towards the level of skill required in the traineeship/course;
- k. monitor your progress throughout the training plan;

- l. confirm any workplace assessments your employer has carried out;
- m. assess the skills during the term of the training program and ask you and your employer to sign off when assessments are undertaken
- n. record the progress on file and store this information confidentially;

ensure that a qualification is issued on completion of the training program. As a trainee, you must be withdrawn from work duties to undertake structured training and assessment activities. Withdrawal time is paid work time. The minimum release times for trainees within NSW is 3 hours per week whether they are full time or part time.

You will be provided with a Release Hours Logbook for each individual unit of competency where you can record the hours you have been withdrawn from work duties for each unit. These hours must be signed off by you, your employer and your trainer/assessor.

If you are not meeting the requirements of being withdrawn from routine work duties for the applicable minimum time, Acacia has an obligation to report the matter to the relevant State Government Training Department within 21 days of it being reported to Acacia.

### **Assessment Submissions and Re-submissions**

The assessments you will be undertaking for Nationally Recognised Training are normally competency-based, meaning you are not assessed or compared to anyone else and there is no grading such as a percentage, a mark, a grade, or pass/fail. You will be deemed 'Competent' or 'Not Yet Competent' and you will have the entire duration of the course to demonstrate competency.

The competencies required and assessments for your course are to be clearly stated to you at the beginning of the course.

All trainers/assessors are bound by a code of practice to ensure assessments are valid, reliable, flexible and fair. The trainer/assessor will seek evidence to confirm achievement of the stated competencies in your course. More than one competency may be assessed at any given time.

Assessments must be submitted in line with the Individual Training Plan dates and in line with the requirements of their chosen mode of delivery (see above). If extensions are required, this must be discussed with the trainer and assessor and a Training Plan amendment must be made to allow for the extra time needed.

Students are given the opportunity to re-attempt any assessment activity if they do not complete it to a satisfactory standard on the first attempt.



The following types of assessment methods may be utilised:

- a. Theory (short answer)
- b. Presentation/demonstration
- c. Case study
- d. Essays or written reports
- e. Projects
- f. Verbal Questioning
- g. Workplace observations
- h. Third party reports

Do not regard your assessments as examinations. Your trainer/assessor simply needs to know which competencies from your course you have mastered, and which competencies require further practice, and the trainer/assessor will be flexible in the assessment methods used.

### **Assessment Feedback**

All assessment tasks undertaken will be assessed and you will be given feedback on your outcomes from those assessments. This feedback will be constructive and, if you are found to be 'Not Yet Competent', your assessor will explain to you why, and what you need to do to gain competency.

### **Course Completion**

Upon successful completion of a qualification with Acacia, you will be issued with a Certificate or Statement of Attainment showing the units of competency you achieved within 30 days of completion.

A statement of attainment or Certificate will not be issued, if you have not signed and returned your training plan.

If any fees are still owing, a Certificate or Statement of Attainment will not be issued until fees are paid in full.

### **Trainees**

If you are a trainee, you have until the contract end date to complete your course. If you complete the course earlier than the contract end date, you will be considered an early completion and will no longer be considered a trainee. This will require the approval of your employer.

## Non-trainees

You have 3-18 months to complete your course (depending on the qualification – please refer to your specific course information brochure). Fees may apply if you require an extension on your non-funded course.

## Withdrawal from Course

If a student of Acacia decides to withdraw from a course, they are required to make this request in writing by either sending an email to their trainer directly or emailed directly to [info@acaciaeducation.edu.au](mailto:info@acaciaeducation.edu.au)

If withdrawal occurs after 28 days from enrolling or after course commencement (whichever comes first) all fees are still payable and no credential will be issued for any completed work until said fees are paid in full.

## Complaints and Appeals

Acacia recognises the need for students, staff and other clients to have confidence that Acacia will deal with grievances in a fair and equitable manner based on procedures that are appropriate, accessible and easily understood.

**Complaints** can generally be directed at the general performance of Acacia or its staff in the delivery of our services.

**Appeals** may be lodged against an assessment decision or complaint outcome. For assessment appeals refer to the section below.

In the first instance complaints or appeals should be discussed informally with the staff or trainers/assessors involved. Where possible, disputes are managed and resolved informally. However, if the complaint or appeal cannot be resolved informally the student can submit a formal complaint / appeal form. If you require a form, please contact Acacia.

The complaint or appeal will be dealt with promptly. All formal complaints and appeals are to be directed to, and will be dealt with by, the CEO of Acacia Group Pty. Ltd. Contact will be made within 10 working days to arrange a time to discuss your complaint or appeal. You are welcome to bring a friend or advocate to this meeting if that is your choice. Internal complaints and appeal services are free of charge.

### Assessment Appeal

If you do not agree with an assessment outcome you should first discuss the matter with the trainer/assessor concerned. If the issue cannot be resolved at this point,

then you may lodge a Complaint / Appeal Form with the CEO as above.

You will be provided with a written outcome on your case including the rationale for the decision. If you are satisfied with the resolution agreed, actions will be implemented, and the complaint or appeal will be closed.

### External Complaints and Appeals

Where no mutually acceptable resolution can be found, you may wish to have the matter dealt with through an external resolution process facilitated by bodies such as:

- NSW Fair Trading [www.fairtrading.nsw.gov.au/](http://www.fairtrading.nsw.gov.au/)

This NSW government department provides information and assistance for consumer issues.

- Training Services NSW

For programs funded by the NSW Government (such as Smart and Skilled Programs), students may wish to contact Training Services NSW's Customer Support Centre regarding any unresolved complaints or appeals on Ph: 13 28 11 to be directed to your nearest office, or use the enquiry form at [https://www.training.nsw.gov.au/build/online\\_forms/general\\_enquiry\\_form.htm](https://www.training.nsw.gov.au/build/online_forms/general_enquiry_form.htm)

- Australian Skills Quality Authority

ASQA accepts complaints about training providers from all members of the community. ASQA is not a consumer protection agency and cannot act as an advocate for individual students. However, all complaints are used to inform regulatory activities. Ph: 1300 701 801 Email: [enquiries@asqa.gov.au](mailto:enquiries@asqa.gov.au)

### Record Keeping

A written record of all complaints handled under this procedure and their outcomes will be maintained for a period of five years. These records will remain with the student's file and cannot be accessed without a written request to the CEO.

### Student support

Acacia supports students to achieve their learning goals and to achieve satisfactory progress towards meeting the learning outcomes of the course by attempting to:

- provide the opportunity for students to participate in services designed to assist them in meeting course requirements.

- provide the opportunity for students to access welfare-related support services to assist with issues that may arise during their study, including course progress requirements.

If you feel you need additional support to successfully complete your course, contact your trainer/assessor who will attempt to arrange the support services required.

## **Student Code of Conduct**

All Acacia students are required to act in a courteous and professional manner. We ask that you participate positively in discussions and activities with your trainer and your fellow participants.

If you are ill for longer than a 2-week period, you are to advise your trainer in writing of your upcoming absence. Where applicable, a doctor's certificate is to be sighted by your trainer.

You are to follow the instructions of your teacher/trainer and other Acacia staff, act in accordance with any signage at any training facility and follow any directions of Acacia staff members, as long as they are lawful. You are to complete any reading, assessments and other learning tasks as directed by your teacher/trainer, as long as they are lawful.

We ask that you do not bring drinks or food into training rooms, however bottled water is accepted.

## **Workplace Health and Safety (WH&S)**

All students are to ensure they act in accordance with applicable WHS requirements. You must not act in a way that endangers yourself, other participants, visitors to Acacia or visitors to any training premises being used by Acacia, or Acacia staff. You must also advise an Acacia staff member if you observe any potential WHS risks, and of any incidents where a person has been injured or could have been injured.

## **Drugs, Alcohol and Smoking**

Students must not bring onto any premises where Acacia conducts training and assessment, any illegal drugs, nor consume, or be under the influence, of any such drugs whilst participating in any Acacia class or learning activity.

Students must not consume, or be under the influence of, alcohol whilst on any Acacia premises or premises being used by Acacia, when on work placement, or

while participating in any Acacia class or activity. Students of any age are not permitted to bring any alcohol onto Acacia premises.

Where a student is, or is suspected to be, under the influence of drugs or alcohol, the trainer/assessor will ask the student to leave the training premises and the student will be issued with a written misconduct warning. In the event of a recurrence, the student will be immediately withdrawn from the course.

Acacia premises, and any other training premises used by Acacia Education & Training, including amenities and grounds surrounding the premises, are strictly non-smoking areas. You are not to smoke anywhere in these premises nor within 10 metres of the building perimeter.

### **Plagiarism**

Plagiarism is the practice of taking someone else's work or ideas and passing them off as one's own. It is required that all work submitted is the student's own work and all evidence submitted must show that it was created by themselves. Plagiarism will not be accepted by Acacia and where it has been detected that a student has plagiarised, the trainer/assessor will return the work to the student and provide an opportunity to re-submit said assessment.

If continued plagiarism occurs, Acacia may suspend the student from their course which may lead to withdrawal.

### **Access to Records**

All student records, such as personal details and records of participation and progress are kept within a secure area (both electronic and hard files). An electronic record of each Student's enrolment and participation is kept on the Student Management System for a period of 30 years; this record is secure and is only accessible by select employees of Acacia.

All students have the right to access their record of participation and progress within a timely manner. To access their records students are required to forward a request in writing to Acacia. If the student wishes to provide a third party with access to their records, they should state this in their formal request in writing.

Acacia will provide, within 48 business hours of receiving the written request, a transcript of the student's participation and progress.

## Fees

### Course fees

Course fees are payable upon enrolment and payment must be cleared prior to the commencement of training. In certain circumstances, where pre-arranged, payments may be made by instalments.

No credentials will be issued until all fees are paid in full.

### Additional fees

There is no additional fee for the issue of original Certificates and Statements of Attainment.

A fee of \$30 will be applied, however, for the re-issue of Certificates and Statements of Attainment in the event of loss, or if Certificates or Statements of Attainment have not been received due to a student not having notified Acacia of a change of address prior to the qualification being posted.

### Course extension fee

Depending on the course you are enrolled in, fees may apply for extension of your course if you do not complete by the designated training end date.

### Credit Transfer or Recognition of Prior Learning

*For funded courses* (Smart and Skilled) there are no additional fees for CT or RPL. The student fee may be reduced once CT or RPL is applied. This will be on a case by case basis.

For non-funded courses a \$50 non-refundable upfront fee is required to determine eligibility for RPL, if successful, the \$50 is deducted from the full cost. If not successful, the \$50 is forfeited and the full course price is charged.

No additional fee is charged for Credit Transfer however, \$50 per unit being credited will be deducted from the full qualification cost.

### Payment Plans

Payment Plans may be available for courses with Acacia. The plan will vary depending on the course. Please contact Acacia on (02) 4751 2300 or [info@acaciaeducation.edu.au](mailto:info@acaciaeducation.edu.au) to discuss a payment plan.

### Refund Policy

Course fees are generally non-refundable once a student has commenced a course, however, fees will be refunded in the following cases:

1. In the event of courses not commencing or continuing due to provider default, e.g.:
  - a. The course does not start on the agreed day
  - b. The course ceases to be provided at any time after it starts but before it is completed.
2. If a student cancels their enrolment prior to course commencement or within 28 days of enrolment (providing no completed assessments have been submitted)

If an assessment had been deemed competent within 28 days and student withdraws, \$100 per competent unit shall be payable.

If a student requests to withdraw after 28 days of their enrolment, and there are fees owing (including payment plans or future scheduled payments) all fees will still be required to be paid in full.

In the event of refunds issued for student cancellation (item 2 above), Acacia reserves the right to deduct from such refund any administration or enrolment fees, or the reasonable cost of administration or other costs incurred in processing the enrolment.

In exceptional circumstances such as serious illness of the student, matters of a compassionate nature such as the death or serious illness of an immediate family member, students who wish to withdraw from a course after commencing the course may apply for a partial, pro-rata refund of course fees. Acacia reserves the right to retain, in addition to the pro-rata portion of the course fees per the amount of the course completed or attended by the student, that portion of any fees required to recover costs such as for administration or learning resources created or issued, or costs of assessments already performed.

All refund requests must be in writing, together with any supporting documentation if applicable, and will be subject to the consideration of Acacia.

Refunds will be made via Electronic Funds Transfer, and sufficient time should be allowed for inter-bank processing of such transfers.

This policy does not remove or infringe upon the right to take further action under Australia's consumer protection laws.

## Privacy Statement

Acacia is committed to respecting the privacy of its clients. The following policy discusses how personal information received by Acacia will be dealt with.

Acacia is required by law to comply with the provisions of the Privacy Act 1988 (also sometimes referred to as the Privacy Principles Act or the Personal Information Privacy Principles Act) in dealing with its customers.

### Information Protection Principles

Acacia must not do anything, or engage in any practice, that contravenes any information protection principles contained in the Privacy Act. In particular, Acacia declares that it will:

1. not collect personal information unless:
  - a. the information is collected for a lawful purpose that is directly related to a function or activity of Acacia, AND
  - b. the collection of the information is reasonably necessary for that purpose;
2. not collect personal information by any unlawful means;
3. collect the information directly from the individual;
4. make the individual to whom the information relates aware of:
  - a. the fact that the information is being collected, AND
  - b. the purposes for which the information is being collected, AND
  - c. the intended recipients of the information, AND
  - d. whether the supply of the information by the individual is required by law or is voluntary, and any consequences for the individual if the information (or any part of it) is not provided, AND
  - e. the existence of any right of access to, and correction of, the information, AND
  - f. the name and address of Acacia where the information is collected and held.
5. ensure that any information collected is relevant to purpose and is not excessive;
6. ensure that the information is kept for no longer than is necessary, that the information is disposed of securely and that the information is protected against loss, unauthorised access, use, modification or disclosure, etc;
7. ensure that reasonable steps are taken to prevent unauthorised use or disclosure of the information;
8. help an individual to ascertain whether Acacia holds personal information relating to them, and, if so, the nature of that information, its purpose, and their entitlement to gain access to the information;
9. provide the individual with access to the information;



10. make appropriate amendments (whether by way of corrections, deletions or additions) to ensure that the personal information is accurate, relevant, up-to-date, complete and not misleading;
11. attach to the information, in such a manner as is capable of being read with the information, any statement provided by that individual of any amendment sought;
12. notify recipients of that information of the amendments made;
13. not use the information without ensuring that the information is relevant, accurate, up-to-date, complete and not misleading;
14. not use the information for a purpose other than that for which it was collected unless:
  - a. the individual to whom the information relates has consented to the use of the information for another purpose, OR
  - b. the other purpose for which the information is used is directly related to the purpose for which the information was collected, OR
  - c. the use of the information for that other purpose is necessary to prevent or lessen a serious and imminent threat to the life or health of the individual to whom the information relates or of another person;
15. not disclose the information to a third party unless the disclosure is necessary to prevent or lessen a serious and imminent threat to the life or health of the individual concerned or another person, or the individual to whom the information relates has consented to the disclosure of the information to a third party;
16. ensure that, if personal information is disclosed to a person or body that is a public-sector agency, that agency does not use or disclose the information for a purpose other than the purpose for which the information was given to it;
17. not disclose personal information relating to:
  - a. an individual's ethnic or racial origin; OR
  - b. political opinions; OR
  - c. religious or philosophical beliefs; OR
  - d. trade union membership; OR
  - e. health or sexual activities.

## Privacy Notice

### Why we collect your personal information

As a registered training organisation (RTO), we collect your personal information so we can process and manage your enrolment in a vocational education and training (VET) course with us. If a prospective student does not provide us with their personal information, they will not be able to be enrolled as a student.

### How we use your personal information

We use your personal information to enable us to deliver VET courses to you, and otherwise, as needed, to comply with our obligations as an RTO.

### How we disclose your personal information

We are required by law (under the *National Vocational Education and Training Regulator Act 2011* (Cth) (NVETR Act)) to disclose the personal information we collect about you to the National VET Data Collection kept by the National Centre for Vocational Education Research Ltd (NCVER). The NCVER is responsible for collecting, managing, analysing and communicating research and statistics about the Australian VET sector.

We are also authorised by law (under the NVETR Act) to disclose your personal information to the relevant state or territory training authority.

### How the NCVER and other bodies handle your personal information

The NCVER will collect, hold, use and disclose your personal information in accordance with the law, including the *Privacy Act 1988* (Cth) (Privacy Act) and the NVETR Act. Your personal information may be used and disclosed by NCVER for purposes that include populating authenticated VET transcripts; administration of VET; facilitation of statistics and research relating to education, including surveys and data linkage; and understanding the VET market.

The NCVER is authorised to disclose information to the Australian Government Department of Employment and Workplace Relations (DEWR), Commonwealth authorities, State and Territory authorities (other than registered training organisations) that deal with matters relating to VET and VET regulators for the purposes of those bodies, including to enable:

- administration of VET, including program administration, regulation, monitoring and evaluation
- facilitation of statistics and research relating to education, including surveys and data linkage

- understanding how the VET market operates, for policy, workforce planning and consumer information.

The NCVET may also disclose personal information to persons engaged by NCVET to conduct research on NCVET's behalf.

The NCVET does not intend to disclose your personal information to any overseas recipients.

For more information about how the NCVET will handle your personal information please refer to the NCVET's Privacy Policy at [www.ncvet.edu.au/privacy](http://www.ncvet.edu.au/privacy).

If you would like to seek access to or correct your information, in the first instance, please contact your RTO using the contact details listed below.

DEWR is authorised by law, including the Privacy Act and the NVET Act, to collect, use and disclose your personal information to fulfil specified functions and activities. For more information about how the DESE will handle your personal information, please refer to the DEWR VET Privacy Notice at <https://www.dewr.gov.au/national-vet-data/vet-privacy-notice>.

### Surveys

You may receive a student survey which may be run by a government department or an NCVET employee, agent, third-party contractor or another authorised agency. Please note you may opt out of the survey at the time of being contacted.

### Contact information

At any time, you may contact Acacia Group Pty Ltd to:

- request access to your personal information
- correct your personal information
- make a complaint about how your personal information has been handled
- ask a question about this Privacy Notice

### Consent to use and disclosure of personal information (Smart and Skilled)

Please ensure you understand and consent to the following statement:

I understand and agree that, under the Data Provision requirements 2020 Acacia Group Pty Ltd is required to collect personal information (information or an opinion about me) collected from me, my parent or guardian such as my name, Unique Student identifier, Date of Birth, contact details, training outcomes and performance, sensitive personal information (including my ethnicity or health information) and other enrolment and training activity-related information

(together Personal Information) and disclose that Personal Information to the National Centre for Vocational Education Research Ltd (NCVER).

My Personal Information (including the personal information contained on my enrolment form and my training activity data) may be used or disclosed by Acacia Group Pty Ltd for statistical, regulatory and research purposes. Acacia Group Pty Ltd may disclose me personal information for these to third parties, including:

- School – if I am a secondary student undertaking VET, including a school-based apprenticeship or traineeship;
- Employer – if I am enrolled in training paid by my employer;
- Commonwealth and state or Territory government departments and authorised agencies including the NSW Department of Industry (Department);
- NCVER;
- Organisation conducting student surveys; and
- Researchers.

Personal information disclosed to NCVER may be used or disclosed for the following purposes:

- issuing a VET statement of Attainment or Vet Qualification, and populating Authenticated VET Transcripts;
- facilitating statistics and research relating education, including surveys;
- understanding how the VET market operates, for policy, workforce planning and consumer information; and
- administrating VET, including program administration, regulation, monitoring and evaluation.

I may receive an NCVER student survey which may be administered by an NCVER employee, agent or third-party contractor. I may opt out of the survey at the time of being contacted.

NCVER will collect, hold, use and disclose my Personal Information in accordance with the Privacy ACT 1998 (Cth), the VET Data Policy and all NCVER policies and protocols (including those published on NCVER's Website at [www.ncver.edu.au](http://www.ncver.edu.au)).

The Department may disclose my Personal Information to other Australian government agencies, including those located in States and territories outside New South Wales.

The above government agencies may use my Personal Information for any purpose relating to the exercise of their government functions, including but not limited to the evaluation and assessment of my training, the determination of my eligibility to

receive subsidised training or for any Fee Exemptions or Concessions. My Personal Information may also be disclosed to other third parties if required by law.

I also acknowledge and agree that the department may contact me by telephone, email or post during or after I have ceased subsidised training with Acacia Group Pty Ltd for the purposes of evaluation and assessing my subsidised training.

I declare that the information I have provided to the best of my knowledge is true and correct.

I consent to the collection, use and disclosure of my Personal Information in the manner outlined above.

## Quality Assurance and Improvement

Acacia will:

1. utilise their quality assurance and improvement system, which includes clearly documented procedures for managing and monitoring all training operations and reviewing student/client satisfaction.
2. evaluate courses on an on-going basis according to feedback from the Evaluation Report completed by students at the end of each training course.
3. review training programs to ensure that the training is relevant to the industry sector according to our mission and values, and also complies with the requirements of ASQA and other regulatory bodies.

## NSW Smart and Skilled Consumer Protection

If you are a NSW Smart and Skilled Student receiving subsidised training, you are covered by Smart and Skilled consumer protection measures. More information can be found on the Smart and Skilled website:

<https://smartandskilled.nsw.gov.au/for-students/consumer-protection-for-students>

In the event of a complaint, Acacia will follow the complaints procedure. The nominated Consumer Protection Officer is:

Name: Ashleigh Dengate

Email: ashleighd@acaciaeducation.edu.au

Phone: (02) 4751 2300