

Student Training Terms and Conditions

Students must read, understand, agree, and sign the terms and conditions prior to commencement of their desired training course run by Forktime. A hard copy of this agreement will be supplied to each student at the commencement of each course for them to sign.

Forktime's rights and obligations include:

1. Provision of quality assessment services in a competent manner through the provision of quality resources and staff.
2. Assessment is performed by qualified assessors with the required knowledge and currency in the needs of industry.
3. Guaranteeing to provide assessment services to customers who have met their obligations with regard to completion of enrolment details, and financial payments.
4. Guaranteeing that in the event that Forktime cannot deliver a course, a full refund of all monies paid to Forktime will be refunded to the purchaser.
5. Committing that training will not be offered to participants who fail to wear PPE or fail to pay for the course.
6. Choosing to terminate a customer's training if they fail to uphold these standards.

Training programs

Training Services provided to clients follow the policies and procedures developed to meet the National Training Framework and the Standards for NVR Registered Training Organisations. Savsply run a range of programs that are both accredited and non-accredited. Programs have been ratified by State and /or Commonwealth Government.

Accredited programs

Accredited programs are usually competency based which means that training and assessment or recognition of current skills and knowledge focuses on the development and recognition of a person's ability to apply relevant knowledge and skills to perform workplace tasks to a specified standard. The specific skills and knowledge required for a particular workplace application are set out in Units of Competency and these can be grouped together to make up a nationally recognised qualification. Nationally recognised qualifications are set out in Training Packages and these can be viewed at www.training.gov.au

Each qualification has a list of employability skills which describe the non-technical skills and competencies that are important for effective and successful participation in the workforce. For each qualification there is specific employability skills listed under the following headings:

- Communication
- Teamwork
- Problem solving
- Initiative and enterprise
- Planning and organizing
- Self-management
- Learning
- Technology

These employability skills will be part of the assessment requirements of a nationally accredited course. A summary of the employability skills to be developed through a qualification can be downloaded from www.training.gov.au

It is important to note that the rules and requirements of a Unit of Competency and a qualification are applied to any client regardless of where they are, or the mode of training delivery provided. You could be a full time client in a classroom or the workplace or you could be applying for recognition of the skills and knowledge currently held.

Each Unit of Competency is made up of the following:

- Elements.
- Performance criteria.
- Required knowledge and skills.
- A range of variables.
- Critical aspects of evidence.
- Any pre or co requisites (if applicable).

To be deemed Competent in any Unit of Competency you must be able to provide evidence of the required skills and knowledge to complete work tasks in a range of situations and environments, including simulated applications in the classroom over a period of time.

Evidence is the material proof that you have performed the specified competency or task to the required standard over a period of time. Your evidence requirements will be determined by the Unit of Competency, employability skill requirements, industry expectations, Government regulations, and your qualifications and current experience. Evidence can take many forms and you will be required to present more than just one piece of evidence.

Examples of evidence could include one or more of the following:

- Specific assessments tasks set by your Assessor.

- Observation reports.
- Certificates and awards.
- Examples of work completed or special projects.
- Current licenses.
- Position descriptions and performance reviews.
- Third party reports.
- Question responses.
- Tests.

Your evidence must also demonstrate the following:

- That you can do the job or task to the required standard.
- Understand why the job should be done in a particular way.
- Handle unexpected issues or problems.
- Work with others 'in a team'.
- Do more than one thing at a time, e.g. perform the task and be aware of the occupational health and safety requirements.
- Know the workplace rules and procedures.

Assessment process

The assessment process will be explained during the training.

Applying for Extension

All extensions must be applied. It is expected that all assessment tasks are to be completed to achieve competency. Additional day / days training can be added at no cost to ensure outcomes achieved. If there are difficult circumstances, please contact your assessor.

Enrolling in a Training program

To enrol in a training program at Savsply Pty Ltd T/as Forktime, you will need to contact the Office on 02 4577 9577 or email greg@forktime.com.au upon contact we will send out course information / details & enrolment information about the course. When Savsply receives your application we will discuss the following:

- Discuss the course in detail.
- Discuss undertaking a training program.
- Confirm the fees you will have to pay.
- Complete a competency based LLN training test to determine your learning needs.

Client Selection

Savsply is committed to ensuring that all client selection processes are fair, equitable and consistent with workplace performance, competency level and the Training Package requirements. Therefore selection into a training program is based upon the applicant:

- Satisfying appropriate funding body entry criteria.
- Meeting any pre-requisite qualifications or work experience, and
- Meeting any age requirements that may be in place for a particular course.

Savsply shall ensure that any applicants who do not meet entry requirements are advised of any appropriate pre entry training they may take to meet eligibility criteria.

Client Enrolment

Savsply Pty Ltd T/as Forktime is committed to the enrolment of clients when the organisation has the capacity to deliver the course for which the client is enrolling and where the client has:

- Applied in the prescribed manner.
- Meets the selection requirements for the relevant course.
- Meets the selection criteria for the course, or have satisfied the Director of their equivalent qualification or experience to undertake the course.
- Supplied accurate personal and previous qualification information.
- Agreed to abide by the organisation's policies, procedures and code of conduct.
- Paid the prescribed fees.

Recognition of Prior Learning (RPL)

You have the opportunity to apply for recognition of prior learning (RPL). This means that you can submit evidence for a Unit(s) of Competency and have it assessed by a qualified Assessor without completing the training.

Savsply Pty Ltd T/as Forktime believes that no learner should be required to undertake a competency or element of a competency in a qualification for which they are already able to demonstrate satisfactory achievement of the performance outcomes stated in the endorsed training package or nationally recognised course.

Savsply Pty Ltd T/as Forktime aims to maximise the recognition of a learner's prior skills and knowledge whilst at all times maintaining the integrity and standards of the defined learning outcomes of the specific qualification or course of study.

If you think you have the necessary knowledge and skills to match a Unit(s) of Competency at the required standard you need to contact Forktime on 024577 9577 who will provide the information you need to complete an RPL.

Any documents that you provide to support your claim of competency must be the originals rather than copies. Your original documents will be photocopied and handed back to you. It is also expected that any evidence submitted is your own and if the work of others, formally acknowledged.

Regardless of the type of evidence that you submit, Assessors must be confident that the evidence meets the following criteria:

- Meets the requirements of the Unit of Competency(s).
- Meets any Regulatory requirements.
- Is your own evidence and can be authenticated.
- That you can perform the competency consistently and reliably.
- Is at the standard expected in industry and set out in the Australian Qualification Framework (AQF).
- Is sufficient to make a judgment about the above.

Savsply is committed to ensuring that all judgments made by Assessors against the same competency standards are consistent. Your Assessor will examine the evidence that you present and then make a judgment on that evidence which will be either:

- C which means that you have been deemed competent against that Unit of Competency(s)
- NYC which means you are not yet competent.

Your assessor will advise you what you can do if you receive a NYC for your assessment task. If you are deemed not competent in your initial assessment, you are allowed a second attempt after further training. However, if you are deemed not yet competent in the second attempt, you will be required to re-enroll. Please talk to your assessor if you have any concerns.

Making the most of the training program

It is very important to make the most of your training opportunity. Please note it is your responsibility to do this. To optimize your own learning and successful completion, undertake to do the following:

- Be a willing participant.
- Work with fellow clients.
- Respect other people's opinions.
- Ensure you have a clear understanding of the assessment requirements.
- Take responsibility for the quality of evidence that you submit to the Assessor.

- Keep track of your progress.
- Complete and submit all assessment tasks using clear and concise language.
- Be willing to contact your trainer if you do not understand the training activity or assessment task.

Getting help

At Savsply your Trainers and Assessors are your best support. If you are in need of some support please speak to them. Savsply can also arrange the following:

- Study room with internet access for all students commenced in training

Training Pathways

There are many training opportunities available to you and if you would like to find out about these please speak to your Trainer or Assessor.

Rules and regulations while completing a program

Savsply is committed to providing a learning environment that encourages clients of all abilities to participate and to successfully complete their training program. Savsply ensures that all training programs are delivered in accordance with the rules and regulations set out by the relevant regulatory body. If you require any special assistance please inform our staff on enrolment. Savsply respects the client's right to privacy and confidentiality.

Appeals

If you have a complaint, grievance or wish to appeal any decision while completing your training program Savsply has a documented process for you to access and follow. See advisory committee notes, complaints procedures located within Forktime. If you would like to find out more please contact Greg Saville at 024577 9577 to make an appointment.

Refund Policy

Refunds for enrolments will be granted without penalty up to 48 hours before the start of a course and any deposits paid will be refunded (excluding the administration booking fee of \$100.00). The refund turn-around time is approximately 14 days.

Another student may be substituted at any time before the start of the course should the enrolled student not be able to attend. However Savsply must be notified before the course commences. If non-attendance, or no cancellation notice is received, or if the cancellation is within 24 hours of the start of the course, all deposits paid and the administration booking fee will not be refunded.

If a student fails to complete the course or chooses not to continue the course, no refund is given.

If the SafeWork NSW assessment fee is paid in advance and sufficient notice was able to be given and agreed by the SafeWork NSW assessor (usually within 48 hours) the SafeWork NSW assessor's fee will be refunded. If insufficient notice is given to the booked SafeWork NSW assessment, the assessor's fee will still be charged and is not refundable.

ForkTime reserves the right to cancel or postpone a course to another date. All enrolled students will receive a full refund if the postponed date is not suitable. ForkTime reserves the right to decline a client's enrolment for a course if the client/student fails to comply with legislative requirements, clients/students in this case will receive a full refund.

If a student/client is found not yet competent and chooses to return within a 60 day period, they may continue their course but will be charged a further SafeWork NSW re-assessment fee and may be required to pay a further training fee. Maximum limit of 100 days applies.

Guarantee

ForkTime will honour all booked courses in respect to location, pricing, and trainer. The nature of the guarantee given by our NVR registered training organisation is to complete the training and/or assessment once the student has commenced study in their chosen qualification or course.

In the unlikely event of a cancellation of a course, the students are offered either a full refund of any fees charged, or a postponement to another date, or a substitute trainer to conduct the course.

In the unlikely event of a cancellation of an assessment, the students are offered either a full refund of any fees charged, or a postponement to another date, or a substitute assessor to conduct the assessment.

Legislative Requirements

We are subject to a variety of legislation related to training and assessment as well as general business practice. This legislation is continually being updated and RTO Manager is responsible for ensuring all staff are made aware of any changes to current legislation. Current legislation that effects our operations includes but is not limited to the legislation listed below:

Commonwealth Legislation:

- National Vocational Education and Training Regulator Act 2011.
- National Vocational Education and Training Regulator (Charges) Act 2012.
- National Vocational Education and Training Regulator (Transitional Provisions) Act 2011.
- Standards for NVR Registered Training Organisations 2012.

- Human Rights and Equal Opportunity Commission Act 1986.
- Disability Discrimination Amendment (Education Standards) Act 2005.
- Disability Discrimination Act 1992.
- Racial Discrimination Amendment Act 1980.
- Racial Discrimination Act 1975.
- Sex Discrimination Act 1984.
- Sex Discrimination Amendment Act 1991.
- Privacy Act 1988.
- Privacy Amendment (Enhancing Privacy Protection) Act 2012.
- Australian Privacy Principles (2014).
- Work Health and Safety Act 2011.
- Work Health and Safety Regulations 2011.

State Based Legislation

- NSW Anti-discrimination Act (1977).
- Workers Compensation Regulation 2003.
- Workplace Injury Management and Workers Compensation Regulation 2002.
- Affirmative Action (Equal Employment Opportunity for Women) Act (1986).
- WorkCover Legislation Amendment Act (1996 No. 120)
- Copyright Act, 1879. 42 Vic No 20 (modified 2006)
- NSW Commission for Children and Young People Act 1998.
- Child Protection (Working with Children) Act 2012.

Work Health and Safety Policy

The Work Health and Safety Act 2011 and Work Health and Safety Regulations 2011 describes Savsply duty of care to provide a safe and healthy working environment for all students, and the employee's duty of care to take reasonable care for the health and safety of others within the work place. This includes the provision of:

- a workplace that is safe to work in, with working procedures that are safe to use.
- adequate staff training including topics such as safe work procedures.
- properly maintained facilities and equipment.
- a clean and suitably designed work place with the safe storage of goods such as chemicals.

The following Procedures and Standards must be observed to achieve a safe working and learning environment:

- Maintain a safe, clean and efficient, working environment.

- Implement procedures and practices, in a variety of situations, in accordance with State and Local Government Health regulations.
- Store and dispose of waste according to health regulations.
- Clean walls, floor and working surfaces to meet health and safety Standards without causing damage.
- Check all equipment for maintenance requirements.
- Refer equipment for repair as required.
- Store equipment safely.
- Identify fire hazards and take precautions to prevent fire.
- Safe lifting and carrying techniques maintained.
- Ensure Participant safety at all times.
- Ensure procedures for operator safety are followed at all times.
- All unsafe situations recognised and reported.
- Display first aid and safety procedures for all staff and participants to see.
- Report any identified Workplace Health and Safety hazard to the appropriate staff member as required.

Harassment and Discrimination Policy

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 all staff and participants feel valued, respected and are treated fairly.

We will ensure that all of our staff understand their roles and responsibilities in creating such a workplace, by a process of training, communication, mentoring and by example. We will ensure all of our staff members are aware of the processes and procedures for addressing any form of harassment or discrimination.

Staff and participants 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 time 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 ground of discrimination.

- **'Harassment'** - is any unwelcome and uninvited comment or action that results in a person being intimidated, offended, humiliated or embarrassed. Equal opportunity laws prohibit harassment on the grounds of sex and race.
- **'Personnel'** - refers to all employees/staff/contractors of Forktime.
- **'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 particular race, racial jokes, allocating least favorable 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 favors, smutty jokes, phone calls, emails, facsimiles or messages, offensive noises or displays of sexually graphic or suggestive material.
- **'Victimisation'** - includes any unfavourable treatment of a person as a result of their involvement in an equal opportunity complaint. Unfavourable treatment could include: adverse changes to the work environment; denial of access to resources or work.

Specific principles

All staff and participants have a right to work in an environment free of any form of harassment and discrimination;

- All reports of harassment and discrimination will 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 management is informed of any harassment or discrimination, it has 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. The aim is to achieve an acceptable outcome while minimising any potential damage to our organisation.
- 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.
- Harassment or discrimination should not be confused with legitimate comment and advice (including feedback) given appropriately by management or trainers.

- Staff and participants should not make any frivolous or malicious complaints. All staff and participants are expected to participate in the complaint resolution process in good faith.

Privacy

Forktime takes the privacy of our participants very seriously and we will comply with all legislative requirements. This includes the Privacy Act and Australian Privacy Principles (2014) In some cases as required by law and as required by the NVR Standards we will need to make your information available to others. In all other cases we ensure that we will seek the written permission of the participant.

The thirteen Privacy Principles are defined below:

- **Principle 1** – Open and transparent management of personal information. The object of this principle is to ensure that APP entities manage personal information in an open and transparent way.
- **Principle 2** – Anonymity and pseudonymity. Individuals may have the option of not identifying themselves, or of using a pseudonym, when dealing with Forktime in relation to a particular matter.
- **Principle 3** – Collection of solicited Personal Information. Forktime must not collect personal information (other than sensitive information) unless the information is reasonably necessary for Forktime business purposes.
- **Principle 4** – Dealing with unsolicited personal information. If Forktime receives personal information, Forktime must, within a reasonable period after receiving this information, determine whether or not the we would have collected the information under Australian Privacy Principle 3, and if not we must, as soon as practicable but only if it is lawful and reasonable to do so, destroy the information or ensure that the information is DE identified.
- **Principle 5** – Notification of the collection of personal information. Requires Forktime to notify our clients, staff and participants of any additional information that we collect about them, and further advise them of how we will deal with and manage this information.
- **Principle 6** – Use or disclosure of personal information. The information that Forktime holds on an individual that was collected for a particular purpose, Forktime must not use or disclose the information for another purpose unless the individual has consented.
- **Principle 7** – Direct marketing. As Forktime holds personal information about individuals, we must not must not use or disclose the information for the purpose of direct marketing.
- **Principle 8** – Cross Border disclosure of personal information. Where Forktime discloses personal information about an individual to an overseas recipient, Forktime must take such steps as are reasonable in the circumstances to ensure that the overseas recipient does not breach the Australian Privacy Principles.
- **Principle 9** – Adoption, use or disclosure of government related identifiers. Forktime must not adopt a government related identifier of an individual as its own identifier of the individual except when using

identification codes or numbers issued by either the State based regulators, or the department of Innovation with regard to the Unique Student Identifier.

- **Principle 10** – Quality of personal information. Forktime must take such steps (if any) as are reasonable in the circumstances to ensure that the personal information that Forktime collects is accurate, up to date and complete.
- **Principle 11** – Security of personal information. If an APP entity holds personal information, the entity must take such steps as are reasonable in the circumstances to protect the information.
- **Principle 12** – Access to personal information. As Forktime holds personal information about an individuals, Forktime must, on request by the individual, give the individual access to the information.
- **Principle 13** – Correction of personal information. As Forktime holds personal information about individuals and should we believe that this information is inaccurate, out of date, incomplete, irrelevant or misleading; or the individual requests the entity to correct the information; Forktime must take such steps as are reasonable in the circumstances to correct that information.

National Vocational Education and Training Acts 2011

These three acts are named in the legislative listing and define the acts of Federal Parliament that empower [ASQA](#) to administer the operations and compliance of RTOs in most states of Australia, and any RTOs that operate in more than one state in Australia.

This includes the right of ASQA to audit Forktime, apply penalties for non-compliance and define the requirements to retain records and other administration and operational requirements of a functioning RTO.

We are answerable to ASQA for our operations.

Standards for NVR Registered Training Organisations 2012

These are the standards that govern our operation as a RTO.

Thus we are answerable to ASQA for our conduct as a RTO. Being an RTO is a privilege not a right and as such we need to comply with all the requirements of the standards and of ASQA all the time.

Working with Children

We accept people under the age of 18 in our training programs. We will comply with all requirements of the Child Protection (Working with Children) Act 2012 (NSW).

A list of all relevant legislation is available from the [Federal Police Website](#)

Further information on the Working with Children's Check is available from Forktime.

Copyright Laws

All employees must comply with copyright laws.

Infringement of copyright is not permissible. All staff should note the following conditions:

- You may copy one or more articles in each issue of a newspaper or magazine relating to the same subject matter,
- You may copy up to 10% of the number of pages in a collection of works, as long as the works being copied have not been separately published, or, whether the work is separately published or not, it is not more than 15 pages long,
- You may copy the whole of any work if you check with the supplier that the work will not be available for purchase within 14 days (or six months for textbooks) at the price you would normally pay,
- You must also acknowledge the copyright holder by stating the title of the work, its author/artist, and the name of the publisher,
- You must register details of the copies being made,
- Participants may copy up to 10% of a chapter of work.

Student Support

ForkTime will strive to accommodate the special needs of any student as far as is reasonably practicable. Please contact our office to discuss your needs prior to the start of the course.

Student Records

Access to records of participation and progress is available upon request and are securely stored for 30 years.

Attendance

All Client/students are required to attend all relevant sessions and sign the attendance paperwork confirming their presence. Non-Attendance may mean that the unit of competency of the course may not be met and additional sessions may be required. A further cost to the student may apply in this case.

Recognition of Qualifications Issued by Other RTO's

ForkTime will recognise qualifications and statements of attainment issued by other approved Registered Training Organisation throughout Australia. The qualification or statement of attainment must be equivalent to the outcomes of the course requested. Please contact us for more details.

Access and Equity

ForkTime will provide training and assessment services and students will not be restricted on grounds of sex, age, or race. ForkTime strives to achieve equitable outcomes within the vocational education and training (VET) and follows the nationally agreed goals of the VET system.

Literacy and Numeracy Assistance

ForkTime will as far as is practical provide literacy and numeracy support to students who require help. Although specific guidelines are in place for all SafeWork NSW High Risk Licence assessments and must be adhered to.

Disability support

ForkTime will as far as is practical provide support to students who require help. Although specific guidelines are in place for all SafeWork NSW High Risk Licence assessments and must be adhered to.

Misconduct and Discipline

Any student displaying disruptive behaviour may be asked to leave a training session. He or she has the right of appeal through our appeals process.

Assessment Procedures for High Risk Licenses

The assessment of a student's skill will be carried out fairly, and consistently. SafeWork NSW governs the assessment procedure. For more information please contact us. SafeWork NSW may request that a High Risk Work licence holder be reassessed any time. They may also suspend, cancel or refuse to issue or renew a High Risk Work licence if the licence holder refuses or fails to comply, without reasonable excuse, with the requirements set out in a written notice.

RTO Advisory Committee

The RTO advisory committee is set up to advice on information as to the course content and structure as new conditions arise. The committee can also act as an independent group of external members who can act of your behalf in the case of a complaint or disagreement between the student, client and the operating RTO.

Complainants may be contacted and asked to provide additional information to support their complaint. If you lodge an anonymous complaint we may be unable to investigate it fully. If you wish to lodge your complaint externally or wish it to go to the RTO Advisory Committee to have your complaint investigated and responded.

Student Acknowledgement

During the course of this program, I understand and acknowledge that; My rights and obligations, as defined in the Participant Handbook include:

1. My obligation at all times to conduct myself safely and in adherence to all relevant legislation.
2. I will actively attempt all training and assessment tasks with serious effort.
3. That I will comply with all safe and lawful requests.
4. I will arrive on time and will return on time from all breaks.
5. That I will not bully, abuse, vilify or fail to treat all people participating, associated with, or in the vicinity of Forktime training venues with the utmost respect and courtesy.
6. I understand that there are no other fees and charges applicable to this course with the exception of the cost for a replacement statement of attainment which is \$55.00 including GST.

Forktime's rights and obligations include:

1. Provision of quality assessment services in a competent manner through the provision of quality resources and staff.
2. Assessment be performed by qualified assessors with the required knowledge and currency in the needs of industry.
3. Guaranteeing to provide assessment services to customers who have met their obligations with regard to completion of enrolment details, and financial payments.
4. Guaranteeing that in the event that Forktime cannot deliver a course, a full refund of all monies paid to Forktime will be refunded to the purchaser.
5. Committing that training will not be offered to participants who fail to wear PPE or fail to pay for the course.
6. Choosing to terminate a customer's training if they fail to uphold these standards.