

Living Planit

Participant Handbook

Last updated: 30 April 2020

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1. Living Planit

Living Planit Pty Limited (Living Planit) is a Registered Training Organisation (RTO ID: 40552) approved by the Australian Skills Quality Authority (ASQA) to provide high-quality training that meets the VET Quality Framework incorporating the *Standards for Registered Training Organisations (RTOs) 2015*. Living Planit endeavours deliver consistent, enjoyable and rewarding learning experiences to all participants.

1.1 Contact Details

Head office address: Suite 205, 377-383 Sussex Street, Sydney, NSW, 2000

Operation office address: Unit 201, 1 Burbank Place, Baulkham Hills, NSW, 2153

Phone: 02 9233 3233

Emails: enquiries@livingplanit.com.au	General enquiries, course fees, enrolments
accounts@livingplanit.com.au	Account related enquiries
assessments@livingplanit.com.au	Assessment submissions and enquiries
operations@livingplanit.com.au	Student support

1.2 Standards for Registered Training Organisations (RTOs) 2015

All RTOs are governed by the ASQA, and the Standards for RTOs 2015. The Standards for RTOs 2015 are used by ASQA as an instrument in protecting the interests of all participants undertaking vocational education and training in Australia. The Standards for RTOs 2015 guide nationally consistent, high-quality training and assessment services in the vocational education and training system. Living Planit ensures it meets with the requirements of the Standards of RTOs 2015. If you wish to see more information about the Standards of RTOs 2015, please follow this [link](#).

1.3 Training Program

Living Planit has scope to deliver Nationally Recognised Training in accordance with its scope of registration, as reflected on the national register from time to time. Should you wish to view our scope of registration, please follow [this link](#).

1.4 Training Locations

Training is delivered at both partnered training facilities or on-site client premises. Training locations are dependent on the availability of Living Planit's partnered training facilities. Participants will be notified prior to the enrolment and confirmed on email one week prior to course commencement.

2. Obligations

2.1 Living Planit's (RTO) Obligations

Living Planit as an RTO endeavours to:

- Act fairly and honestly in everything we do.
- Deliver fair, impartial dealings with all stakeholders.
- Provide objective feedback and continuous improvement of training offered to participants.
- Strive for excellence in everything we do.
- Undertake activities and respond to reasonable lawful instructions relating to skill, care, honesty and diligence.
- Comply with legislation, regulations, determinations, awards, policies and procedures which relate to our training activities.

- Conduct ourselves in a way which enhances the image and reputation of Living Planit.
- Disclose any conflict of interest immediately if or when it becomes apparent.
- Be responsible for the quality of the training and assessment in compliance with Standards for RTOs 2015, and for the issuance of the AQF certification document.

2.2 Participant Obligations

To benefit and gain an enjoyable learning experience, Living Planit requires all participants to adhere to the following:

- Provide true and accurate information
- Inform Living Planit any corrections or changes to your personal details
- Are punctual and attend all scheduled training and assessment sessions
- Participate in all training and assessment activities and carry out any tasks that may be asked by your facilitator to the best of your ability.
- Complete all self-paced learning tasks, class activities, and assessments as required.
- Advise the facilitator of any concerns.
- Advise Living Planit immediately of any changes in your personal details.
- Keep training areas and facilities tidy always, comply with any WH&S requirements as determined by legislation, and abide by the rules of the building where the training is being conducted.
- Not cheat, steal, wilfully damage RTO property.
- Do not behave in any way that might intimidate, threaten, harass or embarrass other students or staff
- Are free from drugs and alcohol at all times while in the training environment
- Do no cause damage to equipment or facilities
- Provide an USI or give permission to obtain one on their behalf

2.3 Implications

Should any participants fail to comply with any of the above points, the facilitator may ask the participant to leave the class. Should their behaviour be repeated on more than one occasion, they will be expelled from the training program. Any occurrence involving abusive behaviour or physical violence will result in your immediate expulsion from the program. Where the participant is expelled from a program for failing to comply with the points above, they will not be entitled to any refund of course fees paid.

3. Participant Rights

Living planit will ensure that all participant will:

- receive quality training and assessment that meets the Standards for RTO's 2015
- receive the training and support necessary to enable competency to be achieved
- Issue AQF certificates and Statements of Attainment on successful completion of the training course
- have access to our consumer protection system, including an identified Consumer Protection Officer and our Complaints and Appeals Process
- receive a refund for services not provided in the event of the training program being terminated early or if the agreed services are not provided either by ourselves or by a third party delivering on our behalf
- have their personal information protected in accordance with the National Privacy Principles and have access to that information on request
- be fully informed of fees and charges to complete the training course, including charges for equipment
- be provided with sufficient information regarding the requirements of the training and assessment to enable them to make an informed decision regarding enrolment in the training product
- be provided with information regarding the implications of government training entitlements and subsidy arrangements in relation to the delivery of the service and enrolment in other training
- be provided with a safe training environment free from harassment and discrimination

4. Training

4.1 Training Delivery & Environment

Living Planit ensures training is conducted safely and professionally with qualified, experienced facilitators. Participant progress is monitored across the course and checked using a range of knowledge tests and skill based practical exercises. We supply all participants with training materials and handouts appropriate to their course of study.

Living Planit will:

- Provide information regarding the course / program of study prior to enrolment.
- Ensure training delivery meets participant needs, including the provision of appropriate learning support and consideration of inclusivity and diversity.
- Ensure that current material related to the training program is provided to all participants.
- Ensure that both training and assessment activities occur in accordance with the requirements of the applicable training package.
- Designate an appropriate person/s to take responsibility for the management and coordination of training delivery, assessment, verification, employee selection and professional development.
- Comply with all laws relevant to the operation of a training premise, including work health and safety and fire safety regulations.
- Ensure that training premises are of adequate size, heating, cooling, lighting and ventilation.

4.2 Course Entry Requirements

Please refer to the appropriate course outline for information on entry and technology requirements.

4.3 Course Prerequisites

Please refer to the appropriate course outline for information on prerequisites.

4.4 Course Fees

Course fees are dependent on several factors, including the actual course being delivered, the duration of the course, and the location of the course.

To obtain fees for a specific course, please contact Living Planit by email on enquiries@livingplanit.com.au

4.5 Course Selection and Enrolment

Participants should select courses based on their suitability and interest. To make an informed decision, Living Planit highly recommends for participants to consult with a Living Planit staff member to determine suitability of the desired course. Once a course is selected, participants will need to complete the Application Form available on the Living Planit website.

5. Unique Student Identifier (USI)

It has been a requirement since 1st January 2015 that all students in Australia have a Unique Student Identifier (USI).

The USI will be a lifelong number which will enable your records and results obtained after Jan 1st, 2015 to be collected in an online system. By having a USI you will be able to access your training records and results (or transcript) whenever you need to. This information is uploaded in February each year, for the previous calendar year. If your training is funded, then your training may appear on your USI transcript in the same year the training is being completed.

You must have a USI before an RTO can issue a Certificate or Statements of Attainment. As such, Living Planit requires the Student have a USI prior to enrolment in the Smart and Skilled course.

Students can find out more information about USI at <https://www.usi.gov.au/students>

There are two ways to create an USI; our preference is that you create your own but please contact us if you are having difficulty with this:

1. Create your own

This can be done by clicking <https://www.usi.gov.au/students/create-your-usi> and follow the steps.

To create a USI, you will be required to provide:

- Personal information – name, date of birth, etc.
- Contact information – at least one method of contact email, mobile or mail.
- Form of ID: Australian Passport, non-Australian Passport (with Australian Visa), Australian birth certificate, Australian Driver's Licence, Medicare Card, Certificate of Registration by Descent, Citizenship Certificate, ImmiCard.

2. Create on your behalf

To enable a USI to be created on your behalf you will need to give your permission and you will be required to sign a [Privacy Notice](#) to this effect.

For more information about Terms and Conditions creating a USI on behalf of you, please visit <https://www.usi.gov.au/students/terms-and-conditions/terms-and-conditions-creating-usi-behalf-another-person>

5.1 Your Privacy

The personal information that you provide to the Student Identifiers Registrar is protected by the Privacy Act 1988. The collection use and disclosure of your USI is protected by the Student Identifiers Act 2014. Further information about the protection of your information, including how you can access and seek correction of your personal information held by the Student Identifiers Registrar, how to make a complaint about a breach of your privacy and how such complaints are handled, is contained in the [Student Identifiers Registrar's Privacy Policy](#).

5.2 Access to Records: Smart and Skilled

You will be required to set access controls to allow the Department of Education and Communities and Living Planit the appropriate levels of access to your USI records.

For further information, please refer to the [USI Help Centre](#).

6. Assessment

All assessments are marked using approved assessment instruments which are competency based and consistent with industry standards. Living Planit will notify participants prior to any assessment occurring, and many opportunities to complete practical exercises in a range of settings and over time. Assessments will not be compromised, and all tasks are validated as part of a systematic continuous improvement process.

Living Planit will:

- Comply with the Assessment Guidelines included in the applicable nationally endorsed Training Package.
- Ensure assessments are conducted by qualified assessors according to the Standards for RTOs 2015.
- Comply with the principles of validity, reliability, fairness and flexibility.
- Provide participants with the context and purpose of the assessment and the assessment process.
- Where relevant, focus on the application of knowledge and skill to the standard of performance required in the workplace and cover all aspects of workplace performance, including task skills, task management skills, contingency management skills and job role environment skills.
- Involve the evaluation of valid, reliable, accurate, authentic and sufficient evidence to enable judgments to be made about whether competency has been attained by the participant.
- Provide feedback to all participants about the outcomes of the assessment process and guidance on future options.
- Be equitable to all participants, taking account of cultural and linguistic needs.

6.1 Conduct of Assessment

The facilitator will check that the participant is ready for assessment and provide the participant with the time to go through all steps as set out in the assessment instrument. At appropriate points, the facilitator will ask oral questions about skills, knowledge and specific procedures as required. If the participant shows low literacy levels, the facilitator may stop the assessment and conduct it orally. The maximum duration for the assessments is outlined in the assessment outline, which will be provided to all students at the beginning of their training.

6.2 Assessment Methods

Methods of assessment may vary for each course but may include:

- Written knowledge testing using standard assessment instruments.
- Written and oral quizzes.
- Oral questioning when there is practical demonstration.
- Case studies and scenarios.
- Major projects.
- Workplace assessments including supervisor report.
- Role play/Presentations.
- Final observation of skills and knowledge.

6.3 Study Methods

Many courses require participants to learn technical knowledge and theory then apply the learning in a practical sense and demonstrate skills. Some learning and assessments will be oral, use questioning and observe participants working in small groups. This may be a different way of learning for you, but it is very important in vocational education and part of the competency guidelines.

6.4 Procedures to Support Quality Assessment

Participants will be informed of the assessments to be conducted through email communication, website information and at the start of a course. They will be provided an assessment outline and given oral instructions by the facilitator. All assessment results are treated as strictly confidential. The facilitator will provide feedback on the assessment and provide further guidance on extra training or evidence if there are gaps in the assessment.

6.5 Feedback to Participants

The facilitator will inform the participant of the result of their assessment. Feedback will begin with whether the participant achieved the required mark in the written assessment task or demonstrated they were competent or not yet competent.

Feedback will be constructive, and the participant is encouraged to seek clarification if required. Feedback can be in the form of:

- Oral feedback when results are provided at the end of an observation or in a workshop
- Project or Assessment task results

If any participant is dissatisfied with the results of their assessment, they have the right to submit an assessment appeal by following the assessment appeal policy found in this document.

6.6 Recognition of Prior Learning (RPL)

RPL is the process by which your existing skills, knowledge and experience are recognised towards the achievement of a qualification. These skills may have been obtained through: Training programs; work experience; voluntary work; schoolwork, life or sporting experience

If you apply for Recognition and are successful it can save you time in achieving a qualification as you do not have to repeat learning for skills and knowledge you already have.

All students are entitled to apply for Recognition of previously learnt skills and knowledge. To be awarded RPL you must provide evidence of when and how their competency was acquired.

To ensure that we assess your application for RPL in a consistent and fair manner we have developed the following process:

1. If you feel you want to apply for RPL, contact our Support Team; we will explain the initial application process and send you out an RPL Application Form.
2. When we receive the completed RPL Application Form, we will arrange for you to meet/talk with the assessor to discuss your application and make sure you understand the evidence collecting process. At this stage, you will be given an RPL Assessment Kit.
3. Your assessor will schedule further meetings/conversations to assess the evidence you have provided
4. When all the evidence has been submitted, the assessor will decide if you are competent in all aspects of the unit(s).
5. IF yes: Statements of Attainments are issued for the units achieved or a Certificate is issued if you have achieved competence in all units in a Qualification.
6. If no: meetings will be arranged with the assessor to explain areas requiring further evidence or training.

6.7 Credit Transfer

Living Planit recognises the training you have successfully completed with other RTO's (or previously by us) and can apply credit to units on provision of Certificates or Statements of Attainment.

Our Credit Transfer Process is as follows:

1. Any student is entitled to apply for credit transfer in a course or qualification in which they are currently enrolled.
2. You will be required to complete the Credit Transfer Application Form and present it to us with your Statement(s) of Attainment or Certificate. You will be asked submit originals for copying and endorsement by our staff or copies which are certified as true copies of the original by a Justice of the Peace (or equivalent).
3. You can apply for Credit Transfer at any time, but we encourage you to apply before commencing a training program. This will reduce unnecessary training and ensure a reduction in your student fee if Credit Transfer is awarded.
4. Credit transfer can only be awarded for whole units of competence that meet the packaging rules of the Qualification you are enrolled in. Where only a partial credit is awarded, this will not be considered for credit transfer and you will be advised to seek RPL.
5. Please allow 5 working days for processing.
6. You cannot enrol in a training program only for credit transfer.

6.8 Reasonable Adjustment

Living Planit recognises that there will be cultural diversity and a range of education and learning backgrounds amongst participants. Living Planit ensures all people have an equal opportunity to learn and better themselves. As such, Living Planit endeavours to aid as much as possible, those who require additional help in these areas, to maximise their ability to undertake their training effectively. Assistance may be sought from the Living Planit facilitators and staff. All reasonable steps will be taken to ensure any special assistance is provided as effectively as possible.

All staff and service providers involved in the design, delivery and administration of training courses and programs have a responsibility to identify and deal with student needs to ensure access and equity principles are addressed.

Access and equity should be considered in all stages from the design of enrolment forms, to the development of assessment activities and selection of venues.

Students with any of the following could expect reasonable adjustment to occur and should speak to their trainers and assessors regarding any changes they feel they need:

- physical disabilities
- limited language
- limited literacy and numeracy skills
- limited communication skills
- limited learning strategies

The types of adjustments that are made must be within our capacity to provide them and may include:

- pre-course advice
- customised course or activities
- assistance with enrolment process
- Oral response to questions rather than written
- Allowing extra time for assessment
- Using a support person
- Enlarging reading material
- Printing material on different coloured paper for individuals with Dyslexia

Any students who required reasonable adjustment will be communicated at enrolment to ensure any required adjustments are included in their training and assessment plan.

6.9 Language Literacy and Numeracy (LLN) Assessment

The LLN assessment tool provides learners with an indication on the level of language, literacy and numeracy skills needed to study the VET course. Individuals are subjected to completing the LLN Assessment as part of the enrolment process. Results will be delivered to training facilitators to determine the level of support or types of support needed to assist participants in their learning experience.

6.10 Plagiarism

The Plagiarism policy will be clearly explained to each participant at the beginning of each course. Participants will be required to sign a declaration on the Assessment Task Cover Sheet that states: "I confirm that the attached assignment is my own original work, and that any references used have been cited."

7. Government Training Entitlements

7.1 Smart and Skilled Notification of Enrolment

Living Planit an approved NSW Smart and Skilled training provider. Living Planit will follow the following procedures when enrolling students in Smart and Skilled training courses:

1. Pre-enrolment information: prior to enrolment, you will be provided with the information listed below. This is included on other pages of this Participant Handbook.
 - Recognition of Prior Learning and Credit Transfer information
 - Consumer protection information
 - Student support
 - Contact details for any support services provided
 - The fee chargeable
 - Information about the course you are enrolling in

- Your rights and obligations
- Information about obtaining a USI

2. Check eligibility

You can check your eligibility on the [Eligibility Checker on the Smart and Skilled website](#), this will give you an indication of the student fee that you will have to pay to enrol in your chosen course. (refer to the Fees and Refund section below for more information on Student Fees, Concessions and Exemptions).

To be eligible for a Smart and Skilled Place you must meet the following criteria:

- Be an Australian citizen, a permanent resident, a humanitarian visa holder or a New Zealand citizen, and
- Be aged 15 years or older, and
- Live or work in New South Wales, and
- No longer be at school or equivalent (Note: Home schooled students are eligible)

Aboriginal and Torres Strait Islander students who do not live or work in New South Wales but live in specific defined interstate NSW border areas are eligible for government-subsidised training under Smart and Skilled. The eligibility will be checked on enrolment.

New South Wales apprentices and New South Wales new-entrant trainees undertaking traineeships on the NSW Skills List are eligible to be a government subsidy under this program for the qualification that supports their apprenticeship or traineeship.

Note: NSW Existing-worker trainees are not eligible to a government subsidy under any Smart and Skilled Program for the qualification that supports their traineeship.

Your eligibility will be confirmed via STS NSW Portal, and a Notification of Enrolment Student Copy will be provided to you to confirm your government training entitlement.

3. Proof of Eligibility: you will be provided a **Proof of Eligibility Checklist** on enrolment and be asked to provide proof of eligibility and sign statements; the table below outlines the type of evidence that is acceptable.

You are required to provide a copy of the relevant original evidence prior to the course commencement, and it must be certified by a person who is on the list of approved witness who can verify documents. A list of which is available at the Commonwealth Attorney General's Department website at <https://www.ag.gov.au/Publications/Statutory-declarations/Pages/List-of-authorised-witnesses.aspx>

Or you can choose to get your evidence sighted by a person authorised by Living Planit on the first day of your training. Living Planit will confirm with you regard to relevant evidence required prior to commencement. Failure to do so may result cancelation of your eligibility.

Eligibility Requirement	Evidence Required
Proof of Identity	USI – validity checked with Office of USI Registrar
Living or working in NSW	Any Commonwealth or NSW Government issued document providing evidence of living location, or employer-issued document confirming employment in NSW
Citizenship: Australian citizen, and permanent resident/New Zealand citizen	<ul style="list-style-type: none"> • Australian or New Zealand birth certificate; or • Australian or New Zealand Passport; or • Green Medicare card; or • Naturalisation Certificate; or

	<ul style="list-style-type: none"> • A certificate of Evidence of Resident Status (CERS), which confirms status as an Australian permanent resident; or • Use the Department of Immigration and Border Protection's Visa Entitlement Verification Online (VEVO) facility to confirm status as Australian permanent resident and check passport.
Humanitarian visa holder (Refugee or asylum seeker)	<ul style="list-style-type: none"> • Relevant visa documentation; or • ImmiCard (where appropriate) <p><i>Note: if a Bridging Visa holder, the student must provide a document from the Department of Immigration and Border Protection acknowledging application for a humanitarian visa.</i></p>
Home schooled students	Copy of current certificate of home schooling registration, which clearly indicates the period of time for which the student will be home schooled.
Date of birth	USI data
Registration as NSW apprentice or new entrant trainee	Training Contract identifier (TCID) number
Previous qualification	Department's system checks against Smart and Skilled records in the Department's database and checks again USI transcript
Year 10 completion or equivalent (if under 17)	Evidence that student has met school leaving age requirement
Postcode for ATSI on borders	Participant declaration and signature
Proof of Concessions/Exemptions	
Fee Exemption: Aboriginality	Participant declaration and signature. this declaration also covers proof of Australian citizenship
Fee Exemption: Disability	<ul style="list-style-type: none"> • Centrelink Evidence: proof of Disability Support Pension; or • Documentary evidence of support demonstrating a clear additional need as a result of the student's disability(ies): A letter or statement from: <ul style="list-style-type: none"> ○ A medical practitioner ○ An appropriate government agency; or ○ Relevant specialist allied health professional or • Centrelink evidence – dependent child, partner or spouse of a recipient of a Disability Support Pension
Fee Exemption: Refugee or Asylum Seeker	<ul style="list-style-type: none"> • Relevant visa documentation; or • ImmiCard (where appropriate); and • Where a Bridging Visa Holder, a document from Department of Immigration and Border Protection acknowledging application for a humanitarian visa.
Concession: Commonwealth Government Welfare Recipient	<ul style="list-style-type: none"> • Centrelink evidence – Proof of benefit; or • Centrelink evidence – dependent child partner or spouse of a specified Commonwealth Government welfare recipient

Social housing status (Fee-Free Scholarship)	Student declaration/signature
Out-of-Home Care status (Fee-Free Scholarship)	<p>For students currently in out-of-home care:</p> <ul style="list-style-type: none"> • A copy of the Children’s Court Care Order; or • A copy of the ‘Confirmation of Placement’ letter; or • A letter from Family and Community Services or the Out-of-Home Care Designated Agency verifying that the student is in statutory or supported care; or • Any other evidence which clearly shows that the student is in out-of-home care. <p>For students previously in out-of-home care:</p> <ul style="list-style-type: none"> • A copy of the expired Children’s Court Care Order; or • A copy of the ‘leaving care’ letter from the Minister for Family and Community Services; or • A letter from Family and Community Services verifying the student was previously in statutory or supported care; or <p>Any other evidence which clearly shows that the student was previously in out-of-home care.</p>
Domestic and Family Violence eligibility (Fee-Free Scholarship)	<p>A letter of recommendation is required from a domestic and family violence service, refuge or other support agency such as:</p> <ul style="list-style-type: none"> • Legal Aid NSW through their Women’s Domestic Violence Court Advocacy Services • Organisations who provide Integrated Domestic Family Violence Services • Organisations who provide <i>Staying Home, Leaving Violence services</i> • Organisations who deliver Special Homelessness Services (i.e.: refuges and crisis accommodation) • Domestic Violence NSW • Any other organisation which clearly shows that the student is or has been previously receiving support services for domestic and family violence (for example a non-government organisation or charity that is self-funded)

4. Declarations: you will also be required to sign the following documents:

- Consent to Use and Disclosure of Personal Information to the Department of Education and Communities and Other Government Agencies
- Privacy Form if you would like Living Planit to apply for USI on your behalf.

5. RPL and Credit Transfer: if you are applying for RPL or Credit Transfer for any units, it is best if you let us know prior to enrolment as your student fee will be adjusted according to how many units you are awarded Recognition for. You can still apply during the course and you may be entitled to a refund.
6. Notification to Department: on completion of this process, a copy of the Notification of Enrolment Report will be generated and kept on your file, you will also be provided a Student Copy. A student Commitment ID will also be issued.
7. Fees and Charges: you will be informed of all fees, schedule of payments, refunds for withdrawal or deferment and the policy relating to fees paid in advance.
8. Training Plan: prior to starting training you will be given a copy of the Training Plan

If you have any questions with regard to the Notification of Enrolment Process, please do not hesitate to contact us.

7.2 Smart and Skilled Consumer Protection Policy

Living Planit is aware of its obligations to provide consumer protection for all students as designated in the Competition and Consumer Act 2010, the NSW Fair Trading Act 1978, the Standards for Registered Training Organisations (RTOs) 2015 and Smart and Skilled Consumer Protection Policy. To ensure our customers are fully protected and aware of their rights and of avenues of complaint, we have developed a Consumer Protection Strategy as listed below.

Living Planit uses a comprehensive and systematic strategy to ensure that consumers' rights are protected, and the Organisation follows all related legislation and regulatory requirements. The strategy includes:

- Ethical and accurate advertising / marketing
- Comprehensive information provision
- Fee protection
- Accessible and transparent complaints and appeals processes and systems
- Protection of consumer's personal information

7.2.1 Ethical and accurate advertising/ marketing

Living Planit ensures that it provides all prospective and current learners and clients with accurate, factual and accessible information about the RTO, its services and performance.

All advertising and marketing material is systematically checked in accordance with Living Planit's "Marketing Policy and Procedure" and is approved prior to its publication release.

The advertising and marketing of all products listed on its scope of registration are free of inducements and do not provide the consumer with any guarantees of a successful completion outcome, that their course can be completed in a manner inconsistent with volume of learning requirements, and that their course will lead to an employment or licensing outcome if this cannot be guaranteed.

Where a course is offered under a funding subsidy, Living Planit provides information in accordance with its contractual requirements including but not limited to the acknowledgement of funding, subsidy details and any loss of entitlement that may occur.

In the instance where the advertising and marketing of products on Living Planit's scope of registration is undertaken by another party, Living Planit ensures that:

- A comprehensive agreement outlines the expectation and requirements of both parties.
- Advertising and marketing principles and materials remain consistent with the organisations "Marketing Policy and Procedure".

- Advertising and marketing materials are approved by the organisation prior to its publication release.
- Where a third party is being used to recruit students on the organisations behalf this is clearly identified and reflected in the relevant marketing and advertising materials
- Monitoring processes and systems are in place to monitor the third-party agreement and the student's experience.

7.2.2 Comprehensive information provision

Throughout the application and enrolment process Living Planit provides consumers with different ways to access the relevant information required to make an informed decision about their course and RTO selection and to fully understand their rights and responsibilities. The application, enrolment and continuous improvement process supports the provision of information and closely monitors the students experience to ensure that consumer rights are upheld at all times.

Information is accessible via a variety of different ways including but not limited to Living Planit's website, participant handbook, applicant information sessions, student interviews and by speaking to Living Planit staff throughout the application and enrolment process.

Comprehensive information is available to consumers including student related policies and procedures, course and fee information, rights and responsibilities, feedback, complaints and appeals mechanisms and the collection of personal information. Detailed course information can also be found on the website and is sent to applicants on enquiry.

Consumers are provided with information prior to enrolment on how to make a complaint and/or raise any concerns related to their enrolment. Students are provided with the Consumer Protection Officer and where government subsidises are offered, the relevant Department Customer Support Centre contact details.

To protect the rights of consumers under 18 years of age, parents/guardians are encouraged to ask questions relating to their child's application/enrolment. To ensure that sufficient information has been provided, parents/guardians are required to co-sign the declaration found on the application and enrolment form.

7.2.3 Fee protection

Living Planit is committed to meeting its contractual requirements and in accordance with the Standards for Registered Training (RTOs) 2015 does not collect more than \$1500.00 in pre-paid fees at any one point in time.

Students prior to enrolment are made aware of the following:

- Fee protection mechanisms (information contained in fees and refund policy and procedure)
- Fees to be charged, by when and in what amounts
- Payment plans
- Refund policy and procedure and criterion
- How to apply for a refund
- Complaints and appeal process

7.2.4 Accessible and transparent complaints and appeals processes and systems

To ensure the organisation delivers high quality training and continually improves upon its systems and processes, Living Planit has an accessible and transparent complaints process and system. The complaints and appeals process quickly respond to allegations involving the conduct of the RTO, its trainers, assessors or other staff, a third-party providing services on Living Planit behalf or a learner of Living Planit.

For more information, see Living Planit Complaints and Appeals section in this document.

7.2.5 Protection of consumer's personal information

All prospective and current consumer personal information is protected in accordance with the National Privacy Principles. The following principles are applied:

- Living Planit only collects personal information for the purposes of application/enrolment.
- Consumers are provided with information on the Unique Student Identifier and are required to sign a declaration/consent authorising Living Planit to use/verify their USI for their enrolment.
- Information is securely stored and only accessed by Living Planit staff for the purposes of the individual's enrolment.
- Consumers are provided with information on how their information will be collected, used and stored prior to enrolment.
- Students complete a declaration stating that they consent to their personal information being collected and used by Living Planit, governments and other agencies for the purpose of administration and research.
- Consumer's personal information is not disclosed to another party without the individual's written consent.
- Students have a right to access and correct their personal information.

For more information, see "Privacy Policy" section in this document.

For students undertaking training and assessment under the Smart and Skilled, the following procedures apply:

- The Office Manager will be the designated Customer Protection Officer. Their role will be to handle all complaints and grievances and to ensure Consumer Protection contractual compliance with the Smart and Skilled Guidelines.
- The contact details of Customer Protection Officer will be made available to all clients on the website and in pre-enrolment information.
- Details of, or links to, the Smart and Skilled website and 1300 772 104 contact number will be made available on all public information including the website and pre-enrolment information.
- A link to the Smart and Skilled Consumer Protection Strategy will be included in Student Information available on our website.
- Every attempt will be made to resolve any student complaints using the Living Planit Complaint and Appeals Policy.
- If after following the Compliant and Appeals Process a student cannot resolve their complaint with Living Planit, they can contact Training Services NSW by:
 - Applying online (https://www.training.nsw.gov.au/build/online_forms/general_enquiry_form.html)
 - Phone on 1300 772 104
 - In person at a Training Services NSW regional office (see https://www.training.nsw.gov.au/about_us/sts_contacts.html)
- If a student feels matters are unresolved to their satisfaction and wish to inform a third party, they will be provided with contact details for NSW Department of Education and Communities Consumer Protection Unit for Students. They can do so at: <https://smartandskilled.nsw.gov.au/for-students/consumer-protection-for-students>
- Students will sign to confirm they have received Consumer Protection Information. This will be included in the Declaration made by students when completing the Proof of Eligibility Checklist on enrolment.

The contact details of the Consumer Protection Officer are as follows:

Office Manager

Email: operations@livingplanit.com.au

Phone: 02 9233 3233

8. Student Support

Living planit provides the following support to all students.

Support Service	Contact details
Free call to speak to our trainer pre-enrolment	02 9233 3233 enquiries@livingplanit.com.au
Study guidance and support	02 9233 3233 enquiries@livingplanit.com.au
Administrative support	02 9233 3233 enquiries@livingplanit.com.au
Access to an allocated trainer	As per individualised training plan
Computers with Internet access and Microsoft programs for use by Students in our Class.	Contact 02 9233 3233 or operations@livingplanit.com.au to book

9. Extension, Deferral or Withdrawal from Training

9.1 Extension

You must complete your course within the timeframe specified by Living Planit, before the expiry day outlined in your assessment outline. If you require more time to complete your studies, you can apply for a course extension by submitting your request in writing to Living Planit before the expiry date and properly completing and lodging paperwork LP require to support your application.

Living Planit will extend your course by up to six (6) months if:

- You have provided relevant evidence Living Planit require to support your application before the expiry date.
- You have paid all fees that are due at the time.
- You have paid an additional fee if applicable.
- There are no materials changes to the training package for your course, and
- Your course is not in a teach-out period.

9.2 Deferral

If for any reason, you wish to defer your involvement in training and assessment, please discuss this with your trainer as a first step. Your trainer may refer you to another, appropriate staff member to discuss any support requirements or to the Customer Protection Officer if you have a complaint or grievance. In all instances, we will endeavour to implement processes that will support you to continue with your training.

If you decide to defer you can only do so for a maximum of 12 months, after this time you will not be entitled to continue with your course.

9.3 Withdrawals

If you decide to withdraw from a course, we ask that you discuss the reasons for doing so with your trainer and assessor or staff member. They may refer you to another appropriate staff member to discuss any support requirements or to the Customer Protection Officer if you have a complaint or grievance. If you still decide to withdraw then the following applies:

- You need to give formal notice in writing, of the date and reasons for withdrawal, to operations@livingplanit.com.au
- Living Planit may refund any outstanding fees to participants in accordance with the reasons for withdrawal.
- Participants have right to appeal the refund decision or calculation made by Living Planit according the complaints and appeals policy.
- You will be issued any Statement of Attainment for units assessed as competent within 21 days of notice of discontinuation
- Your Training Plan will be updated, and you will be given a copy

- You will be given the results of any assessments

10. Our Guarantee

Living Planit guarantees that it will provide quality training and assessment that meets the requirements of the Australian Quality Framework, other legislation that is relevant to Registered Training Organisations and in the time frame and as described in our Course Brochures. If for whatever reason we cannot supply the training and assessment services that you have enrolled in, we will refund student fees in accordance with our Fee and Refund Policy.

11. Testamurs

To receive a Testamur from Living Planit, participants must achieve competency in their course, provide a valid USI and paid all fees associated with the course. Testamurs will be issued within 28 days of competence being achieved by the participant and posted to the postal address notified on your enrolment form.

11.1 Replacement

Where a participant has lost or destroyed their original Testamur, they can request a re-issue of the Testamur from Living Planit by emailing operations@livingplanit.com.au. A replacement Testamur will only be issued upon receipt of a statutory declaration made by the participant, attesting that the original was lost or destroyed. Living Planit will reissue a Testamur within 10 working days.

Please note that a fee of \$40 (plus GST) is payable for a reissue of a Testamur.

12. Fees and Refunds

Living Planit is a Registered Training Organisation (RTO Code: 40552) and operates in accordance with applicable legislation and the Standards for Registered Training Organisations 2015. Living Planit charges fees for services provided to students undertaking a course of study. These fees are for items such as course materials, administrative support, student services and training and assessment services.

Living Planit will provide the following fee information to each client prior to enrolment:

- The total amount of all fees payable.
- Payment terms, including the timing and amount of fees to be paid and any non-refundable deposit/administration fee.
- A receipt for payment will be issued for all payments.

Living Planit advises the following in respect of fees:

- A 10% early bird discount of is offered for all courses (excludes NSW Smart and Skilled registered courses), where payment is made more than four weeks prior to the course commencement.
- We accept cards: VISA, MasterCard, American Express.
- American Express Credit Card payments will incur a 1.5% surcharge.

12.1 When and how do I pay?

Fees are payable when you receive confirmation of enrolment and course invoice. Living Planit does not charge more than \$1500 before the relevant services have been provided. Payment details are attached to the course invoice. Fees must be paid progressively prior to the agreed due date. Where the full amount is less than \$1500, fee must be paid in full on the enrolment. We may cancel an enrolment or discontinue training if fees are not paid as required. Payment methods include direct deposit or credit card. Payment details are attached to the course invoice.

12.2 Smart and Skilled

When you enrol in Smart and Skilled you may have to pay part of the cost of training, this is known as the Student Fee, the NSW Government subsidises the remainder of the fee. The fees (total and the amount you have to pay) are set by the government and cannot be changed. However, if you are entitled to a concession you will have this fee reduced and if you are entitled to an exemption then you will not have to pay any Student Fee.

When you check your eligibility as outlined in the Notification of Enrolment Student Information, you can also check out if you are entitled to a concession or exemption and how much your fees will be for the Qualification you to enrol in. We will confirm this amount when we complete the enrolment process.

Other information you should know about our Fees and Refunds processes:

- On enrolment, you will be given the total amount of all fees payable. Payment terms, including the timing and amount of fees to be paid and any non-refundable deposit/administration fee.
- Concessions or exemptions to student fees are set by the government on completion of enrolment and cannot be changed so make sure you provide us with all relevant information before you enrol.
- In some circumstances, your Jobactive Provider may pay the fee and you should discuss this with your Provider and let us know if this will be the case. An invoice will be sent to the Provider prior to completion of your Qualification.
- In some circumstances, (i.e. under certain Awards) your employer may pay the fee for Apprenticeships and Traineeships – we will let you know if this will be the case and an invoice will be sent to your Employer prior to completion of your Qualification.
- You, your Employer or your Jobactive Provider must have paid the student fees in full by the end of the training course, if you have not, we will not issue you with a Certificate.
- If you are awarded RPL or Credit Transfer before the enrolment process is completed your student fee will be adjusted to reflect the number of units awarded recognition.
- If you are awarded RPL after enrolment a refund of fees paid or an adjustment to any outstanding fees will be made.

12.2.1 First or Subsequent Qualification

Your student fee will differ depending on if you have completed other qualifications since leaving school. Those who have another qualification will pay a higher student fee.

12.2.2 Concessions

For Qualifications up to and including Certificate IV, you are entitled to a concession if you are in receipt of a specific Commonwealth Government welfare benefit or allowance or are the dependent of someone on such a benefit.

12.2.3 Exemption

You will be entitled to an exemption of fees if you are:

- Australian Aboriginal and Torres Strait Islander people
- People with a disability(ies) (see also Proof of Eligibility for fee status)
- Refugees and asylum seekers (see also Proof of Eligibility for fee status and exemption criteria specified at [Smart and Skilled Asylum Seekers and Refugees](#))
- Recipients of Fee-Free Scholarships. (see also Proof of Eligibility for fee status and [Smart and Skilled Fee-Free Scholarship](#) for scholarship eligibility rules)
- Students studying qualifications under the Entitlement Foundation Skills (EFS) program. Course fee exemptions apply for all EFS qualifications.

12.2.4 Fees for RPL or CT

Under the Smart and Skilled Program your Student Fees will be adjusted if you are granted RPL or Credit Transfer for any units in the Training Program. If you apply for, and are granted, RPL or CT before enrolment this will be inputted to the Fee Calculator and the fee you are charged will be reduced. If RPL or CT is awarded after the start of the Training Program you will receive a refund to any student fees paid. For further details refer to the Smart and Skilled Fee and Refund Information.

12.3 Fee protection

We are aware of our obligations as Registered Training Organisation to protect any student fees paid in advance. To this effect, we do not collect fees in advance of more than \$1500. A payment of \$1500 in respect of each participant is payable prior to the time of course commencement. The subsequent payments are based on the costs of your training and assessment which is yet to be delivered. If the cost of the course is less than \$1500.00, the full amount will be requested before the program commences.

12.4 Refund Information

We will make refunds to students in certain circumstances as listed in the table below. To apply for a refund, you should email a request detailing your circumstances to accounts@livingplanit.com.au. Where refunds are approved, the refund payment will be paid via electronic funds transfer using the authorised bank account nominated by you. This payment will be made within 14 days from the time you gave written notice to cancel your enrolment.

Refunds	
Circumstance	Refund Policy
Withdrawing from a training program	You will be entitled to a full refund of fees paid if you withdraw before the Refund Deadline* .
	If you give notice to withdraw your enrolment after Refund Deadline but more than (including) 5 working days before the scheduled first day of the training program, you will be entitled a refund less a \$100 administrative fee.
	If you give notice to withdraw your enrolment 5 working days or less before the scheduled first day of the training program no refund will be made.
	If you give notice to cancel your enrolment after a training program has commenced, you will not be entitled to a refund of fees that have been paid. Discretion may be exercised by the Chief Executive Officer if there is extenuating or significant personal circumstance that led to your withdrawal.
If a training program is cancelled before commencement	You will be entitled to a full refund of fees paid
*Refund Deadline is defined as ten (10) working days before the first day of face-to-face training.	
Provider Fee Refund Guarantee	
If for any reason, we cannot complete the training	You will be entitled to a refund of fees proportional to the amount of training not delivered.
If you withdraw from training but have completed an embedded	No refund will be made

qualification (i.e. complete all the units for a lower level qualification)	
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Living Planit reserves the right to amend the conditions of the student's enrolment at any time. If amendments are made that effect the student's enrolment the student will be informed 7 days prior to changes taking effect.

12.5 GST in my tuition fees

Training tuition fees are GST exempt under section 38-85 GSTR 2003/1 Goods and Services Tax, tax ruling. The ruling explains the supply of a course for 'professional or trade course' is a GST-free education course. GST does apply on the payment of some miscellaneous charges.

12.6 Statutory cooling off period

A statutory cooling off period (ten (10) days) is a period of time provided to a participant to allow them to withdraw from a consumer agreement, where that agreement was established through unsolicited marketing or sales tactics. These include tactic such as door-to-door sales and telemarketing. A statutory cooling off period allows a consumer to withdraw from a sales agreement within 10 days of having received a sale contract without penalty. In line with the Australian Consumer Law Statutory requirement, Living Planit provides participant with a ten (10) day cooling off period. Participants that wish to exercise their rights under the cooling off period, should email Master Builders at accounts@livingplanit.com.au within the ten (10) day time period requesting withdrawal.

13. Complaint and Appeal

Any participant or client, potential participant or client, or third party may lodge a complaint with Living Planit with the reasonable expectation that all matters and issues will be treated with integrity and privacy and handled systematically, objectively and appropriately in accordance with the principles of natural justice and procedural fairness.

A complaint may be lodged in respect of the conduct of:

- Living Planit RTO, its trainers, assessors or other staff.
- A third-party providing RTO services on behalf of Living Planit, its trainers, assessors or other staff; or
- Another Living Planit participant.

In respect of dissatisfaction with an assessment result, please refer to the Appeals Policy listed below.

This policy does not include complaints from facilitators and staffs.

13.1 Process

Participants are encouraged to speak immediately with their course facilitator. If the participant is not comfortable addressing the issue with the course facilitator, they are encouraged to contact the Operations Manager at operations@livingplanit.com.au or (02) 9233 3233. This conversation must occur within five working days of the incident giving raise to the complaint.

Complaints:

1. **A Complaint Request Form** will be provided to complete.
2. On receiving a complaint, Living Planit will acknowledge receipt of the complaint in writing within 5 working days of receipt. A Ticket Number will be provided to the complainant. Complaints then will be passed to the Operations Manager for further investigating. Additional information may be requested from complainant. Evidence across Living Planit records will be reviewed, and other Living Planit staffs as well as facilitators or another person will be consulted in order to propose an appropriate outcome.
3. Following the investigation, the Operations Manager will provide the complainant with a written outcome of their complaint including details of decisions made, reasons for the decisions, the complainants right of

appeal and details of the process to lodge a complaint appeal. Outcomes will also be recorded on the Complaint Register, and relevant improvement will be retained on the Continuous Improvement Register.

4. Outcomes of complaints will be provided to the participant in writing within 20 working days of receipt of the complaint. In the event the investigation exceeds 20 days, the Operations Manager will ensure the complainant is regularly updated on the progress of their complaint.

Complaint Appeals:

If the issued is not resolved in the first instance, the participant is encouraged to contact the Operations Manager in writing at operations@livingplanit.com.au within 15 working days of receipt of outcome.

1. **A Complaint Appeal Form** will be provided to complete.
2. On receiving a complaint appeal, the Operations Manager will acknowledge receipt of the complaint appeal in writing within 5 working days of receipt. The original Ticket Number will be used as the appeal number. Any additional information might be required from the complainant.
3. In investigation the complaint appeal, the Operations Manager will review the initial complaint case relative to the appeal information provided. Evidence across Living Planit records will be reviewed, and other Living Planit staffs as well as facilitators or another person will be consulted in order to propose an appropriate outcome.
4. The Operations Manager will collate all relevant evidence and present the matter to the Appeal Committee*. Meetings may be conducted on an informal basis as required case by case.
5. The Appeal Committee will review all relevant information and may request additional information from the complainant prior determining a resolution.
6. Following the investigation, the Operations Manager will provide the complainant with a written outcome of their complaint including details of decisions made, reasons for the decisions, the complainants right of appeal and details of the process to lodge a complaint appeal. Outcomes will also be recorded on the Complaint Register, and relevant improvement will be retained on the Continuous Improvement Register.
7. Outcomes of complaint appeals will be provided to the complainant in writing within 20 working days of receipt. In the event the investigation exceeds 20 days, the Operations Manager will ensure the complainant is regularly updated on the progress of their complaint appeal.

13.2 Appeal for Assessment

For any appeals which are assessment related, the participant is encouraged to submit an assessment appeal in writing at assessments@livingplanit.com.au within 14 days of receipt of assessment result.

In the first instance:

1. **An Assessment Appeal Form** will be provided to complete.
2. On receiving an assessment appeal, Living Planit will acknowledge receipt of the appeal in writing within 5 working days of receipt. A Ticket Number will be provided to participant.
3. In investigating the assessment appeal, the Operations Manager will review evidence across Living Planit records.
4. The Operations Manager will collate all relevant information and present to the original Assessor.
5. The original assessor will review the assessment appeal and re-assess participant's assessment tasks referent to Standards for RTOs 2015 Clause 1.8. A reassessed feedback will be requested to provide to the RTO within 5 working days.
6. Following the investigation, the Operations Manager will provide the participant with a written outcome of their appeal including details of decisions made, reasons for the decisions, the complainants right of appeal

and details of the process to lodge a complaint appeal. Updated assessment results will be retained systematically.

7. Outcomes of appeals will be provided to the participant in writing within 20 working days of receipt of the complaint. In the event the investigation exceeds 20 days, the Operations Manager will ensure the complainant is regularly updated on the progress of their assessment appeal.
8. Where a student is unsatisfied by the outcome of reassessment, an independent assessor who is not directly involved in the particular instance of assessing complainant's assessments will be pointed to review the appeal case and assess complainant's assessments. The independent assessor meets requirements specified in Standards for RTOs 2015 Clause 1.13, 1.14, 1.15, 1.16.

13.3 External Review

Where a participant is unsatisfied with the outcome of the complaint appeal, they may request an external review be undertaken via an independent third party. The complainant will be responsible for any additional costs associated with the review including travel and third-party representation.

The following external agencies are nominated in the first instance as relevant points of referral the person may consider:

- In relation to consumer related issues, the person may refer their complaint to the Office of Fair Trading.
- In relation to the delivery of training and assessment services, the person may refer their complaint to the National Training Complaints Service via the following phone number: 13 38 73 or visit the website at <https://www.education.gov.au/NTCH>
- In relation to matters relating to privacy, the person may refer their complaint to the Office of the Australian Information Commissioner via the following details: <https://www.oaic.gov.au/individuals/how-do-i-make-a-privacy-complaint> or call on 1300 363 992.

13.4 Confidentiality

Living Planit will treat every complaint with sensitivity, but confidentiality cannot be guaranteed in all situations. If your complaint is about another person, they have a right to know about any allegations made against them and be given a chance to respond.

*The Appeal Committee includes at least three of the following people:

- A facilitator/assessor with expertise in the area connected
- The General Manager
- The RTO Chief Executive Officer
- A representative from a relevant external authority

14. Privacy Policy

Living Planit is committed to providing confidentiality and privacy to its participants.

Living Planit will not provide participants' personal or training information to unauthorised third parties unless prior written permission has been received from the individual.

Through the processes of providing training and assessment services, Living Planit may be requested to provide details to governing authorities of training programs.

Living Planit may also provide information to the participant's employer, where applicable, for training purposes only.

Living Planit is committed to maintaining our adherence to the Privacy Act as governed by the Australian Commonwealth and State Governments.

We guarantee that we will not sell personal information to any third party.

The participant has the right to access their personal information, subject to certain exceptions provided for in the Privacy Act. If the participant requires access to their personal information, please contact the Living Planit. For security reasons, they may be required to put their request in writing and will be required to provide proof of their identity.

14.1 Privacy Notice

Under the Data Provision Requirements 2012, Living Planit is required to collect personal information about you and to disclose that personal information to the National Centre for Vocational Education Research Ltd (NCVER).

Your personal information (including the personal information contained on your enrolment form and your training activity data) may be used or disclosed by Living Planit for statistical, regulatory and research purposes. Living Planit may disclose your personal information for these purposes to third parties, including:

- School – if you are a secondary student undertaking VET, including a school-based apprenticeship or traineeship;
- Employer – if you are enrolled in training paid by your employer;
- Commonwealth and State or Territory government departments and authorised agencies;
- NCVER;
- Organisations conducting student surveys; and
- Researchers.

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

- Issuing statements of attainment or qualification, and populating authenticated VET transcripts;
- facilitating statistics and research relating to education, including surveys;
- understanding how the VET market operates, for policy, workforce planning and consumer information; and
- administering VET, including programme administration, regulation, monitoring and evaluation.

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

NCVER will collect, hold, use and disclose your personal information in accordance with the Privacy Act 1988 (Cth), the VET Data Policy and all NCVER policies and protocols (including those published on NCVER's website at www.ncver.edu.au).