



## CANDIDATE HANDBOOK

V020317

**If you find any part of this Candidate Handbook difficult to understand then please contact an MBC staff member and ask them to explain it to you in person.**

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## Welcome to MBC Accredited Training

Thank you for your enquiry regarding the programs offered at MBC Accredited Training (MBC).

MBC Accredited Training is a Registered Training Organisation (RTO), registered by the Australian Skills Quality Authority. All qualifications issued by MBC are nationally recognised (in Australia) giving you more flexibility when looking at further studies.

The process of choosing the right training provider is the first step towards your success. We invite you to contact us either by phone or email with any concerns or questions you may have. We would like you to have complete confidence in selecting MBC as the right choice for you.

It is important that you read the entire contents of this document. It is our official notice to you of MBC's policies and procedures, which we must make you aware of before any decision is made regarding enrolment.

If you have any queries or concerns with regards to any part of this document, please ensure that you clarify these issues prior to applying for enrolment.

## Our vision

'Helping people grow.' That's our vision. We hope to achieve this by providing training and assessment in a way that considers and supports other peoples' needs, objectives and challenges and not just our own that makes a real difference in people's lives.

## Legislative Requirements

MBC is required to comply with relevant Commonwealth and Queensland legislation and regulatory requirements relevant to our operations and our scope of registration. Although MBC delivers training and assessment

services Australia wide our staff are all Queensland based.

Current legislation and regulatory requirements can be viewed at [www.austlii.edu.au](http://www.austlii.edu.au).

Current legislation and regulatory requirements that affect our duties and participation in vocational education and training include (but are not limited to) the following:

**Commonwealth legislation:**

- A New Tax System (Goods and Services Tax) Act 1999, subsequent amendments, related Acts, related Regulations and Proclamations.
- Age Discrimination Act 2004, subsequent amendments, related Acts, related Regulations and Proclamations.
- AQF Implementation Handbook 2010
- Competition and Consumer Act 2010, subsequent amendments, related Acts, related Regulations and Proclamations.
- Copyright Act 1968, subsequent amendments, related Acts, related Regulations and Proclamations.
- Disability Standards for Education 2005, subsequent amendments, related Acts, related Regulations and Proclamations.
- Disability Discrimination Act 1992, subsequent amendments, related Acts, related Regulations and Proclamations.
- Fair Work Act 2009, subsequent amendments, related Acts, related Regulations and Proclamations.
- Human Rights and Equal Opportunity Commission Act 1986, subsequent amendments, related Acts, related Regulations and Proclamations.
- National Vocational Education and Training Regulator Act 2011, subsequent amendments, related Acts, related Regulations and Proclamations.
- Privacy Act 1988, subsequent amendments, related Acts, related Regulations and Proclamations.
- Racial Hatred Act 1995, subsequent amendments, related Acts, related

Regulations and Proclamations.

- Racial Discrimination Act 1975, subsequent amendments, related Acts, related Regulations and Proclamations.
- Sex Discrimination Act 1984, subsequent amendments, related Acts, related Regulations and Proclamations.
- Student Identifiers Act 2014, subsequent amendments, related Acts, related Regulations and Proclamations.
- Work Health and Safety Act 2011, subsequent amendments, related Acts, related Regulations and Proclamations

### **Queensland legislation:**

- Anti Discrimination Act 1991, subsequent amendments, related Acts, related Regulations and Proclamations.
- Vocational Education, Training and Employment Act 2000, subsequent amendments, related Acts, related Regulations and Proclamations.
- Work Health and Safety (National Uniform Legislation) Act 2011, subsequent amendments, related Acts, related Regulations and Proclamations.
- Workers Compensation and Rehabilitation Act 2003, subsequent amendments, related Acts, related Regulations and Proclamations.

## Candidate Expectations

All Candidates are expected to:

- Ensure that all information provided to MBC is accurate.
- Notify MBC of any contact changes (email, phone, address etc).
- At all times strive to achieve a high level of proficiency through commitment to completion of their program.
- Advise MBC of any difficulties or problems they may experience with MBC Staff, other Candidates, our training content and/or the assessment process or procedures that are required to be followed.
- Ensure that they keep electronic copies of all work that they submit.

- NOT claim as their own work, any work done by another person or derived from another source.

## Training and Assessment that meets your needs

MBC is committed to ensuring you receive training, assessment and support services that meet your individual needs. To achieve this, we need to know what your needs are.

If at any point throughout your course you require any assistance or support please discuss these needs with MBC staff and we will do our best to help. If you have any special needs, including those that relate to language and literacy, learning, mobility, visual impairment or hearing please notify staff as soon as possible, preferably at the start of your course, to allow us to cater for any of your needs. If you do not tell us about any condition that may affect your learning, we will not be able to assist you if the need arises.

Note that any information you tell us in relation to your needs will remain confidential and will only be used to support you.

## Privacy Policy

MBC Accredited Training ('MBC') understands the importance people place on their privacy and personal information. As such we take privacy very seriously and comply with the requirements of the Australian Privacy Principles of the Commonwealth Privacy Act where they apply to our dealings with individuals. A copy of the Australian Privacy Principles can be accessed [here](#). Where an inconsistency exists between this policy and the Australian Privacy Principles the Australian Privacy Principles will apply to the extent of any such inconsistency.

- 1.0 MBC will take such steps as are reasonable in the circumstances to implement practices, procedures and systems relating to our functions and activities that will ensure that we comply with the Australian Privacy Principles and that will enable us to deal with enquiries or complaints

from individuals about our compliance with the Australian Privacy Principles.

- 1.1 MBC is required to collect Australian Government AVETMISS information about individual enrolments and report this information to State and Federal Government Departments on an ongoing basis. More detailed information on AVETMISS information can be found [here](#). This information is collected in enrolment forms and stored in our student management system and reported to State Government reporting authorities each month and to the Federal Government at least once a year.
- 1.2 MBC also collects contact and communication information from the people that we deal from time to time (such as email address, name, home or work address, telephone and mobile numbers, diary notes of conversations with our staff etc). This information is collected from business cards, email signatures, direct discussions with people and from other communication sources and stored in our customer relationship management system for the purpose of maintaining accurate contact information and accurate records of communications.
- 1.3 MBC also collects anonymous demographic information, about our customers, such as their postcode, age, gender, preferences, interests and favourites in order to improve our segmentation of markets that we service.
- 1.4 MBC also collects analytical data about computer hardware and software that is used to access our website. This information can include: the user's IP address, cookie information, the pages you request, browser type, domain names, access times and referring Web site addresses. This information is used by MBC for the operation of our online services, to maintain and improve the quality of those services, and to provide general statistics regarding the use of those services.

- 1.5 MBC also stores personal information such as names, dates of birth and email addresses in our cloud based learner management system. Our learner management system is hosted by a US third party and all of the data is encrypted using SSL encryption. The Data Centers are located in the United States of America and each server is protected by biometric locks and round the clock interior and exterior surveillance monitoring.
- 1.6 MBC also stores personal information such as names, dates of birth, bank account details, email addresses and ledger account balance details in our accounting systems for the purpose of maintaining accurate account information for our debtor and creditor clients.
- 1.7 Unless advised in writing to the contrary Candidates permit MBC to publish any still photographic images and/or video/sound recordings taken of them and personal information such as their name, job role position, name of the organization they work for and it's location, the course that they are or were enrolled in and other information related to MBC's programs, activities and initiatives that they are or were involved in, on MBC's website blog and RSS feed and other related social media sites that MBC's blog feeds into and that MBC uses, in newsletters uploaded to the web, in printed promotional material, in advertising, in displays and in competitions and local media. Workplace supervisors and employers/host employers also permit MBC to publish any still photographic images and/or video/sound recordings taken of them and/or their organisation and personal information such as the workplace supervisor's name, job role position, name of the employer's/host employer's organization and location, and other information related to MBC's programs, activities and initiatives that they are or were involved with, on MBC's website blog and RSS feed and other related social media sites that MBC's blog feeds into and that MBC uses, in newsletters uploaded to the web, in printed promotional material, in advertising, in displays and in competitions and local media. MBC also uses RSS Blog feeds and social media sites such as Facebook, Twitter, You Tube, Vimeo and LinkedIn and any personally



identifiable information or personally sensitive data disclosed directly by users on RSS blog feeds and public message boards on these sites may be collected and used by others. MBC will remove all published content covered by this consent from its sites and the social media pages and advertising mediums that it owns and controls if a candidate, workplace supervisor, employer or host employer later decides to withdraw this consent however MBC has no control over information that is or has been shared or broadcasted by other people or organisations.

- 1.8 MBC websites may contain links to other sites that are not under our control. These websites have their own policies regarding privacy. You should review those policies before visiting the websites. We have no responsibility for linked websites, and we provide these links solely for the convenience and information of our visitors.
- 1.9 MBC enforces a clean desk policy. Hard copy documentation such as enrolment forms that contain personal information are kept stored in locked cabinets or rooms and computers are password protected and put to sleep when operators are away from their desk. MBC operators entering personal information into our software do so in circumstances where no one else is able to view the data being entered. All hard copy information is shredded and destroyed once electronic copies have been made.
- 2.0 Electronic information is backed up offshore using the Mozy Pro Secure Online Backup Service. This service is protected by Mozy Pro's military grade security that has successfully completed a SOC 1 SSAE 16 Type II audit and received ISO 27001 certification. MBC staff share documents in the cloud using the Drop Box service. Drop Box uses modern encryption methods to transfer and store data including Secure Sockets Layer (SSL) and AES-256 bit encryption and a two-step verification process. Both Mozy Pro and Drop Box data Centers are located in the United States of America.

- 2.1 Our student management system is hosted through the cloud via a contracted Australian third party. Student Management information is accessed by HTTPS 128 or 256 bit Secure Sockets Layer (SSL) with forms-based authentication. User login information is stored in encrypted LDAP databases and authentication is performed on every page request.
- 2.2 MBC ensures that third parties providing cloud-based services to MBC follow privacy protection at least equal to MBC's.
- 2.3 MBC will ensure that the information provided to us remains private and is used only for the purposes our customers agree to. We may reveal customer names and details of sales (product description and amount of sale) that have been made to our affiliates who have participated in our lead generation programs as this is how we calculate the lead generation and website advertising fees that are payable. MBC will not reveal, disclose, sell distribute, rent, license, share or pass personal information on to a third party without our customer's written consent.
- 2.4 In some cases we will be required by law (contractual and/or legislative obligations) to make information available to others such as Registering Bodies from State or Federal Government Departments. MBC may also disclose your personal information in circumstances where you would reasonably expect us to do so, where it is reasonably necessary to lessen or prevent a serious and imminent threat to an individual's life or health or where it is reasonably necessary for the enforcement of criminal law. In all other cases we will ensure that we have the written permission of our clients.
- 2.5 Individuals may request access to and/or an update of their personal, enrolment and course outcome information by submitting a written request via email to MBC Admin. Upon substantiation of identity (and accuracy of the proposed amendments) records will be made available (and/or updated) within five (5) working days.

- 2.6 An individual's request to access or update their information can be dealt only with by authorised staff. Evidence of an individual's request is to be kept in their Student Management System file (eg. email from the individual, signed written request, diary note of the conversation etc).
- 2.7 A note must be made in their Student Management System file regarding how their identity was verified (eg. known personally by staff, showed drivers license number.. etc)
- 2.8 At times, Police may approach MBC for information regarding individuals. If Police want to interview an individual regarding law enforcement issues, staff are to pass on to Police the individual's whereabouts and other contact details. If Police want to inspect an individual's file and other documentation, they should be asked to provide the necessary legal documents to obtain such access. In both of the above cases Police should be asked to put their requests in writing. If information or access is given, a note detailing the circumstances must be made on the file. MBC's Director should also be contacted should assistance or advice be required.
- 2.9 MBC may receive requests from third parties requesting personal information about individuals. First, before any such information is released, a signed authorization from the relevant individual must be obtained. Secondly, if the signed authorization is not delivered in person by the individual, staff are to confirm with the individual that the authorization was not obtained under duress. Steps to obtain such confirmation would depend on the circumstances. A phone call may be in order if the private phone number is known and the staff member recognises the individual's voice. All formal requests for access to information about individuals are to be reported to the Director, including routine cases, for monitoring purposes and evidence of the formal request and authorization is to be kept in the individual's Student Management System file.
- 3.0 It is a term and condition of enrolment that all Candidates provide us

with their irrevocable consent for confirmation and verification of certificates that have been issued to them to be provided to third parties upon presentation to MBC of the candidate's name, date of birth and the name of the course that the candidate purportedly completed.

- 3.1 It is a term and condition of enrolment that all Candidates provide us with their irrevocable consent for details regarding their course progress and academic conduct to be provided to employers and/or other stakeholders who have paid for, either in full or in part, their training and/or assessment.
- 3.2 It is also a term and condition of enrolment that all Candidates provide us with their irrevocable consent for details of any academic misconduct that they have been found guilty of to be published to third parties.
- 3.3 Individuals can complain about a breach of the Australian Privacy principles by following the procedures outlined in MBC's Complaint's Policy (or Staff Grievance Policy where applicable).

## Training and Assessment Programs

- 1.0 Prior to enrolment in a course candidates have access via MBC's website and through enquiry discussions with MBC staff to the terms and conditions of their proposed enrolment. Details of how we check to ensure that courses are suitable for prospective candidates are documented in suitability checklists and, where applicable, published course information.
- 1.1 Our published course information details the training and assessment processes that will be followed for individual courses.
- 1.2 MBC is responsible for the quality of the training and assessment in compliance with the Standards for Registered Training Organisations 2015 and for the issuance of the AQF certification documentation within 30 calendar days of the learner being assessed as meeting the

requirements of the training product if the training program in which the learner is enrolled is complete, and providing all agreed fees the learner owes to MBC have been paid.

- 1.3 Unless a specific strategy, plan, publication or tool provides otherwise, assessment is conducted holistically across all of the units in the course, or across all of the units in each cluster agreed to in an assessment plan, and candidates can re-submit their evidence for assessment as many times as they need throughout their course but once the course end date expires no more assessment evidence will be accepted unless a course extension has been granted. The candidate can submit evidence of their competency at any time throughout the course either in person or via their assessor's 'mbc' email address (*or where available, via our Learner Management System's Assessment Lodgement facility*).
- 1.4 The assessor will endeavour to review and provide feedback on evidence that has been submitted within five (5) working days of receipt of that evidence (*outside of our normal holiday periods*).
- 1.5 Assessment is based on the actual skills and knowledge that can be demonstrated in the workplace (*and, where applicable, any additional legislative requirements*) and our trainers and assessors have flexibility and discretion in selecting assessment methods and evidence gathering techniques to assess each unit of competency / module so that these can be efficient, cost effective and tailored to meet the varying needs of each candidate and can ensure that valid, authentic, reliable, current and sufficient evidence is collected. Your assessor will discuss the range of available evidence gathering tasks and activities with you to ensure that your evidence plan is suitable.
- 1.6 If your trainer and assessor asks you to demonstrate the performance of practical skills they will let you know at that time where, when and how this is to be done. They will also provide you with details at that time of any conditions of the assessment such as announced versus unannounced observations, period of observation etc., and give you

advice on the most appropriate method to use for collecting that evidence.

- 1.7 If you practice any new skills at and/or collect evidence from a real or simulated workplace that you have arranged on your own that has not been inspected by MBC to ensure a safe environment then this is done so at your own risk.
- 1.8 Please keep copies of all of the evidence that you submit to your assessor for the duration of your enrolment.
- 1.9 Please send feedback to us (*either to your trainer and assessor or to administration or management*) at any time throughout your enrolment with details of any opportunities for improvement with the training, assessment and support services provided so far.
- 2.0 A decision record completed by an assessor is only indicative of the final official result. The candidate's official decision notification will come from MBC Administration once we have conducted our own review and moderation of the decision and evidence collected.
- 2.1 If you are able to successfully complete all of the units or modules in your course then a Testamur Certificate and a Record of Results Certificate will be issued to you within 30 days of the final official MBC assessment and approval of your results. If you are unable to successfully complete all of the units or modules in your course then a Statement of Attainment Certificate will be issued for those units / modules you have been able to successfully demonstrate competency in.

## Refund Policy

- 1.0 All candidate refunds are paid to the candidate enrolled in an MBC program unless that candidate provides a written direction to MBC to pay the refund to someone else.

- 1.1 All refunds are made in Australian currency. Applications for refunds must be made in writing to the director by way of signed and dated letter or via the email address nominated on the candidate's application form.
- 1.2 The director will determine within 14 days if they are to approve the refund and a credit note will be issued if approved within 7 days of the determination.
- 1.3 Notification will be given to the candidate requesting the refund if the refund has not approved within 7 days of the determination.
- 1.4 All refunds are made via 'EFT' to the nominated account within 7 days of the credit note being issued.
- 1.5 The following refund policy applies to all accredited courses but is subject to any change documented in course specific terms and conditions agreed to (*In such a case the course specific terms and conditions will apply to the extent of any such inconsistency*):

TRAINING AND ASSESSMENT REFUND POLICY	
When Notice of Cancellation is received	Amount of total course fees payable that is refundable
Where MBC receives notice from the candidate at least two weeks prior to the start date that they wish to cancel the program	100%
Where MBC receives notice from the candidate after two weeks prior to the start date that they wish to cancel the program	Nil but a full credit will be applied towards the next available course.
Where MBC receives notice from the candidate on or after the start date that they wish to cancel their program	Nil
<p><u>Traineeship Apprenticeship Students and Certificate 3 Guarantee Candidates</u></p> <p>100% of the student's unit contribution fee charged for training and/or assessment delivery that has not yet commenced at the time of the cancellation or withdrawal of the unit enrolment will be refunded in full.</p> <p>50% of the student's unit contribution fee charged for training and/or assessment delivery that has commenced but not completed at the time of cancellation or withdrawal of the unit enrolment will be refunded.</p> <p>100% of that part of an employer contribution fee paid that relates to units not yet delivered and for which training and/or assessment has not yet commenced at the time of cancellation or withdrawal from a course will be refunded to the employer in full. (Employer Contribution Fee paid divided by the number of units in the course multiplied by the number of units not yet delivered and for which training and/or assessment has not yet commenced).</p> <p>50% of that part of an employer contribution fee paid that relates to units not yet delivered but for which training and/or assessment has commenced but not completed at time of cancellation or withdrawal from the course will be refunded to the employer in full. (Employer Contribution Fee paid divided by the number of units in the course multiplied by the number of units not yet delivered but for which training and/or assessment has commenced but not completed at time of cancellation of the course).</p>	

- 1.6 No refunds are payable in relation to non accredited online training products sold such as mp3 courses and online video based non accredited training programs and unless specified otherwise in those product specific terms and conditions.
- 1.7 If a candidate is booked into one or more face-to-face classroom workshops and wishes to re-schedule then a \$150 transfer fee applies if the request is received prior to the start of the original session or original sessions. If the request is received after the start of the original session or original sessions then a transfer fee equivalent to 50% of the



total course fees payable will be required before effecting the re-schedule.

- 1.8 In the event that MBC cancels or discontinues a training and/or assessment service the accounts officer will refund in full any money paid for services which MBC has not yet performed within 30 days of the cancellation or discontinuance unless another mutually acceptable arrangement has been agreed upon between the candidate and MBC.

## Non-Payment of Fees

Student results and certification are withheld for non or underpayment of outstanding fees due.

## National Recognition

MBC will accept and provide credit to learners for units of competency and/or modules (unless licensing or regulatory requirements prevent this) where these are evidenced by:

- a) AQF certification documentation issued by any other RTO or AQF authorized issuing organization (such as a university); or
- b) authenticated VET transcripts issued by the Registrar.

MBC is not obliged to issue a qualification or statement of attainment that is achieved wholly through recognition of units and or modules completed at another RTO or RTOs.

Where the unit of competency for which credit is requested is not current and/or is current but has been superseded then an RPL process will apply and a comparison will be made between the requirements of the current version of that unit and the version held by the Candidate to see if they are actually equivalent or if differences apply. If differences are identified then the assessment tools that we have for the current version of that unit or module can be used by an Assessor to conduct assessment in relation to those

differences.

Before providing credit on the basis of the qualification, statement of attainment or record of results, MBC will authenticate the information in the document.

## Course Extension Policy

Course terms (*durations*) are documented on our website and in Training and Assessment Plans.

Upon expiry of a Candidate's enrolment MBC may in its absolute discretion, at the request of the Candidate and upon receipt of payment of a course enrolment extension fee (the amount of which to be decided by MBC based on the prevailing rate at that time), re-open the Candidate's enrolment for another course term.

## Academic Misconduct

All Candidates are expected to maintain high standards of academic honesty and integrity. Academic misconduct is defined as misbehavior by a Candidate or attempts by Candidates to cheat, plagiarise or otherwise act dishonestly in undertaking an assessment task, or assisting other Candidates to do so. Candidates are considered guilty of cheating if they seek to gain advantage by unfair means such as copying another Candidate's work, or in any way mislead an Assessor about their knowledge, ability, or the amount of original work they have done.

The Assessment Manager is responsible for investigating allegations of academic misconduct. Candidates are advised of suspected misconduct and the evidence supporting this and given an opportunity to respond.

The standard for concluding that there has been academic misconduct is the balance of probabilities. The mandatory penalty for a finding of academic misconduct is cancellation of a Candidates enrolment. It is a term and

condition of enrolment that all Candidates provide their irrevocable consent for details of any academic misconduct that they have been found to have engaged in to be published to third parties.

## Storage of Candidate Records

MBC stores Candidate Records on a secure server. Electronic records are backed up daily in different locations and protected from unauthorised access through encryption and password control. Registered Training Organisations are required to keep a record of student results and qualifications / statements of attainment issued for a prescribed minimum of 30 years.

Actual completed assessment evidence and records of the judgements made are required to be kept for a period of six months from the date of the judgement or such other period of time as directed by the national regulator. Longer retention periods may apply under funding contract arrangements.

## Access to Candidate Records and Participation

MBC is committed to providing you with accurate and current records of your participation and progress. If at any point you wish to view your Candidate file or discuss your progress in the course, please contact your Trainer and Assessor or one of our Administration Officers and they will be more than willing to help you.

Candidates may request access to their enrolment and course outcome records by submitting a written request to [admin@mbc.edu.au](mailto:admin@mbc.edu.au). Upon substantiation of identity records will be made available within five (5) working days.

## Fees Paid in Advance

MBC protects fees paid in advance by collecting no more than \$1,500 from each individual Candidate prior to the commencement of a course. Following

course commencement, MBC may require payment of additional fees in advance from a Candidate but only such that at any given time, the total amount required to be paid which is attributable to tuition or other services yet to be delivered to the Candidate does not exceed \$1,500.

## Other Charges

Replacement or copies of Testamurs, Statements of Attainment and/or other certified documents are available at a cost of \$50 per request. These documents are to be collected from MBC within 28 days.

There may be mandatory fees payable where a training and assessment service is funded by a government. Candidates will be advised of this prior to confirmation of enrolment.

## Methods of Student Payments

Candidates may pay in person or online by Paypal, Credit Card or via EFT or Direct Bank Deposit.

## Non-Payment of Fees

Candidate results and certification are withheld for non or underpayment of outstanding fees due except where legislation or contractual obligations provide for otherwise.

## Course information

Candidates are informed via our website and in person prior to enrolment about the training, assessment and support services to be provided and about their rights and obligations (as outlined in this Candidate Handbook, MBC's Application for Enrolment Form and MBC's relevant Training and/or Assessment Plan).

## Provision for Language, Literacy & Numeracy Assessment

We provide advice, support and help for any language, literacy and numeracy assistance on request. We will also monitor language, literacy and numeracy skills through our application forms, feedback from employers and candidates and through the training and assessment process.

If at any time we feel that a candidate requires language, literacy and numeracy assistance we will endeavour to help where we can by either tailoring learning and assessment materials to match the learner's needs or by referring the learner to an external LL&N support provider such as their local TAFE campus.

## Other Candidate support

We offer other support in

- Recognition of Prior Learning assessment.
- Options in learning.
- Small Group and One-on-One Coaching (*where included in a course program*).
- Pre-course interviews.
- Course Progress Intervention.
- Through information on our web site.

Every calendar quarter currently enrolled candidates are contacted by MBC Administration and reminded about the support assistance available to them and surveyed in relation to their satisfaction with the services provided by MBC. Candidates are also surveyed again in relation to their satisfaction with the services provided by MBC on completion of their course.

Trainers and Assessors will counsel those candidates identified as requiring additional assistance by providing information on various strategies to assist them to overcome any difficulties they may be having with their studies.

## Examples of Reasonable Adjustments

Our assessment process can be modified where it is reasonable to do so to ensure that you are not disadvantaged in anyway. You can find some examples of reasonable adjustments that can be made in certain circumstances provided they do not contradict the requirements of the training products and the RTO standards in the table below:

Learner difficulty	Examples of reasonable adjustments
Maintaining concentration	<ul style="list-style-type: none"> <li>• additional time</li> <li>• access to a scribe</li> <li>• split sessions</li> <li>• separate assessment venue</li> </ul>
Expressing knowledge in writing	<ul style="list-style-type: none"> <li>• additional time</li> <li>• access to a scribe</li> <li>• multiple choice and short answer questions in preference to long answer questions</li> <li>• models and practical examples</li> <li>• oral assessment</li> </ul>
Spelling and/or grammar	<ul style="list-style-type: none"> <li>• additional time</li> <li>• access to a scribe</li> <li>• oral assessment</li> <li>• an audiotape or Dictaphone</li> <li>• a personal computer with spelling and grammar checkers, dictionaries, thesauruses</li> <li>• special equipment</li> <li>• multiple choice and short answer questions in preference to long answer questions</li> <li>• models and practical examples for the learner to demonstrate what he/she means</li> <li>• other assessment methods such as taped interviews, slide presentations, photographic essays or models</li> </ul>

Numbers and numerical concepts	<ul style="list-style-type: none"> <li>• additional time</li> <li>• a calculator</li> </ul>
Understanding spoken information and instructions	<ul style="list-style-type: none"> <li>• additional time</li> <li>• rest breaks</li> <li>• split sessions, on the same or successive days, to prevent the learner working for extended periods</li> <li>• simple direct language</li> <li>• instructions step-by-step</li> <li>• repetition of information given</li> <li>• asking the learner to repeat what she/he is required to do to check for understanding</li> <li>• demonstrating what is required</li> </ul>
Communicating orally, for oral assessments	<ul style="list-style-type: none"> <li>• additional time</li> <li>• access to an interpreter</li> <li>• a personal computer with voice synthesizer</li> <li>• a reader of the learner's work</li> </ul>
English language	<ul style="list-style-type: none"> <li>• additional time</li> <li>• a dictionary and/or thesaurus</li> <li>• a personal computer with spelling and grammar checker, dictionary and thesaurus</li> </ul>

## Transition to New Course/Unit Versions

Where your course is, or where the units that you are enrolled in are, subsequently superseded by a newer version you authorise us to withdraw you from the expiring version and enroll you into the superseding version. When this occurs MBC will at no additional charge to you review the material differences between any expiring units and superseding units and carry out any necessary gap training and assessment in order to provide you with every opportunity to get a full credit for the transfer. You will at all times still be entitled to a statement of attainment for results achieved in the expiring course or unit.

## Access and Equity

Access and Equity policies are incorporated into operational procedures. MBC prohibits discrimination towards any group or individuals in any form, inclusive of:

- Gender
- Pregnancy
- Race, colour, nationality, ethnic or religious background
- Marital status
- Physical or intellectual or psychiatric disability
- Homosexuality (male or female, actual or presumed)
- Age

MBC encourages Candidates with diverse backgrounds and a genuine interest in expanding their knowledge and skill to apply for admission into all programs.

Programs are designed and, wherever possible, facilities are set up to enhance flexibility of delivery and assessment in order to maximise the opportunity for access and participation by disadvantaged people.

## Discrimination and Harassment

MBC is strongly committed to providing its personnel and customers with a workplace free from all forms of discrimination and harassment.

### **What is unlawful discrimination?**

Under Federal and State legislation, unlawful discrimination occurs when someone, or a group of people, is treated less favourably than another person or group because of their race, colour, national or ethnic origin; sex, pregnancy or marital status; age; disability; religion; sexual preference; trade union activity; or some other characteristic specified under anti-discrimination or human rights legislation.



Workplace discrimination can occur in:

- Recruiting and selecting staff.
- Terms, conditions and benefits offered as part of employment.
- Who receives training and what sort of training is offered.
- Who is considered and selected for transfer, promotion, retrenchment or dismissal.

### **What is unlawful harassment?**

Under Federal and State legislation, unlawful harassment occurs when someone is made to feel intimidated, insulted or humiliated because of their race, colour, national or ethnic origin; sex; disability; sexual preference; or some other characteristic specified under antidiscrimination or human rights legislation. It can also happen if someone is working in a 'hostile' – or intimidating – environment.

Harassment can include behaviour such as:

- Telling insulting jokes about particular racial groups.
- Sending explicit or sexually suggestive emails.
- Displaying offensive or pornographic posters or screen savers.
- Making derogatory comments or taunts about someone's race or religion.
- Asking intrusive questions about someone's personal life, including their sex life.

### **What harassment / discrimination is not**

Workplace harassment or discrimination must not be confused with legitimate comment and advice (including relevant negative comment or feedback) from Trainers and Assessors on the study and/or assessment performance or study and/or assessment related behaviour of an individual or group.

### **What is workplace bullying?**

One definition of workplace bullying is “the repeated less favourable treatment of a person by another or others in the workplace, which may be considered unreasonable and inappropriate workplace practice. It includes behaviour that intimidates, offends, degrades or humiliates a worker”.

Bullies usually utilise power attributed to their status, skills or position in the workplace, and both men and women can be the targets and/or the perpetrators. Workplace bullying can occur between Candidates, Trainers and Candidates, Assessors and Candidates, a worker and a manager or supervisor, or between co-workers.

Bullying behaviour can range from very obvious verbal or physical assault to very subtle psychological abuse. This behaviour may include:

- Physical or verbal abuse.
- Yelling, screaming or offensive language.
- Excluding or isolating Candidates or employees.
- Psychological harassment.
- Intimidation.
- Assigning meaningless tasks unrelated to the job.
- Giving employees impossible jobs.
- Deliberately changed work rosters to inconvenience particular employees.
- Undermining work performance by deliberately withholding information vital for effective work performance.

### **Victimisation**

Victimisation involves treating someone unfairly because they have made, or intend to make, a discrimination or harassment complaint. This also includes those who have supported another person in making a complaint.

### **Responsibilities**

All Candidates have the responsibility to monitor their own conduct and to

maintain appropriate standards of behaviour. Further, all Candidates must:

- Act in accordance with MBC values and rules;
- Speak out against discrimination and harassment if it is witnessed;
- Be aware of the issue of harassment, of the forms it can take and of the damage it can do to individuals and organisations; and
- Ensure that their conduct does not include behaviour that could possibly constitute harassment.

### **Action to be taken**

Any Candidate who believes he or she is being subjected to any kind of discrimination / harassment should not ignore it, as ignoring it may be seen as unspoken consent from the alleged harasser's point of view.

Refer to MBC's Complaints and Appeals Policy for further information on the action that should be taken.

## **Work Health and Safety**

MBC will provide healthy and safe workplaces by taking all possible actions to identify, evaluate and control those factors in the workplace, which have the potential to cause injury or ill health and we will abide by all relevant State and Federal Work Health and Safety (WH&S) laws.

It is everyone's responsibility to take reasonable care for the health and safety of others within the workplace.

### **Responsibilities**

- Report all injuries and near misses to your Trainer and/or Assessor and record them on MBC's **Incident Report Form** (available from admin).
- Meeting your fire warden at any new venue when requested to do so.
- Follow all Work Health and Safety procedures and fully participate in Work Health and Safety training (when this is provided to you).

- Take care of your own safety and that of others at work.
- Report any potential hazards to your Trainer and/or Assessor and record them on MBC's **Hazard Report Form** (available from admin).
- Using safe work practices and obey all instructions issued to protect your personal health and safety, and that of others.
- Discussing any safety concerns with your Trainer and/or Assessor.
- Keeping work areas in a safe, clean and tidy condition.
- Refer any equipment for repair or maintenance when noticed.

### Computer Safety

It is important to use good health and safety practices while working at your computer. These practices include regular exercise and the correct setting up of your workstation, lighting and power access.

Constant use of the mouse and repetitive keyboard activity can contribute to injuries associated with occupational overuse syndrome.

Refer to this [link](#) for some excellent examples of the following:

- What regular exercise can you do?
- Where do you place your monitor for the best lighting?
- How can you minimise eyestrain?
- What is the correct way to access the power supply?
- How do you set up your workstation?
- How do you minimise fatigue and strain when using a keyboard?

A checklist is also provided at that link. Please report any broken links to MBC immediately via [admin@mbc.edu.au](mailto:admin@mbc.edu.au).

### Copyright Act 1968

The Copyright Act 1968 (Cth) grants exclusive rights to copyright owners to use copyrighted material, including the right to reproduce or copy, publish, perform, communicate, translate or adapt the material.

**Key points for students:**

- You will not infringe copyright if you use material for the purposes of research or study, provided that your use is fair.
- You do not need to be enrolled in a course – you could be researching or studying something for yourself.
- In some cases, specific provisions in the Copyright Act allow people working in libraries to copy material for you if you need it for research or study.

**Using copyright material for research or study**

As a result of special provisions in the Copyright Act, if you use copyright material for the purpose of research or study, you do not infringe copyright, provided your use is “fair”. Whether or not your use is fair will depend on all the circumstances.

**Working out what is “fair”**

The Act sets out two situations deemed fair when dealing with copyright material for research or study and sets out guidelines which should be applied in other cases.

A “reasonable portion” of text or notated music

If you are reproducing text or printed music from a hard copy edition of 10 or more pages, the Act deems that it is fair to copy:

- 10% of the number of pages; or
- one chapter, if the work is divided into chapters.

For text material published in electronic form, it is deemed to be fair to copy:

- 10% of the number of words; or
- one chapter, if the work is divided into chapters.

If the material is available in hardcopy and separately in electronic form, you can choose which form to use, and apply the relevant test to work out what is deemed to be fair.

## National Vocational Education and Training Act 2011

This legislation was enacted to establish the national VET regulator – the Australian Skills Quality Authority (ASQA) and the regulatory framework for Australian Registered Training Organisations.

ASQA regulates courses and training providers to ensure nationally approved quality standards are met.

One of the core conditions of MBC's registration is that we comply, pursuant to this Act, with the requirements set out in the VET Quality Framework details of which can be accessed [here](#).

Please report any broken links immediately to [admin@mbc.edu.au](mailto:admin@mbc.edu.au).

## Complaints and Appeal Policy

1. All complaints and appeals are taken seriously and their findings incorporated into procedures as appropriate.
2. Should anyone have a concern or complaint about the conduct of:
  - *our organization, our trainers, assessors or other staff;*
  - *a third party providing services on our behalf, our trainers, assessors or other staff; or*
  - *one of our learners/candidates;*

the following steps are to be followed:

- *They should discuss the issue with the person involved or their trainer and/or assessor to try and resolve it verbally.*
- *If no resolution is reached, they should discuss the issue with their trainer and/or assessor or the director to see if it can be resolved informally. If the concern is with their trainer and/or assessor then it should be raised and discussed with the director at this stage. If the concern is with the director, then the director will appoint an independent person to initially informally investigate and mediate the concern.*
- *If still no resolution then, subject to paragraph three (3) below, they should lodge a formal complaint by putting the following information relating to the complaint in writing to the director via email to [management@mbc.edu.au](mailto:management@mbc.edu.au) addressing the following issues:*

#### **Complaints:**

- *Description of the complaint.*
- *Steps you have taken to deal with it.*
- *What you would like to happen to fix the problem and prevent it from happening again.*

#### **Assessment Appeals:**

- *Course.*
  - *Name of Assessor and date of assessment.*
  - *Unit and Assessment Task under appeal.*
  - *Reason for appeal.*
3. An assessment appeal is not available once twenty-one (21) calendar days have lapsed since notification of the assessment result.
  4. The complainant can request any staff member to help them to put the information required in paragraph two (2) above relating to the complaint in writing via email.
  5. The director will reply via email to the formal written complaint within

seven (7) calendar days to acknowledge its receipt and ensure that each person who has had allegations made against them is given an opportunity to tell their side of the story before making a final decision.

6. The director will ensure that the decision-maker is independent. If the complaint is against conduct of the director, then the director will appoint an independent person to investigate and mediate the complaint.
7. The director, or the independent person appointed as the case may be, will conduct a review of the issues raised in the complaint after interviewing all of the relevant parties involved and provide the complainant with a written response addressing all of the issues raised in the complaint and detailing recommendations for resolution of the issues raised.
8. The director, or the independent person appointed as the case may be, will, in respect of an assessment appeal, after interviewing all of the relevant parties involved conduct a review of the original decision made, and of any new supporting evidence provided by the complainant, with the training and assessment manager and any other suitably qualified independent people deemed necessary to effect a fair review and provide the complainant with a written response addressing all of the grounds raised in the appeal and detailing recommendations for resolution of the issues raised.
9. If the complainant is still not satisfied with the outcome following the processes outlined above then they can lodge via email, within fourteen (14) calendar days of receipt of our written recommendations for resolution of the issues raised, a request for an independent third party review.
10. Within seven (7) calendar days of receipt of a request for an independent third party review we will arrange at our cost for one mediation session of up to two hours to be conducted by a mediator who is independent of the parties through the Resolution Institute's Student Mediation Scheme.



11. If we consider that more than sixty (60) calendar days are required to process and finalise the complaint the director will inform the complainant of this in writing and include reasons why more than 60 calendar days are required and the director will regularly update the candidate on the progress of the matter.
  
12. Nothing in our complaints and appeals policy negates the right of a candidate to pursue other legal remedies.