

VSL Policy - 2022



Job Training Institute Pty Ltd

Lifting You to the Next Level!

RTO Number: 122208 CRICOS Number: 03373B

**VET Student Loan (VSL)
Policy and Procedure
Manual - 2022**



Table of Contents

| | |
|--|----|
| Pre-Training Review Policy and Procedure (Enrolment process) | 3 |
| Enrolment Policy and procedures | 6 |
| Language Literature and Numeracy Policy and Procedure | 10 |
| Student complaints Policy and Procedure | 12 |
| Fees and charges policy and procedures (Domestic students) | 16 |
| Refund policy (Domestic students) | 20 |
| Refund Policy - VSL..... | 21 |
| Statement of VET Tuition Assurance | 24 |
| Withdraw, Deferment, Suspension and Cancellation Policy | 27 |
| Student Debt Review Procedure for Re-Crediting VSL Balance..... | 36 |
| Transition of Superseded Qualification Management Policy and Procedure | 40 |
| Access and Equity | 44 |
| Privacy Policy | 51 |

Pre-Training Review Policy and Procedure (Enrolment process).

Purpose

The purpose of this policy is to review the needs of all potential students and make recommendations as to the most appropriate course that will meet their requirements and capabilities.

Policy

This policy is to ensure Job Training Institute (JTI) students are enrolled in the right course that will lead them to desired future career paths.

- JTI delegated staff will conduct a pre-training review (PTR) with the applicant before the applicant completes the VETenrol (online registration including enrolment form and Skills First program form) to ascertain the suitability of the course to the student. Enrolment Officer will use the PTR form for this purpose. The PTR process will include, assessing the applicant against course entry requirements
- Conducting a face-to-face interview using our pre-training review form signing the commitment to complete the course in the PTR form Conducting LLN assessment prior to enrolment.
- For each Eligible Individual (VSL student), JTI must conduct a Pre-Training Review (PTR) of current competencies including language, literacy and numeracy skills prior to commencement in training. The Pre-Training Review must:
 - Identify any competencies previously acquired (Recognition of Prior Learning (RPL), or Credit Transfer)
 - Finding the reason for taking the course (for example, seeking job in the industry).
 - The student loan debt and census dates (census dates available on JTI website at each qualification)
 - Ascertain the most appropriate qualification for that student to enrol in, including consideration of the likely job outcomes from the development of new competencies and skills; and
 - ascertain that the proposed learning strategies and materials are appropriate for that individual in consideration of Language, Literacy and Numeracy.
 - Identify the proposed learning strategies where necessary, steps to overcome any barriers
 - Student must not already on his/her current VET student loan debt, must not already exceed two courses in one calendar year (for Victorian funded student)
 - Identify the individuals' objectives for enrolling in the course
- For VET Student Loans, JTI will provide all the information during the PTR interview on Vet Student loan debt and eCAF as well the other relevant policies prior to enrolment process.
- As part of pre-training review, JTI delegated staff will conduct an LLN assessment using LLN robot, an online LLN system (LLN Robot). Please refer to LLN policy and procedure for more detail. The student will need to obtain a required score to start the course as per training product requirements.
- All applicants must complete all the details through VETenrol. Applicants who wish to apply for a credit transfer or recognition of prior learning should obtain the relevant application form from the JTI website, VET Student Loans policy and procedure and JTI staff (enrolment officer).
- If the applicant does not meet the course entry requirements, or any other reason where course is not suitable for the student, JTI will not offer a place to that applicant on the course. The JTI enrolment officer/VSL QA officer will issue a letter of rejection to the applicant within one week of the PTR enrolment assessment.
- JTI must not enrol an Eligible Individual in a course or qualification that is at an inappropriate level for that student, including but not limited to enrolling students in courses on the Foundation Skills List that would not provide

additional relevant competencies

- The JTI business process and related documentation used by JTI to conduct the Pre-Training Review must store in student admin file and will be made available to the Department / Secretary (VSL) for audit or review processes.
- The Pre-Training Review must be completed prior to student taking LLN assessment and office only page **MUST** be completed once LLN assessment is completed and the outcome is documented, prior to the student's commencing enrolment.

Procedures

1. Every potential JTI student has to fill the pre -training review form completely and accurately.
2. In the form, the student has to identify the course they would like to study and explain the reasons they have chosen this course.
3. The student needs to show an understanding of what the chosen course entails and its career path.
4. Enrolment Officer needs to speak to the potential student and explain the requirements and expectations of the course.
5. The potential student needs to understand the requirements of their chosen course, opportunities and career path that the course may open for them so as to manage their expectations.
6. All courses with a work placement require a police check so the career counsellor needs to explain this to the student.
7. For VET Student Loans, Enrolment Officer will explain eligibility criteria checks, academic suitability & required documents, debits and repayment requirements, census dates, withdrawal/cancellation/ suspension/ deferral after/ prior to census date and other VSL information to the potential student.
8. Enrolment Officer needs to explain the requirements of the short courses and book students in the programs applicable to the students chosen course and expected career path.
9. Enrolment Officer discusses the career path of the student and makes recommendations accordingly.
10. Enrolment Officer needs to consider any disability and additional needs of the potential student and discuss with the candidate the potential implications, for example someone wanting to undertake a course in aged care and maybe having a back problem, this course will not be the right fit for them since aged care has lots of physical work involved.
11. Enrolment Officer must ensure that all the questions in the form are answered adequately and that the candidate understands all the course's requirements and pathway completely.
12. Identify any competencies previously acquired. Ensure that the student understands the concepts of Recognition Prior Learning (RPL) and Credit Transfer (CT), and review the student's work / life experience to identify any relevant prior formal / informal learning that may be applied to the course they wish to enrol in. Individuals with prior formal training or relevant experience to the qualification they are enrolling into will be encouraged to apply for RPL or CT.
13. *Ensure that the qualification that the student is enrolling into:*
 - is the most appropriate training option
 - determine that the likely job outcomes and development of new skills align to the individual's needs.
 - Is the appropriate AQF level in comparison to the level of skills measured against the ACSF graph on the Spiky Profile.
14. The JTI delegate will ask each student to advise if they have completed any previous formal training. If so, the

individual will be asked to provide documentation of this such as a Statement of Attainment. If applicable the Trainer/Assessor will document on the Training Plan any units that can be applied as a CT or RPL. These would also be documented on a Credit transfer form with the supporting documentation attached to enable JTI's administration team to process this within their Student Management System (SMS).

Forms to be used for this process:

Pre-Training Review Form

Responsibility

This process has to be followed by all Enrolment Officer (sales staff) and Training Manager in all student enrolments. Enrolment Officer and Campus manager are responsible of ensuring that correct information has been given to student before enrolment and the enrolment process is conducted with honesty and integrity.

Enrolment Policy and procedures

Policy

Prior to enrolment or the commencement of training and assessment, whichever comes first, Job Training Institute Pty Ltd provides advice to the prospective learner about the training product appropriate to meeting their learner's needs, taking into account the individual's existing skills and competencies. This is done through:

- Conducting a pre-enrolment session (PTR policy) with one of JTI staff and
- Going through a pre training review process including LLN assessment.
- Completing the Pre-Enrolment Training Review Form

An action plan must be put in place to support any individual needs identified prior to enrolment or during commencement to enable learners successfully complete their training.

Before enrolment JTI staff member must ensure that the following information has been provided to the prospective learner:

- the code, title and currency of the training product to which the learner is to be enrolled, as published on the National Register
- the training and assessment, and related educational and support services that JTI will provide to the learner including the:
 - estimated duration
 - expected locations at which the course will run- JTI may use a number of different training venues, including training rooms, hotels and client training rooms. Venues will be selected for consistency with the standards required by JTI for quality training delivery, and regularly monitored to ensure that adequate standards are being maintained.
 - expected modes of delivery
 - Any educational and support services the learner will receive from JTI, and
 - Any work placement arrangements.
- JTI's obligations to the learner, including the fact that JTI is responsible for the quality of the training and assessment in compliance with the VET Standards, and for the issuance of the AQF certification documentation.
- the learner's rights, including:
 - Details of JTI's complaints and appeals process.
 - Details of JTI's refund policy.
 - Details of JTI's RPL/Credit transfer and re-crediting policy and procedures.
 - Details of VSL debits and repayment
 - Details of census dates
 - Details of withdraw cancellation and suspension from the course.
- the learner's obligations:
 - in relation to the repayment of any debt to be incurred under the VET Student Loans scheme arising from the provision of services
 - any eligibility criteria and enrolment requirements and
 - any materials and equipment that the learner must provide, and
- Information on the implications for the learner of government training entitlements and subsidy arrangements in relation to the delivery of the services.
- Information on Unique student identifier (USI).
- VSL debt repayment.

This information will be found at:

- JTI website: www.jti.edu.au/courses or /and
- For Vet Student Loans approved courses: <https://jti.edu.au/study/vet-student-loan>
- From a JTI Student Handbook (Domestic).

Every learner must acknowledge the receipt of this information before enrolling with JTI at the time of orientation. JTI will keep the orientation checklist in student admin file for recording keeping purposes.

Procedure:

Student Eligibility for VET Student Loans:

- To be an eligible student for the purposes of accessing VET Student Loans, the student must meet the following requirements:
 - Be an Australian Citizen OR
 - A qualifying New Zealand citizen OR
 - A permanent humanitarian visa holder, who is usually resident in Australia.
 - be studying an approved course
 - be studying with an approved course provider
 - The student must be 18 years or older
 - be undertaking the course primarily at a campus in Australia
 - The student has a HELP balance that is more than \$0 (i.e., has not used all their VSL loan limit).
1. A student is given information by Enrolment officer regarding the course and is directed to the website for more information or given a Student Handbook.
 - a. Walk in inquiries will be directed to Enrolment Officer for the whole course information (Course information includes course duration, course delivery references, study mode, clinical placement, pathways for further studies, pricing, government funding eligibility, self-funded, job / career opportunities, ongoing assessment, units codes and unit name)
 - b. Phone call inquiries will be directed to Enrolment Officer for the whole course information (Course information includes course duration, course delivery references, study mode, clinical placement, pathways for further studies, pricing, government funding eligibility, self-funded, job / career opportunities, ongoing assessment, unit code and unit name). Enrolment Officer will provide JTI website for more information about the course.
 2. In the form, the student has to identify the course they would like to study and explain the reasons they have chosen this course.
 3. The student needs to show an understanding of what the chosen course entails and its career path.
 4. Enrolment Officer needs to speak to the potential student and explain the requirements and expectations of the course.
 5. Every potential JTI student including VSL students has to fill the pre -training review form completely and accurately.
 6. JTI Staff must conduct PTR interview and LLN assessment as part of the enrolment process. For more details refer to JTI's PTR and LLN Policy and Procedure.
 7. The potential student needs to understand the requirements of their chosen course, opportunities and career path that the course may open for them so as to manage their expectations.
 8. All courses with a work placement require a police check and to be explained to the student by Enrolment Officer.
 9. For VET Student Loans, Enrolment Officer will explain eligibility criteria checks, academic suitability & required documents, debits and repayment requirements, census dates, withdrawal/cancellation/ suspension/ deferral after/ prior to census date and other VSL information to the potential student.
 10. Enrolment Officer will explain the needs to explain the requirements of students in the programs applicable to

the students chosen course and expected career path.

11. Enrolment Officer discusses the career path of the student and makes recommendations accordingly.
12. Enrolment Officer needs to consider any disability and additional needs of the potential student and discuss with the candidate the potential implications, for example someone wanting to undertake a course in aged care and maybe having a back problem, this course will not be the right fit for them since aged care has lots of physical work involved.
13. Enrolment officer or VSL QA officer will provide VSL student information that VET Student Loans gives rise to a HELP debt that continues to be a debt due to the Commonwealth until it is repaid.
14. Enrolment Officer must ensure that all the questions in the form are answered adequately, and that the candidate understands all the course's requirements and pathway completely.
15. Once student completes the online registration, Enrolment Officer will review all submitted documents including verified copies of identity documents and required documents (for Skills First program/ VET Student Loans). Then send the below documents to the student for review & signature
 - a. Enrolment Form
 - b. Skills First Program – Evidence of Student Eligibility and Student Declaration (if applicable)
 - c. VSL student enrolment checklist.
16. Enrolment officer or VSL QA officer will provide VSL student information that VET Student Loans will not be approved for students who do not meet eligibility requirements.
17. Once student has signed the above documents to confirm their enrolment, orientation session to be arranged and conducted to the student prior attending the first class. Student requires to attend the session and complete the orientation documents (including orientation checklist, work placement checklist and computer test).
18. A training plan to be provided to the student within four weeks of commencement.
19. For approved VSL student, Enrolment Officer will provide 'cooling off' period details and explain and request the student to complete VET Student Loans progression form issued by the Government.
20. Enrolment officer or VSL QA officer will provide a link to complete their electronic Commonwealth assistance form (eCAF).
21. Enrolment officer/ VSL QA officer will enter students' information into the SMS (VETtrak), from where the data will be uploaded to eCAF. Students are informed to complete the eCAF invitation emails before or on the 1st census day to be able to access their VET Student Loan. In addition, students are able to correct any mistake in the pre-populated data on eCAF. Once the VSL application has been approved on eCAF, data will be downloaded to our SMS (VETtrak).
22. The HELP balance needs to be checked before students to be entered in eCAF. CHESSN was checked and created in HEIMS previously. VSL QA officer will check if student already has the CHESSN number at the time of enrolment.

ALL VSL Application mandatory requirements:

It is mandatory to collect and verify the ID of VET Student Loans applicants. All VSL applicants must obtain the following documents and information for their enrolment. The student has then to provide identity documents and other documents depending on their funding model. These documents are as follows

This includes:

- Certified ID included:
 - Drivers Licence/ Learner Permit/ Keypass card/ Proof of Age card
- Unique Student Identifier (USI), or otherwise be exempt, and
- Tax File Number.
- be made to the government using the approved form (eCAF) and include all relevant information
- enrolment process must be completed and have been submitted prior to the census day for the first unit for the course for which the student is requesting a loan and no less than two business days after enrolling

These must be provided either as certified true copy of the original or provide original with a copy and JTI staff

member will sight the documents.

Forms to be used for this process:

- VetEnrol form.

Responsibility:

- Enrolment Officer/VSL QA officer, and Campus Manager are responsible of ensuring that correct information has been given to student before enrolment and the enrolment process is conducted with honesty and integrity.

Language Literature and Numeracy Policy and Procedure

Policy

Job Training Institute (JTI) is committed to ensuring successful student outcomes by only enrolling students who have the capacity to fulfil the requirements to complete the qualification in which they have enrolled. JTI understands the importance of skills in Language, Literacy and Numeracy (LLN) and recognises that many adults do not have the LLN skills they need to effectively participate in training and workplace communication. staff can identify LLN skills levels and assist Students with LLN skill needs, in order to provide them with as much opportunity as possible to learn when attending JTI training course.

The purpose of this policy and procedure is to ensure that JTI trainers and managers can identify LLN skill levels and assist students with LLN skill needs, in order to provide them with as much opportunity as possible to complete their learning and assessment requirements, when attending JTI courses.

JTI LLN policy applies to all students and potential JTI students and is communicated to them at enquiry or pre-training review and enrolment stage.

JTI has the responsibility to:

- Promote the LLN policy to students at initial enquiry, before the training course commences and of the availability of confidential assistance if they have LLN problem.
- All domestic students seeking to enrol for study at JTI are required to complete a Pre-training review (PTR) and Language, Literacy, and Numeracy (LLN) assessment prior to the enrolment in order to achieve the student intended outcomes.
- Requires all Domestic prospective students to complete a LLN assessment prior to enrolment.
- Ensure that JTI employees can take the LLN test at the time of orientation of the new batch in training courses.
- Ensure that LLN problems identify in students and can implement appropriate strategies to assist them with their learning on JTI training courses.
- By checking the student employment history may have restricted exposure to the ability in LLN which would be required assess to successfully complete the training course.
- All information relating to student regarding LLN will be treated as confidential and in accordance with the JTI privacy policy.
- Advises students of the availability of its support services for those with LLN learning needs.
- JTI may be obliged to advise against a participant enrolling in an JTI training course due to identifying a low level of LLN skill.
- Ensures all marketing materials clearly state that students must gain “successful completion of LLN assessment” as per the course entry requirements.
- JTI does not discriminate against student or potential students who have been identified as having low LLN skills.

Minimum literacy and numeracy levels:

| AQF LEVEL | LLN Requirement (entry requirement) |
|----------------------------|-------------------------------------|
| Certificate III level | ACSF level 2 |
| Certificate IV and Diploma | ACSF Level 3 |
| Advanced Diploma | ACSF Level 4 |

Procedure:

23. Every potential JTI student including VSL students has to fill the pre -training review form completely and accurately prior to taking the LLN test (LLN Robot).
24. LLN test is part of the pre-training review process to identify the learner needs and any support required by student.
25. The enrolment officer needs to speak to the potential student and explain the LLN requirements during pre-

training review interview and ACSF level of the course entry requirements.

26. JTI will use the results from the LL&N assessment to form a reasonable opinion that a student is or is not academically suited to undertake the chosen VET qualification for study. There may be occasions where it is suggested that you undertake an alternative qualification based on these results and your career goals.
27. JTI does not discriminate against students or potential students who have been identified as having low LLN skills. However, the individual will be referred to an external professional organisation specialising in LLN for further assistance.
28. All information relating to students regarding LLN will be treated as confidential and in accordance with the Job Training Institute's Privacy Policy.

Domestic student applying to study at an approved Diploma or an Advanced Diploma level (**VET Student Loan**).

1. Application for admission received by Job (JTI)
2. The nominated enrolment officer will determine prospective student's eligibility for acceptance according to Enrolment Process Policy and Procedure and course entry requirements. If student application is deemed not eligible, enrolment officer notifies the student in writing (ex, email)
 - a. If student application is deemed eligible, JTI enrolment officer will proceed to pre-training review
 - b. Once the test has been completed and assessed, the results of the student's competence in reading and numeracy under this procedure must be reported:
 - c. to the student as soon as practicable after the assessment; and
 - d. to the Secretary in the form, manner and by the time requested by the Secretary. A copy of your LLN test results will be retained into JTI Student Management System for at least five (5) years after you enrol and will be made available to the Australian Government on request.

Software to be used for this process:

- LLN Robot

Responsibility:

- Enrolment officer, and Training Manager.
- Admissions officer
- Quality Assurance officer (VSL)

The above staff members are responsible of ensuring that correct information has been given to student before enrolment and the enrolment process is conducted with honesty and integrity.

Student complaints Policy and Procedure

This policy and procedure provides clear and practical guidelines to ensure that complaints of students can be resolved in accordance with the principles of natural justice, equitably and efficiently.

What are Complaints?

Complaints include, but are not restricted to, matters of concern to a student relating to training delivery and assessment, the quality of the training, student support and materials, discrimination and/or sexual harassment.

Natural Justice is concerned with ensuring procedural fairness:

- Decisions and processes should be free from bias.
- All parties have the right to be heard.
- The respondent has a right to know of what they are accused
- All parties are told the decision and the reasons for the decision.

Procedures

If the complainant feels comfortable doing so, he/she is to address the issue with the individual concerned. In the case of harassment, explain that the behaviour is unwelcome and offensive and request that they stop. It may be that the individual was not aware that their behaviour was unwelcome or caused offence. If the complainant does not feel comfortable confronting the individual, they should discuss the issue with their trainer or any JTI staff member.

If the complainant meets with a staff member to make a complaint,

1. The staff member should discuss with the complainant (and their support), the complaint details
2. Complete with any assistance a complaints form/online complaint form, if the matter has not been resolved satisfactorily.

As part of the complaints/appeals handling procedure, JTI will ensure:

- That the investigation of the complaint is attended to promptly and confidentially
- That the complaint is investigated in a fair and impartial manner
- That if a complaint is made against an individual, their rights will be protected and they will be given an opportunity to give an explanation
- That action will be taken to ensure that any misconduct does not continue
- That the individual making the complaint and any witnesses will not be victimised
- That appropriate disciplinary measures are taken in a proven case

3. The staff member taking the complaint will record the following information:

- Complainant's full name, address, phone/email address.
- Why the complaint /appeal has been escalated from a concern or is not to be treated as a concern.
- If the complaint /appeal relates to another person(s), that person(s) full name and position or if the student is not able to provide these details as much information as possible.
- The concerns raised by the complainant.

- The complainant's desired outcome to the complaint.
4. If a complainant raises an issue but is not willing to proceed with the complaint/appeal then they should be advised that because of the requirements of procedural fairness, in most circumstances no further action can be taken by JTI.
 5. If the staff member resolves the complaint/appeal and the nature of the complaint/appeal is in regard to the JTI management systems, the quality of training and assessment, the quality of client services or a non-compliance of the VET Quality Framework; the staff member should
 - clarify and document the details of the complaint with the complainant
 - record the complaint and its outcomes in the **SMS**
 - inform the Training Manager (or delegated person) of the details of the complaint and the action implemented
 - Generate communication to the complainant of the complaint and its outcome.
 6. If the staff member receiving the complaint/appeal is unable to resolve the issue with the complainant, or the complaint is outside of the staff member's area of responsibility; then the staff member should
 - record the complaint/appeal in the **SMS or**
 - Request the complainant to put the complaint in writing to the Training Manager (or delegated person). or
 - Direct or assist in directing the person to another person who could assist or
 - Aid with a complaints *and appeals form* (online or manual).
 7. The Training /Operations Manager (or delegated person) will
 - Organise for a meeting with the complainant and resolve the matter in the best way possible
 - review the complaint /appeal within five (14) working days and decide about the complaint;
 - Interview the respondent to the complaint/appeal, outlining the specific allegations that have been made about them, and giving them the opportunity to make a full response. (During the investigation process, the complainant must be given the opportunity to present his/her case (with the provision of a mutually acceptable support person and/or independent adviser in attendance, if required). This will be at no cost to the student/staff /Third Party). Any witnesses will also be interviewed. These interviews will be conducted separately and impartially. The importance of confidentiality will be stressed to all parties.
 - determine the appropriate action, if any;
 - advise the parties of the action and their recourse to further action/appeal
 - Record the actions in the SMS; and implement the actions.

No action relating to an enrolment status is to be taken until the complaint/appeal has been resolved. However, the Training / Operations Manager or delegate retains the right to take such steps as may be necessary to ensure the health, safety and welfare of the student and/or of others.

8. After the investigation process is complete, the Training / Operations Manager (or delegated person) will provide a written response within fourteen (14) working days to the complainant, of the action taken and the reasons for the decision.
9. If, at any stage, the process exceeds the timelines stated, or more than 60 calendar days are needed to process and finalise the complaint; the Training / Operations Manager or delegate will:

- inform the complainant in writing of the delay, including reasons why more than 60 calendar days are required; and
- Regularly update the complainant on the progress of the matter and ensure these are recorded in the **SMS**.

10. The Training / Operations Manager (or delegated person) will review the action to determine its effectiveness and client's satisfaction.

If the client is dissatisfied with the outcome of the complaint/appeal, they can refer the matter to Resolution Institute which is JTI preferred student mediation service, or the complainant can also go to consumer affairs. If the complaint was about an assessment, students can appeal the result as per *Appeals against assessment outcomes policy*.

11. Any complaint/appeal which appears to be related to any illegal activity such as theft, assault, etc., will be referred to the appropriate authority after discussion with the person making the complaint/appeal.

12. Written records of the complaint /appeal will be retained in the complaints/appeal file and a copy included in the relevant student's file, where applicable. All records of complaint will be maintained in accordance with the procedure *Records Management*.

13. JTI seeks to prevent complaints/appeals by ensuring that students are satisfied with their training experience and their training product and its outcomes. Staff are expected to be fair, courteous and helpful in all dealings with students.

Appeals against assessment outcomes

Students may appeal against a result shown on their student record/assessment. The student should be provided with the written outcome within 21 days.

The appeal against assessment outcome process is as follows:

1. The student contacts their trainer or the training manager or equivalent in relation to the appeal against the assessment outcome.
2. The student is provided the '*Appeal against assessment outcome form*' to fill in and submit either in person to one of the JTI campuses or email to the concerned staff member contacted initially. This form can also be filled online at www.jti.edu.au
3. The form needs to be received and signed by the respective staff and forwarded to Training Manager or equivalent of the concerned department.
4. Training Manager or equivalent is to contact the student and the trainer, who initially marked the assessment, regarding their individual opinions on this matter.
5. The Training / Operations Manager or equivalent will allocate the assessment to be marked by another trainer.
6. The assessment is to be submitted back to the Training Manager or equivalent for comparison of results. In case of different assessment outcome, the Training Manager or equivalent is to moderate the assessment with a third trainer and that outcome is to be considered as final outcome.
7. Once the outcome has been decided, Training / Operations Manager or equivalent will fill in the relevant part of the Appeal against assessment outcome form, which needs to be signed by all the trainers involved in the appeal process.
8. The Training / Operations Manager or their appointee will contact the student to advice on the final

outcome and provide the student with a copy of the completed form.

9. The original copy of the form will be filed in the student's file and archived for record purposes. If the student remains unsatisfied with the outcome, the student can refer the matter to:

1. Overseas Students Ombudsman
<https://www.ombudsman.gov.au/>
2. Australian Skills Quality Authority
<https://www.asqa.gov.au/>
3. Victorian Equal Opportunity and Human Rights Commission
<https://www.humanrights.vic.gov.au/>
4. VET STUDENT LOANS MATTERS LEADR – Association of Dispute Resolvers

Level 1 and 2, 13-15 Bridge St Sydney NSW 2000

Phone: (+61 2) 9251 3366

Fax: (+61 2) 9251 3773

Freecall: 1800 651 650

Email: infoaus@resolution.institute

Website: <https://www.resolution.institute>

10. If, at any stage, the process exceeds the timelines stated, or more than 60 calendar days are needed to process and finalise the appeal; the training manager or delegate will:

- inform the complainant in writing of the delay, including reasons why more than 60 calendar days are required; and
- Regularly update the complainant on the progress of the matter and ensure these are recorded in the **SMS**.

Fees and charges policy and procedures (Domestic students)

Policy

The policy has been developed and implemented to support and provide clear instruction and guidance to all students enrolling into JTI courses and JTI staff in relation to the fees and charges for training products and services offered by JTI, and the processes to be followed in regard to these fees and charges.

JTI charges fees for participation in accredited training and assessment for Australian Qualifications Framework (AQF) qualifications. All fees and charges are published in relevant marketing materials, program enrolment forms, and in the Student Handbook. They are detailed in this policy document and address the circumstances under which the charges may be applied. The procedures for handling refunds are also included.

Since JTI requires individual learners to pay fees (this requirement does not apply if JTI contracts with a company to deliver training to their employees, paid for by that company), we **MUST** provide fee information prior to enrolment or commencement of training/assessment (whichever is earliest), about:

- all fees payable to JTI, clearly describing all costs involved with the course
- how and when fees must be paid
- how to request a refund, and
- Conditions under which a refund would be provided.

The length of our fee periods is structured so that there is sufficient time between enrolment and start of a course to accommodate the 2-business day gap for requesting a loan and the time period required for issuing fee notices.

Where a learner is being enrolled under any loan or delayed payment arrangement (including VET Student Loans), the terms of the arrangement must be clearly stated, including any debt that may be incurred; when repayment is required and under what conditions; and any associated fees, indexation or interest.

Third Parties collecting fees on behalf of JTI must abide by this policy.

All eligible students, enrolling in an Approved Course (as per the VET Student Loans (Courses and Loan Caps) Determination 2016) can apply to the Commonwealth Government for a VET Student Loans (course loan caps apply).

Note: Loan eligibility criteria and academic suitability requirements are defined in the VET Student Loans Policy.

Students submitting an electronic Commonwealth Assistance Form (eCAF) to the Commonwealth Government, and who are subsequently approved for a VET Student Loan, will be provided with a Commonwealth Assistance Notice (CAN) within 28 days after each fee period census date, via email.

Census dates with tuition fee for each period are available on JTI website at each qualification at VET Student Loans section

Fee and loan conditions:

- Eligible students may apply for a VET Student Loan to cover all or part of their course tuition fees.
- Students will be charged the same course fees regardless of their payment method. The Commonwealth Government applies a 20% loan fee to students who take out a loan.
- A VET Student Loan forms part of a student's accumulated HELP debt. Once a student reaches the
- minimum income threshold, loan repayments become compulsory and are made through the Australian Taxation Office (ATO).
- The student lifetime loan limit (renewable) and the repayment threshold are set by the Commonwealth Government and reviewed each year. These are published on the StudyAssist website.

- Tuition fees for VET Student Loan enrolments in EIT's VSL Approved Courses, will be distributed reasonably and proportionately across the full course duration, spread over a minimum of three fee periods.
- Each fee period will contain at least one census date. The census date is the day a student incurs financial liability for the fee period. Students may cancel their enrolment on or before the census day without incurring tuition fees (or a HELP or VSL debt) for the course or the part of the course. A census date is set at no less than 20% into the duration of the fee period.
- Students using a VET Student Loan will incur the debt for a fee period if they are still enrolled on the day after the census date, for the relevant fee period.
- If there is a fee gap between the VSL loan cap, set by the Commonwealth Government, and the course tuition fees charged by JTI for the Approved Course, the student will be required to pay the fee gap at least 14 days before the first census date.
- All students enrolled on an Approved Course will be provided with a 'VET Student Loan Statement of Covered Fees' after enrolment, and before the first census date, whether they take out a VET Student Loan or not, and regardless of the student's location. This will show details of course tuition fees and state whether or not the student's enrolment is accepted on the basis that some or all of the tuition fees for the Approved course will be covered by a VSL.
- All students enrolled on an Approved Course will receive a 'VET Student Loan Fee Notice' 14 days before each census date, whether they take out a VET Student Loan or not. However, this requirement does NOT include those students who clearly do not satisfy the citizenship and residency requirements, such as international students. All unit/module enrolments in the fee period and their associated census dates will be outlined in the Fee Notice to ensure the student is fully aware of all the fee requirements for the Fee Period they are enrolled into.

Note: the 'VET Student Loan Statement of Covered Fees' and the 'VET Student Loan Fee Notice' may be issued at the same time for the first Fee Period.

- The loan for the course tuition fees may be refundable after the census date if the student meets
- the conditions of 'Special Circumstances' or has not participated in the course, in accordance with JTI's VET Student Loans Debt Review and Re-Credit Policy
- All students have the opportunity to apply to have their VET Student Loans balance re-credited if they withdraw from a course or part of a course after the census date or have been unable to successfully complete the requirements of the course or part of a course and believe this was due to special circumstances. Please refer to the VET Student Loan Debt Review and Re-Credit Policy.
- JTI may vary tuition fees for an approved course, or part of an approved course, only if the variation:
 - occurs before the published census date for the course, or part of the course, and
 - does not disadvantage a student enrolled in, or seeking to enrol in the course, or part of the course, and
 - is necessary to correct an administrative error or to deal with a change in circumstances.

If JTI varies the tuition fees for an approved course, or part of an approved course, JTI will prominently publish on its website, as soon as practicable, the tuition fees as varied in accordance with Section 50 of the VET Student Loans Act 2016, so that the fees are easily accessible without provision of login information.

- Approval from the Secretary will be sought for any variation in published student tuition fees that will disadvantage students (such as an increase in fees) enrolled in, or seeking to enrol in that course or part of the course. Any such variations will not be introduced until JTI has obtained written approval.

Procedures

1. Students and individuals seeking to enrol in a course with JTI are advised of all fees and charges associated with a course, including tuition fees, administration fees, materials fees and any other charges. These can

be located on the relevant course fact sheet, on JTI's website, on the application form and in the Student Handbook.

2. Fees for all government funded programs must comply with the fees guidelines issued by the specific funding bodies.
3. All Government funded students must meet the eligibility criteria and where this criteria is not met, the learners can enrol as self-funded students.
4. The student tuition fees as published are subject to change given individual circumstances at enrolment.
5. Students on an Approved Course and with a VET Student Loan will be sent a progress review form via the eCAF system at fixed points throughout the periods of study (February, June and October), and/or upon withdrawal or deferral from their course. Students will have fourteen (14) days to complete the progress review form. Failure to comply may result in VET Student Loans funding restrictions.
6. JTI does not accept prepaid fees in excess of a total of \$1500. Prepaid fees' (sometimes referred to as 'fees collected in advance') means fees collected before the relevant services have been provided. These include payments made at any time before, during or after the learner enrolment. JTI may collect up to \$1500 in prepaid fees from a learner without needing to take any action to protect those fees. JTI demonstrates this through marketing and enrolment materials that includes fee schedules that collectively show that JTI does not require more than \$1500 to be prepaid for any course.
7. The requirements that apply to prepaid fees include all fees that a learner is required to pay, including enrolment fees, tuition fees, materials and amenities fees and any other fee component that is a mandatory payment for the course.
8. JTI is only required to protect or collect prepaid fees up to \$1500 from individual learners and prospective learners. These requirements do not apply, for example, where an employer engages JTI to provide training and/or assessment to its staff.
9. JTI will charge a fee for other services such as a field trip or excursion, textbooks, police checks, uniform charges etc. These are explained to the students in our student factsheets, website, student handbook and on the application form. Other charges table is as below:

| OTHERS | Fee Charge |
|---|------------|
| Certificate & Transcript re-issued (including postage) | \$80 |
| Certificate OR Transcript re-issued (including postage) | \$50 |
| Letters (CRICOS only) | \$20 |
| Student ID card | \$30 |

10. Student liability data on a per unit/module basis will be reported to the Department by the monthly deadline of the 7th via the TCSI reporting system.
 - a. Additional reporting will be submitted to the Secretary on request, as per the VET Student Loans Act 2016.
11. The original certificate or statement of attainment is included in the course fee, however for reissuing of a certificate or statement of attainment, an additional fee will be charged as specified in the Student Handbook, or as published at the time of request.
12. RPL will be charged per unit as per the price list in the student handbook.
13. No certificates or statements of attainment will be issued until all fees have been paid in full.
14. JTI will not charge a tuition fee for enrolment by an individual who is from the Judy Lazarus Transition Centre (as a prisoner within the meaning of the Correction's Act 1986).
15. JTI will not charge a tuition fee for enrolment by an individual who is required to undertake the course pursuant to a community-based order made under the Children, Youth and Families Act 2005.
16. Individuals eligible for concession rates will be charged as per the various funding contracts requirements. Concession rates apply at a certificate III and IV level, but not Diploma level and above. Under the

Indigenous Completions Initiative, all enrolments undertaken by Indigenous students will be charged at the concession rate. This includes Diploma programs.

17. GST is not applied to programs offered by JTI (see ATO ruling GSTR 2001/1 Goods and services tax: supplies that are GST-free for tertiary education courses available on the ATO website).
18. Students who are unable to continue their studies, will have options available to them. It should be noted that:

It is a condition of enrolment that students fully participate in their studies or provide timely advice to JTI if they wish to withdraw or defer their studies in accordance with JTI's Withdrawal, Deferral and Cancellation Policy.

Responsibility

This policy is implemented by the Accounts/Finance Manager and VSL QA officer

Refund policy (Domestic students)

Policy

Job Training Institute Pty Ltd (JTI) is committed to providing a fair and transparent policy and procedure when dealing with students and prospective students in regard fees charged, protection of fees and refunds where warranted.

The student or prospective student is provided a copy of the fees & charges and refund policy and acknowledges and agrees to the terms and conditions of the fees, charges and refund policy on accepting enrolment at Job Training Institute Pty Ltd.

Procedures

1. For Government Funded Students, all refunds will be provided in line with the Instructions issued by the various State Governments and the Commonwealth.
2. Registration fees in non-refundable. JTI will refund full course fees (including the registration fee) made by a student if a course is cancelled by JTI or course commencement date is postponed by more than 4 weeks, unless JTI can make alternative arrangements acceptable to the student.
3. Tuition fees are not payable in advance, however the fees must be paid as per the agreed schedule, otherwise the student may be refused entry to class and results to assessments. In cases of financial hardship, students are encouraged to consult with the JTI Accounts Officer.
4. A domestic student will be refunded tuition fees less registration fees if he/she notifies JTI in writing, 14 days before the course commencement date.
5. Once a student has started the course, the whole amount of fees is payable to JTI, though a payment plan has been provided for. Note for students doing the course online, start of the course means that the log in details has been dispatched to the student and the student has logged into JTI online learning system.
6. If a student withdraws from the course (after he/she has started study), before all fees have been paid, the balance of fees becomes payable within 7 days of withdrawal.
7. JTI reserves the right to cancel any course at its own discretion. Should this occur, JTI will refund full course fees (including the registration fee) to anyone enrolled in the course.
8. JTI reserves the right to amend this policy at any time; the amendments will be for the purpose of continuous improvement of JTI operations and will not affect the student in any way, shape or form.
9. Fees are current at the time of publication, but JTI may change such fees and conditions at any time. Any such variation will apply to all JTI students current and future students.
10. JTI may review and adjust its policies and procedures during the course of study and these variations will apply to all JTI students current and future students.
11. If JTI stops operations before the student completes their study, JTI will endeavour to refund the tuition fees for which no statement of attainment or certificate has been achieved.
12. Requests for refund must be made in writing using the applicable form - ***the Request for Refund form.***
13. All sections of the refund application form must be completed by the student and signed and dated, associated documentation may be required to facilitate approval for refund.
14. The application for refund will be reviewed by the Campus Manager or as delegated and if warranted will be authorised for payment and sent to accounts department for payment.
15. The signature of student will be matched to student's signature on file and if different, the refund will not be processed. Should the form and associated documentation be incomplete this may delay the processing of claim for refund.
16. Once the completed refund claim form is received, it will be assessed and the refunds due to the student will be paid within 4 weeks of receiving completed written application on the appropriate form with associated documentation.

17. The refund will be paid directly to the student.
18. If a student is discontinued from the course due to breach of student code of conduct or failure to progress successfully in the course, no refunds will be issued by JTI.
19. **VET Student Loans** students must refer to the **Refund policy- VSL**

Methods of Payment

At JTI we accept a wide range of payment methods:

- Cheque or money order;
- Cash;
- EFTPOS (whether over the phone or in person);
- PayPal (Fees and charges may apply);
- Online credit card and debit card payments (Fees and charges may apply);
- Direct deposits; or
- Direct debit arrangements

Responsibility

This policy will be monitored and actioned by the Accounts/Finance Manager.

Refund Policy - VSL

Policy

This policy applies to all students whether they seek VET Student Loans assistance or eligible to or not eligible to apply VET student loans. As per the Vet Student Loan guidelines this policy is to ensure that, where a student withdraws their enrolment in an approved course on or before the census day, they must not incur tuition fees for the course or part of the course and will receive a refund for any up-front payment of tuition fees, to which the census day applies.

1. Withdrawal from a VET unit of study / VET course of study

Students of Job Training Institute Pty Ltd (JTI) who wish to withdraw from a VET unit of study or VET course of study must do so by completing a Withdrawal Form and sending it to JTI in electronic or printed mode.

2. Refunds – students who are eligible for VET Student Loans assistance

This section is applicable to students who are Australian citizens or permanent humanitarian visa holders (who are resident in Australia for the duration of the VET unit of study) enrolled in a Diploma course offered by JTI.

In the event of a student withdrawing from a VET unit of study on or before the census date for that unit of study:

- 100% of tuition fees paid for that unit will be refunded to the student; and
- the student will not incur a VET Student Loans debt

For withdrawals on or before the census day from a unit of study, part of a course or whole course, JTI will not charge:

- a withdrawal fee
- an administration fee
- a fine or penalty
- a fee determined to be a disincentive to withdrawing from a unit, part of a course or whole course
- any portion of the tuition fees for the unit, part of the course or entire course from which the student is withdrawing

In the event of a student withdrawing from a VET unit of study after census date for that unit of study:

- no refund is applicable; and/or
- the student will incur a VET Student Loans debt.

A student who formally withdraws from a unit of study after the census date, due to special circumstances, may apply for their VET Student Loan debt to be remitted, refer to **Student Debt Review for Re-Crediting Policy and Procedure**

3. Refunds – students who are not eligible for VET Student Loans assistance

This section is applicable to students who are permanent residents (who are not permanent humanitarian visa holders who are resident in Australia for the duration of the VET unit of study) and New Zealand citizens enrolled in a Diploma course offered by JTI.

In the event of a student withdrawing from a VET unit of study on or before the commencement date for that unit of study 100% of tuition fees paid for that unit will be refunded to the student.

In the event of a student withdrawing from a VET unit of study after the commencement date for that unit of study no refund is applicable.

4. Processes and procedures relating to cancellation of enrolment

The processes and procedures for cancelling a student's enrolment must:

- require to inform the student in writing about the proposed cancellation of the course
- provide the student with at least 28 days to initiate grievance procedures before the cancellation takes final effect and
- provide for the cancellation to take final effect only after any grievance procedures initiated by the student have been completed and
- set out the circumstances in which fees for the course, or the part of the course, concerned will, or will not be, refunded.

5. Payment of Refunds

Refunds will be paid within 30 days of the census date of the VET unit of study to which the withdrawal applies.

6. Re-enrolling a student who has withdrawn

If a student withdraws from an approved course, or a part of an approved course, JTI will not, after the withdrawal, re-enrol the student without the written permission of the student

7. Publication

This refund policy will be made available to students and persons seeking to enrol with JTI by publication on the website: www.jti.edu.au.

This refund policy will also form part of enrolment information.

Statement of VET Tuition Assurance

- 1 Job Training Institute Pty Ltd ABN: 49 132 734 680 ACN: 132 734 680 (the first provider) must comply with the VET Tuition Assurance requirements. This is to protect students in the event we cease to provide a VET course of study in which a student is enrolled.
- 2 These requirements are covered under Schedule 1A to the Higher Education Support Act 2003 (the Act) and chapter 3 of the VET Guidelines 2013 (the VET Guidelines). The meaning of ‘ceasing to provide a VET course of study’ is set out in the VET Guidelines.
3. The Chief Financial Officer is responsible for the implementation of this procedure and to ensure that staff and students are aware of its application and procedures.
4. In the event we cease to provide a VET course of study in which a student is enrolled, the student is entitled to a choice of:
 - a) an offer of a place in a similar VET course of study with a second provider without any requirement to pay the second provider any tuition fee for any replacement VET units (this is known as the ‘VET Course Assurance Option’)

OR

- b) a refund of the student’s up-front VET tuition fee payments and/or a re-crediting of any FEE- HELP balance for any VET unit of study in which the student is enrolled or commences but does not complete because we cease to provide the VET course of study of which the unit forms part (this is known as the ‘VET Tuition Fee Repayment Option’).

6. The following procedures are to be followed:

A tuition protection default occurs when JTI either:

- Fails to start a course or part of a course on the day on which it was scheduled to start, and the student has not withdrawn before that day or ceases to provide a course or part of a course after commencement but before completion, and the student has not withdrawn before that day.

Student eligibility for Tuition Protection:

- VSL SL students studying with JTI are eligible for tuition protection.
- If there is a suitable replacement course available, eligible VSL students will be assisted to continue their studies with a replacement provider. Where there is no suitable replacement course, eligible students will be provided with a re-credit to their HELP balance. This re-credit will be for tuition fees paid for the original course or parts of the course, which were not completed due to JTI’s default.

JTI obligations if it defaults:

- Within 24 Hours of default:
 - Give written notice to the VSL Tuition Protection Director of the circumstances of the default.
 - b. Notify students enrolled in the course, in writing, the course is no longer being provided
 - JTI will send the student notice to the student’s personal email address as shown in Student Management System (Vettrak)
 - JTI will specify in the student notice:
 - the name of the course, or part or parts of the course the student was enrolled in at the

time of the default

- the date of the default
- advise of a website specified by the VSL Tuition Protection Director

where the student can get further information about tuition

protection.

Within three (3) business days of a default occurring:

- a. Give written notice to the VSL Tuition Protection Director specifying for each student in relation to who JTI has defaulted:
 - the student's full name and contact details
 - the course, or part or parts of the course, the student was enrolled in at the time of the default
 - the amount of the tuition fees for each course, or part of the course, the student was enrolled in at the time of the default
 - details about the payment of those tuition fees, including the amounts that are covered fees
 - whether the student was studying part-time or full-time
 - the mode of delivery of the original course
 - the location where the original course was primarily delivered
 - whether the student has withdrawn from the course or part of the course and the date of withdrawal
 - any part of the course for which the student has deferred study, the date of the deferral and the date the student is expected to re-commence study
 - the completion status for each part of the course the student has enrolled in, including whether the student's status is ongoing, passed or failed
 - the name and code of each unit of competency as it appears on the National Register of VET for each part of the course the provider has defaulted in relation to a student
- b. As soon as practicable
 - Update JTI website to reflect the course is no longer being provided and to provide tuition protection information.
- c. If requested by the VSL Tuition Protection Director
 - Provide to the VSL Tuition Protection Director in relation to students to whom JTI has defaulted, either:
 - a copy of a statement of attainment or other Australian Qualifications Framework certification documentation issued by JTI or an authorised issuing organisation in accordance with the Australian Qualifications Framework for the parts of the course the student has completed or copy of an authenticated VET transcript prepared by the Registrar (within the meaning of the Student Identifiers Act 2014) for the parts of the course the student has completed.

JTI obligations as a replacement provider:

- If requested by the VSL Tuition Protection Director, JTI must provide information to assist the Director to make decisions about whether a suitable replacement course exists for displaced students.
- If a student accepts an offer of a place in a replacement course, JTI must give written notice of the acceptance to the VSL Tuition Protection Director within 14 days of the student's acceptance of the offer.

JTI must also:

- enrol the student in the replacement course as soon as practicable
 - grant course credits for parts of the original course successfully completed by the student, as evidenced by:
 - a statement of attainment or other Australian Qualifications Framework certification documentation issued in accordance with the Australian Qualifications Framework; or
 - an authenticated VET transcript prepared by the Registrar (within the meaning of the Student Identifiers Act 2014)
 - not charge the student tuition fees for the replacement component of the replacement course if tuition fees have been paid for the affected part of the original course.
- 7 For the purposes of VET Student Loans, all courses offered by us, in accordance with the course requirements of clause 45 of Schedule 1A to the Act, are covered by the Scheme as part of our membership of the Scheme.

Withdraw, Deferment, Suspension and Cancellation Policy

Policy

- 3.1 Job Training Institute (JTI) implements a documented process for assessing, approving and recording a deferment of the commencement of study or suspension of study requested by a student, including maintaining a record of any decisions.
- 3.2 JTI may defer or suspend the enrolment of a student if it believes there are compassionate or compelling circumstances (see definition)
- 3.3 JTI may suspend or cancel a student's enrolment including, but not limited to, on the basis of:
- 3.3.1 misbehaviour by the student (see student code of conduct)
 - 3.3.2 the student failure to pay an amount he or she was required to pay the registerer provide to undertake or continue the course as stated in the written agreement.
 - 3.3.3 a breach of course progress or attendance requirements by the student, which must occur in accordance with monitoring course and attendance policy.
- 3.5 JTI will inform in writing via email and text message, if JTI initiates a suspension or cancellation of the student's enrolment and the reasons for doing so.
- 3.6 JTI advises students of their right to appeal through the JTI internal complaints and appeals process, in accordance with the Complaints and Appeals policy, within 20 working days
- 3.7 JTI will inform the student of the need to seek advice from Immigration on the potential impact on his/her student visa, when there is any deferral, suspension or cancellation action taken under this policy.
- 3.8 A student wishing to defer or cancel an enrolment (Cancellation applies to an accepted enrolment that never commenced) must do so prior to the commencement of the course or Census Date.
- 3.9 For State Program Funding and VET Student Loans: If a student's enrolment is cancelled prior to commencement or Census Date, their State government eligibility is not affected, nor do they incur a loan debt if they have applied for a VET Student Loan.
- 4.0 A student who wishes to defer or cancel from an approved course or part of an approved course will be advised the procedure to follow when deferring or cancelling from an approved course or part of an approved course.

4.1 A student who wishes to defer or cancel from an approved course or part of an approved course will be advised that there will be no financial, administrative or other potential barriers which may impede their request to defer or cancel.

4.2 Where a student has cancelled from an approved course or part of an approved course, JTI will not enrol the student into another course or part of a course without written permission from the student, which is to be provided after the withdrawal has been completed.

4.3 The suspension or cancellation of the student's enrolment under JTI policy 3.3 cannot take effect until the internal appeals process is completed, unless the student's health or wellbeing, or the wellbeing of others, is likely to be at risk.

Procedures

5.1 Deferment or suspension of enrolment by a student.

Students who wish to defer or temporarily suspend their enrolment can apply to do so only if

- the course in which they were enrolled is unavailable,
- there are compassionate or, compelling circumstances (as defined in the Compassionate or Compelling Circumstances Policy).
- who wants to withdraw from the course or part of the course. Once the student's intention is determined, the Administration officer / VSL QA officer will inform the student in writing of the debt they have incurred for any units of study which census dates have passed. The date the student contacts JTI requesting withdrawal, will be considered as the "date for withdrawal" for the determination of the student's debt.
- Where a student wants to enrol in a part of an approved course with JTI, in such circumstances where the student had earlier withdrawn from a part of the course undertaken with JTI, the student will be required to meet with relevant staff to ensure they are able to undertake the requirements of the course and complete the required enrolment documentation.
- If the reason for withdrawal stated by the student could be considered as special circumstances, the student will be provided with the re-crediting procedure for their consideration.
- Students who have accessed VET Student Loans and already passed at least one census date, will be provided with 28 days to initiate the grievance procedure prior to the withdrawal being finalised. The communication will also include the debt incurred and any other fees which may or may not be refunded.

- students who did not successfully complete a course with JTI under a VET Student Loan, and who wish to re-enrol with JTI, will be required to discuss with the Administration Manager the impact of the previous loan, (if applicable) as well as the reason for re-enrolment. When the withdrawal was due to special circumstances, the student may need to provide evidence that those circumstances are either no longer relevant or can be managed.

5.1.1 Supporting Documents

- Supporting documents must be provided by a student to support an application for deferment, suspension or cancellation. Supporting documents include medical certificates, death certificates, police reports, psychologists' reports or any other relevant documents.
- Supporting documents must be original documents or certified copies of original documents.
- Application to suspend, defer, or withdraw enrolment form and outcomes are to be kept in the Student Profile in the Student Management System.
- Students are to be kept informed of any decisions or outcomes that relate to a deferment, suspension, or cancellation of enrolments.

5.1.2 Student application for deferment prior to commencement

A request by a student for a deferment prior to course commencement must be made using the Withdraw/Suspension or Cancellation Form. The application must be accompanied by supporting documents.

Notifying a student of the outcome of an application for deferment prior to enrolment

An application for deferment prior to commencement of course or prior to census date, will have written notification of the result of the application available within 10 working days of lodgement of the application.

The student will be notified of the outcome of the application for deferment by use of either the:

- "Notice of approval for deferment, suspension or cancellation of enrolment", or the
- "Notice of rejection of application for deferment, suspension or cancellation of enrolment".
- The communication will also include the debt incurred and any other fees which may or may not be refunded.

5.1.3 Student application for suspension

A request for temporary suspension of enrolment must be made using the “Withdraw/Suspension or Cancellation Form”. The application must be accompanied by supporting documents.

An application for suspension must be submitted at least 10 working days before the date of the requested suspension. A student may request a suspension of up to six months.

Notifying a student of the outcome of an application for suspension of enrolment

An applicant for a suspension of enrolment will have written notification of the result of the application available within 10 working days of lodgement of the application.

The student will be notified of the outcome of the application for suspension by use of either the:

- "Notice of approval for deferment, suspension or cancellation of enrolment", or the
- "Notice of rejection of application for deferment, suspension or cancellation of enrolment".

5.1.4 Assessing a student application for deferment or temporary suspension of enrolment

Each application made by a student for deferment or temporary suspension of enrolment will be considered by the admission officer or VSL QA officer. The JTI Admission officer or VSL QA officer will consider the documents provided by the student in support of the application and, in the case of a request for suspension, seek to interview the student. The JTI may request input from the admission officer, the training manager or delegated trainer/assessor, or any other member of staff in assessing a student’s application for deferment or suspension.

In the case of an application for temporary suspension, JTI delegated staff may refer to external support services to which the student has been previously referred. In any such case, the confidentiality of the student will be maintained.

5.1.7 Register of applications to defer, suspend or cancel enrolment

Details of applications for deferment or temporary suspension are recorded in the “Register of applications to defer, suspend or cancel enrolment”. This register is maintained by the Admission Officer or VSL QA officer.

The register of applications to defer, suspend or cancel enrolment records the student name and number, the course in which the student is enrolled, the reasons for the application, information about the supporting documentation provided by the student, and the reasons the application was accepted or

rejected. Each entry in the register is signed by the admission officer. This register is considered by each meeting of JTI Management as part of the continuous improvement process.

5.1.8 Documents to be filed

All documentation about the deferment or temporary suspension granted to a student is filed in the student's file.

The following documents will be kept in the file of a student who has applied to defer or suspend enrolment.

- the application for deferment or suspension of enrolment
- if the application was approved, a copy of the application for deferment or suspension approval form
- if the application was rejected, a copy of the application for deferment or suspension rejection form
- copies of all documents tendered in support of the application.

6.1 DEFERMENTS, SUSPENSIONS OR CANCELLATIONS BY JTI

Under certain circumstances, JTI may initiate the deferment, suspension or cancellation of a student's enrolment.

6.2.1 Deferment

JTI may defer the commencement of a course if the course is not offered. Should this occur, students enrolled in the course will be offered a refund of all the course money they have paid to date. The refund will be paid within 28 days on which the course ceased being provided. Alternatively, such students may be offered enrolment in an alternative course by JTI at no extra cost to the student. Students have the right to choose whether they would prefer a full refund of course fees, or to accept a place in another course. If they choose placement in another course, JTI will ask them to sign a document to indicate that they accept the placement. The communication will be done on the debt it might occur if student defer after the census date.

If JTI is unable to provide a refund or place a student in an alternative course, the Tuition Protection Scheme will provide assistance to the student in obtaining a place in a suitable alternative course.

6.2.2 Suspension

JTI may temporarily suspend a student's enrolment if the student's behaviour is assessed as unacceptable for an educational setting. The JTI is responsible for making this assessment. This is referred to as suspension of enrolment due to misbehaviour.

Grounds for suspending a student for misbehaviour

JTI may suspend the enrolment of a student due to misbehaviour if the student:

- has been in breach of the JTI Student Code of Conduct
- is assessed by the Admission Officer/VSL QA officer or Training manager as providing a threat to the well-being of other students or staff
- has been assessed as behaving in a way such as to constitute serious misconduct

Applicants are advised of each of these grounds for suspension due to misbehaviour prior to signing the Enrolment Offer and Written Agreement.

6.2.4 Cancellation

JTI may cancel the enrolment of a student if the student:

- is in breach of a condition of ongoing enrolment, including:
 - the requirement to attend at least 80% of all scheduled classes every study period
 - the requirement to not plagiarise, collude or cheat
 - the requirement to pay agreed tuition fees by the dates agreed in the Enrolment Offer and Written Agreement
- has been in breach of the JTI Student Code of Conduct
- is assessed by the Training Manager/Delegate as providing a threat to the well-being of other students or staff
- has been assessed as behaving in a way such as to constitute serious misconduct
- fails to meet the requirements of the course progress policy

Applicants are advised of each of these grounds for deferment, suspension or cancellation prior to signing the Enrolment Offer and Written Agreement.

6.2.5 Notice of intention to defer, suspend or cancel enrolment

Where a deferment, suspension or cancellation is initiated by JTI, the student will receive a notice of intention to defer, suspend or cancel enrolment.

6.2.6 Appealing against JTI's intention to suspend or cancel enrolment

A notice of intention to defer, suspend or cancel enrolment will clearly identify that the student receiving the notice will be given 20 working days to access JTI's internal complaints and appeals process. The 20 working days begins from a date specified in the letter which allows for reasonable time for delivery of the letter. Notices of intention to defer, suspend or cancel enrolment are sent by registered mail to the address on the student's file and by email to the email address on the student's file.

Contacting the student within the 20 working days available to appeal

If no appeal is received, then the Admissions Officer/Delegate/Training Manager is responsible for contacting the student on the 19th working day following the date specified in the letter in order to provide the student with a final opportunity to lodge an internal appeal. Contact will be made by telephone and email.

For more information, please refer to the JTI Complaints and Appeals Policy.

Maintaining enrolment in the case of an appeal

If an appeal against a deferment, suspension or cancellation by JTI is lodged by the student, JTI will maintain the student's enrolment until the internal appeals process is complete, unless there are extenuating circumstances relating to the student's welfare.

6.2.7 Extenuating circumstances relating to the student's welfare

Extenuating circumstances relating to the welfare of a student may include, but are not limited to, the following. The student:

- is missing
- has medical concerns, severe depression or psychological issues which lead JTI to fear for the student's wellbeing
- has engaged, or threatens to engage in behaviour that is reasonably believed to endanger the student or others
- is at risk of committing a criminal offence

The Admissions Officer/Delegate/Training Manager is responsible for ensuring that claims by JTI of extenuating circumstances relating to the welfare of the student are supported by appropriate evidence. All such documentary evidence is filed in the student's file.

6.2.8 Reserving the right to not provide learning opportunities

JTI reserves the right to not provide learning opportunities during throughout the 20 working days provided to a student to make an appeal and throughout the appeals process should it be deemed appropriate. The Delegate/Training manager or CEO is responsible for making this determination.

The suspension or cancellation will be notified to Department of Education on completion of the 20 working days if there is no appeal, or at the completion of the appeals process if there is an appeal and the appeal is not upheld, or if there is an appeal and the appeal is withdrawn.

7.1 Withdraw

- A student enrolled under the VET Student Loan may withdraw from a course, or part of the course they have enrolled in at any time during the teaching period.
- All Requests for withdrawal must be submitted formally to the Admissions Officer/VSL QA Officer.
- Until formal withdrawal has occurred the student remains liable for all fees associated with their enrolment.
- Students will be notified of the outcome within 10 working days from the date of receipt of application by the Admissions Officer. It will include:
 - confirmation of their withdrawal, including the date and time of the student's withdrawal, the unit of study, part of a course or whole course from which the student withdrew and the relevant census day
 - confirmation as to whether the student has incurred a debt for the unit, part of the course or whole course
 - any advice to the student regarding the special circumstance's requirements applicable to the student's circumstances and information about the refund of upfront payments
 - If they wish to re-enrol in an approved course or part of the course, where they had earlier withdrawn with JTI, they will need to complete the enrolment process.

7.1 Withdrawing on or before the Census date period

- All Requests for withdrawal must be submitted formally to the Admissions Officer. Until formal withdrawal has occurred the student remains liable for all fees associated with their enrolment.

- Students that lodge their Withdrawal Form on or before the census date for that unit of study will be granted a withdrawal without penalty. 100% tuition fees paid for that unit will be refunded and no VETSL debt is incurred.
- JTI will refund to a student who is, or would be, entitled to Vet Student Loan any tuition fees that he or she may have paid for a course or part of the course, if the student withdrew on or before the relevant census date, even if they choose not to access it.

7.2 Withdrawing outside of the nominated Census date period

- Students who submit their Withdrawal Form after the published census date will remain liable for all fees associated with the approved course, or part of the course for which they were enrolled for that teaching period.

7.3 Re-enrolling a student who has withdrawn

- If a student withdraws from an approved course or part of an approved course, JTI will not, after withdrawal, enrol the student in an approved course or a part of an approved course without the written permission of the student.
- A returning student will need to re-enrol as per JTI's enrolment policy and procedure

7.4 Special circumstances application in relation to replacement component of replacement course:

- If a student applies under Section 68 of the VET Student Loan Act 2016 for a re-credit of the student's HELP balance in relation to a replacement component of a replacement course, JTI may consider the tuition fee paid for the affected part of the original course are taken to have been paid for the replacement component.

Opportunity for external appeal

A student may choose to appeal against a decision with the Students Ombudsman, but JTI is not required to wait for the outcome of an external appeal before notifying Department of Education of the change to the student's enrolment status. Students will be provided with counselling and advice about external appeal opportunities. This counselling and advice will be free of any additional fee for the student.

Responsibility

This policy is implemented by the Admissions/Training & operations Manager.

Student Debt Review Procedure for Re-Crediting VSL Balance

Definitions

The Act: Refers to the VET Student Loans Act 2016.

Student: Refers to students, who are Australian citizens or permanent humanitarian visa holders who will be resident in Australia for the duration of their VET Units of Study, and who access VET Student Loans for payment of their tuition fees in respect of the VET Units of Study in which they are enrolled.

Census Date: A published date set by the provider, no earlier than 20% of the way through a VET Unit of Study.

Tuition Fees: Fees paid for a VET Unit of Study that is approved for VET Student Loans and applies to Students who are, or would be entitled to VET Student Loans assistance

Unit or VET Unit of Study: A VET Unit of Study approved for VET Student Loans that a student may undertake with the provider, for which the student may access VET Student Loans assistance to pay for all or part of their tuition fees (DEPENDS ON LOAN CAP FOR QUALIFICATIONS).

1.0 Incurring a VET Student Loans Debt

- 1.1 A Student who is, or would be, eligible for VET Student Loans and has requested VET Student Loans Assistance, who withdraws from a Unit on or before the census date will not incur a VET Student Loans debt for the tuition fees for that Unit.
- 1.2 Students who have requested VET Student Loans Assistance who remain enrolled after the published census date will incur a VET Student Loans debt for the Units in which they are enrolled. A Student who withdraws from a Unit after the published census date for that Unit will incur a VET Student Loans debt for that Unit.
- 1.3 VET Student Loans is a loan from the Commonwealth, which will remain a personal debt until it is repaid to the Commonwealth, and the loan may, until the debt is repaid, reduce a student's take-home (after-tax) wage or salary and may reduce the student's borrowing capacity. You start paying your loan through your tax once you start earning a certain income (currently \$47,014 and above for the 2021-22 financial year). Students applying for VET Student Loans must meet the eligibility requirements. The loan will not be approved for anyone not meeting the eligibility criteria. A Student who is, or would be, eligible for VET Student Loans and has requested VET Student Loans Assistance, who withdraws from a unit on or before the census date will not incur a VET Student Loans debt for the tuition fees for that Unit. Students who have requested VET Student Loans Assistance who remain enrolled after the published census date will incur a VET Student Loans debt. A Student who withdraws from a Unit after the published census date for that Unit will incur a VET Student Loans debt for that Unit.
- 1.4 The Secretary may re-credit a student's FEE-HELP balance in relation to special circumstances if JTI is unable to act or being wound up or has been dissolved; or has failed to act and the Secretary is satisfied that the failure is unreasonable.

2.0 **Re-crediting a VET Student Loans Balance**

2.1 Students who withdraw from a Unit after the published census date, or fail to complete a Unit, may apply to have their VET Loans balance re-credited with respect to the Unit if they believe special circumstances apply in accordance with the following procedures.

2.2 Students who withdraw from a Unit after the published census date, or fail to complete a Unit, may apply to have their VET Student Loans balance re-credited with respect to the Unit if they believe special circumstances apply (under section 68 of the Act). Students may also apply to the Secretary under section 71 of the Act for the student's balance to be recredited due to:

- the provider, or a person acting on the provider's behalf, engaged in unacceptable conduct in relation to the student's application for the VET Student Loans, or
- the provider has failed to comply with the Act or an instrument under the Act and the failure has adversely affected the student.

Other considerations include:

- applications for re-crediting under section 68 of the Act must be made within 12 months after the census day for the course, or the part of the course concerned, or within that period as extended by JTI.
- applications for re-crediting under section 71 of the Act must be made within 5 years after the census day for the course, or the part of the course concerned or within that period as extended by the Secretary
- there is no charge for reconsideration or review of decisions, other than review by the Administrative Appeals Tribunal (AAT).

3.0 **Special Circumstances**

3.1 If a student withdraws from a Unit after the published census date for that Unit, or has been unable to successfully complete a Unit, and believes this was due to special circumstances, the student may apply to have their Loans balance re-credited for the affected Unit/s.

3.2 Job Training Institute Pty Ltd (JTI) will re-credit the Student's VET Loans Balance if it is satisfied that special circumstances apply where:

- these circumstances were beyond the student's control; and
- these circumstances did not make their full impact on the student until on, or after the census date; and
- these circumstances were such that it was impracticable for the student to complete the requirements for the Unit in the period during which the student undertook or was to undertake the Unit

3.3 For circumstances to be beyond a student's control, the situation should be that which a reasonable person would consider is not due to the student's action or inaction, either direct or indirect, and for which the student is not responsible. The situation must be unusual, uncommon or abnormal to be considered special circumstances.

3.4 Student may also apply for the student's Loans balance to be re-credited

- If JTI engaged in unacceptable conduct in relation to the student's application for the VET Student Loans
- If the provider failed to comply with the Act or an instrument under the Act, and the failure has adversely affected the student

3.4 Special circumstances do not include:

- lack of knowledge or understanding of requirements for VET Student Loans assistance; or

- a Student's incapacity to repay a VET Student Loans debt (repayments are income contingent and the Student can apply to the Australian Taxation Office for a deferral of a compulsory repayment in certain circumstances).

Procedure:

Each application for re-credit of a student's Loans balance will be considered on its merits together with all supporting documentation substantiating the special circumstances claim. There is no charge to undertake this process.

A student must apply in writing to the Training Manager or delegate, within 12 months of the withdrawal date, or if the student has not withdrawn, within 12 months of the specified completion date of the Unit. JTI has the discretion to waive this requirement if it is satisfied that it was not possible for the application to be made within a 12-month period. Relevant supporting documentation will be required to substantiate the claim. JTI will consider each application within 28 days of receipt of the application. It will consider each request to re-credit a Loans balance in accordance with the requirements of the Act. Applicants will be notified in writing of the decision within 28 days.

4.0 Re-credit of a Student's VET Loans Balance - The Process

- 4.1 Each application for re-credit of a Student's VET Loans balance will be considered on its merits together with all supporting documentation substantiating the special circumstances claim.
- 4.2 JTI's Campus Manager is the designated officer responsible for the assessment of a Student's request for a re-credit of their VET Loans balance due to special circumstances and for the initial decision regarding the request.
- 4.3 A Student must apply in-writing to the training manager or VSL QA officer at JTI, Level 4, 259 Collins Street, Melbourne, VIC 3000 within 12 months of the withdrawal date, or if the Student has not withdrawn, within 12 months of the specified completion date of the Unit.
- 4.4 JTI has the discretion to waive this requirement if it is satisfied that it was not possible for the application to be made within the 12 months period. Relevant supporting documentation will be required to substantiate the claim.
- 4.5 The application for re-crediting a VET Student Loans balance must include details of the:
 - Unit(s) for which a Student is seeking to have a VET Loans balance re-credited and
 - special circumstances as referred to above, including supporting documentation.
- 4.6 JTI will consider each application within 28 days of receipt of the application. It will consider each request to re-credit a VET Student Loans balance in accordance with the requirements of Schedule 1A of the Act. Applicants will be notified in writing of the decision within 28 days.

5.0 Review of Decision

- 5.1 Where JTI makes a decision NOT to re-credit a Student's VET Loans balance that decision may be subject to review.
- 5.2 If a Student is not satisfied with the decision made by JTI, the Student may apply, within 28 days of the receipt of the original decision, for a review of the decision. The application for review must:
 - be made within 28 days of receipt of the original decision;
 - include the date of the original decision;
 - state fully the reasons for applying for the review;
 - include any additional relevant evidence.

5.3 Applications should be made in writing to the Chief Executive Officer or Managing Director at JTI, Level 4, 259 Collins Street, Melbourne, VIC 3000 as the designated Review Officer of any decisions relating to a request for re-crediting of a VET Student Loans balance. The Review Officer is senior to the designated officer responsible for the original decision and was not involved in making the original decision to be reviewed.

5.4 The Review Officer will:

- acknowledge receipt of the application for review of a decision in writing within 10 working days; and
- inform the Student that if the Review Officer has not advised them of a decision within 45 days of receipt of the application for review, it is taken that the Review Officer has confirmed the original decision.

5.5 The Review Officer will then:

- review the information from the original decision and then assess any new evidence provided by the Student;
- provide written notice to the Student of the decision, setting out the reasons for the decision;
- inform the Student of their right to apply to the Administrative Appeals Tribunal if they disagree with the Review Decision, and timelines involved (see below).

6.0 Reconsideration by the Administrative Appeals Tribunal

6.1 At the time of the original decision, and at the time of the subsequent review decision, the Student will be notified of their review rights and responsibilities. The relevant officer will inform a Student in writing of their right to appeal to the Administrative Appeals Tribunal (AAT) if they are not satisfied with the outcome and the contact details of the closest AAT office and the approximate costs of lodging an appeal. The application must be lodged at the AAT within 28 days of receiving written notice of the review decision. This time limitation can be extended in limited circumstances by order of the AAT.

6.2 Full details of the application process and fees payable are available on the AAT's website: www.aat.gov.au. An application fee may have to be paid in the amount of \$816 (from 1 July 2012) and is subject to change. Applications cannot proceed until the fee has been paid or waived. Applications for fee waiver must be made to the AAT. Refer to the AAT website for more details.

6.3 Details of closest AAT office:

Victoria - Level 16, HWT Tower, Southgate, 40 City Road, Southbank VIC 3006.
Telephone: 03 9282 8444. Email: Melbourne [Registy@aat.gov.au](mailto:Melbourne.Registry@aat.gov.au)

6.4 The Secretary of The Department, or the Secretary's delegate, will be the respondent for cases that are brought before the AAT. Upon The Department's receipt of a notification from the AAT, The Department will notify JTI that an appeal has been lodged. Upon receipt of this notification from The Department, the Review Officer will provide The Department with copies of all the documents that are relevant to the appeal within ten business days.

7.0 Publication

These procedures are published on JTI website: www.jti.edu.au to ensure Students have up to date and accurate information publicly available to them

Transition of Superseded Qualification Management Policy and Procedure

Purpose

This policy and procedure describes the process by which Job Training Institute (JTI) will transition from a superseded training package qualification and/or accredited course to a new or revised training package qualification and/or accredited course in compliance with the VET Quality Framework (VQF) and ASQA Standards for Registered Training Organisations 2015.

This policy also ensures that JTI only delivers currently endorsed Training Packages or current VET accredited courses.

Scope

This policy is applicable to Training Package amendments, version changes and newly endorsed training packages.

Principles

- Students are entitled to receive current (endorsed or accredited) training products, unless the student would be genuinely disadvantaged in transferring to that product under the transition arrangements as per this policy. In these cases, JTI is permitted a further period to teach-out the student in his/her existing qualification, but must be prepared to demonstrate, upon request by the National VET Regulator, Australian Skills Quality Authority (ASQA), how the student would have experienced genuine disadvantage if made to transition earlier. A student must not continue training in any qualification, course or unit of competency beyond the combined transition and teach-out periods under any circumstances.
- JTI must ensure that students are not enrolled in qualifications/courses that adversely affect their opportunities for employment, residency status and/or future study pathways.
- JTI must provide timely and adequate advice and guidance to current students if the qualification or course in which they are enrolled is superseded/deleted/expired and ensure students are given the opportunity to transfer to replacement training package qualifications and accredited courses or other currently endorsed training packages or accredited courses. Transfer of students must be undertaken in collaboration between the student and the RTO. Current students must not be required to transfer to new training package qualifications or new accredited courses where the genuine disadvantage to them in doing so would outweigh their continued training in, and issuance with, a qualification or statement of attainment for a superseded or deleted training package qualification or superseded or expired accredited courses.

Policy

Monitoring of Training Packages

The QA team /Training Manager ensures that JTI is on the distribution list to receive email alerts from www.training.gov.au and Industry Skills Councils (ISCs) with regards to changes in training packages.

The monitoring of training package status and responding to changes in training packages is to be undertaken by the QA team /Training Manager to ensure transition to revised or new training packages are managed in a systematic way that integrates changes into all other areas of operation. The qualifications register must be updated on a monthly basis in order to track enrolment numbers in superseded and expired courses and be used as a reference for discussion at Management meetings to ensure a systematic transition process.

Transition Management

Once confirmation is received that a training package has been superseded, JTI will manage the transition from the superseded training package and/or accredited course within 12 months of their publication on the national register, by making use of a Transition Action Plan, except in situations where a student may be genuinely disadvantaged by such an action.

Genuine disadvantage: must be evidenced from the perspective of each affected student, not simply the convenience of JTI. Genuine disadvantage assumes that the disadvantage to the student outweighs the advantage to the student being enrolled in and receiving the most current qualification upon completion. Situations listed below are situations that may result in a student experiencing genuine disadvantage. This list is not exhaustive:

- a requirement to undertake additional units of competency
- a fundamental change in the structure or content of a training program
- a significant change in training venue or delivery mode
- an extension to the enrolment period
- an additional financial expense
- a change to apprenticeship/traineeship contract terms
- a change to a student's residency visa status

Enrolments in the new or revised qualifications / units of competency are to commence as soon as possible to allow students to access the most current qualification. No new student can be enrolled in a Training Package qualification from 12 months after the superseded date has passed or an accredited course after its accreditation expiry date.

Students who are enrolled in qualifications which are superseded, are to be offered and encouraged to transfer their enrolment to the new/revised qualification. Students are not to be disadvantaged in any manner and those choosing to remain enrolled in superseded qualifications are to be supported in their decision provided they are able to complete before the teach out period.

Teach Out

JTI will ensure that it continues to deliver training and assessment services and issue qualifications to students who may have been genuinely disadvantaged by any attempt to transition to the replacement qualification, and who are currently enrolled in superseded Training Package qualifications or accredited courses, for no longer than 6 months after the expiry of the transition period for its replacement.

Where a current student has not completed the superseded Training Package qualification or accredited course at the completion of the teach out period, they will be transferred to the new/revised qualification.

Procedure

The QA team /Training Manager is to monitor the status of Training Packages to remain aware of changes and how these might affect JTI scope of registration. The primary information source for monitoring the status of training packages include:

Skills training.gov.au
<https://training.gov.au/ChangeNotification>

Changes to Training Packages are to be reported and discussed at regular Staff Meetings. The strategies to respond to Training Package changes will be determined and influenced by the data held in the **Qualifications Register**.

Once changes are confirmed, the QA team/training manager is to determine an Action Plan to respond to changes which will be documented in a **Transition Action Plan** document and will be forwarded to the Training, Resource Development and Marketing Managers to implement.

If JTI has a training package qualification or unit of competency on its scope which has been superseded by a new training package qualification or unit that is not equivalent, the QA team /Training Manager must apply to have the replacement training package qualification or unit added to its scope of registration as soon as it deems itself prepared but no later than 12 months from the release date of the earliest qualification that has replaced it on the national register (if JTI intends to offer and deliver the replacement qualification / unit).

The Training Manager will ensure all the necessary changes to the qualification or unit of competency are addressed. The most common changes include:

- Revised units of competency and qualifications codes and titles
- Revised packaging rules for qualifications changing the requirements in relation to the allocation of core and elective units
- Revised units of competency, this may include the combining of two units into one or minor changes where the unit of competency has remained equivalent
- Revised pre-requisites, co-requisites or entry requirements
- Revised assessment guidelines which may relate to identifying new requirements for trainers and assessors

The Training Manager will ensure the following changes are implemented:

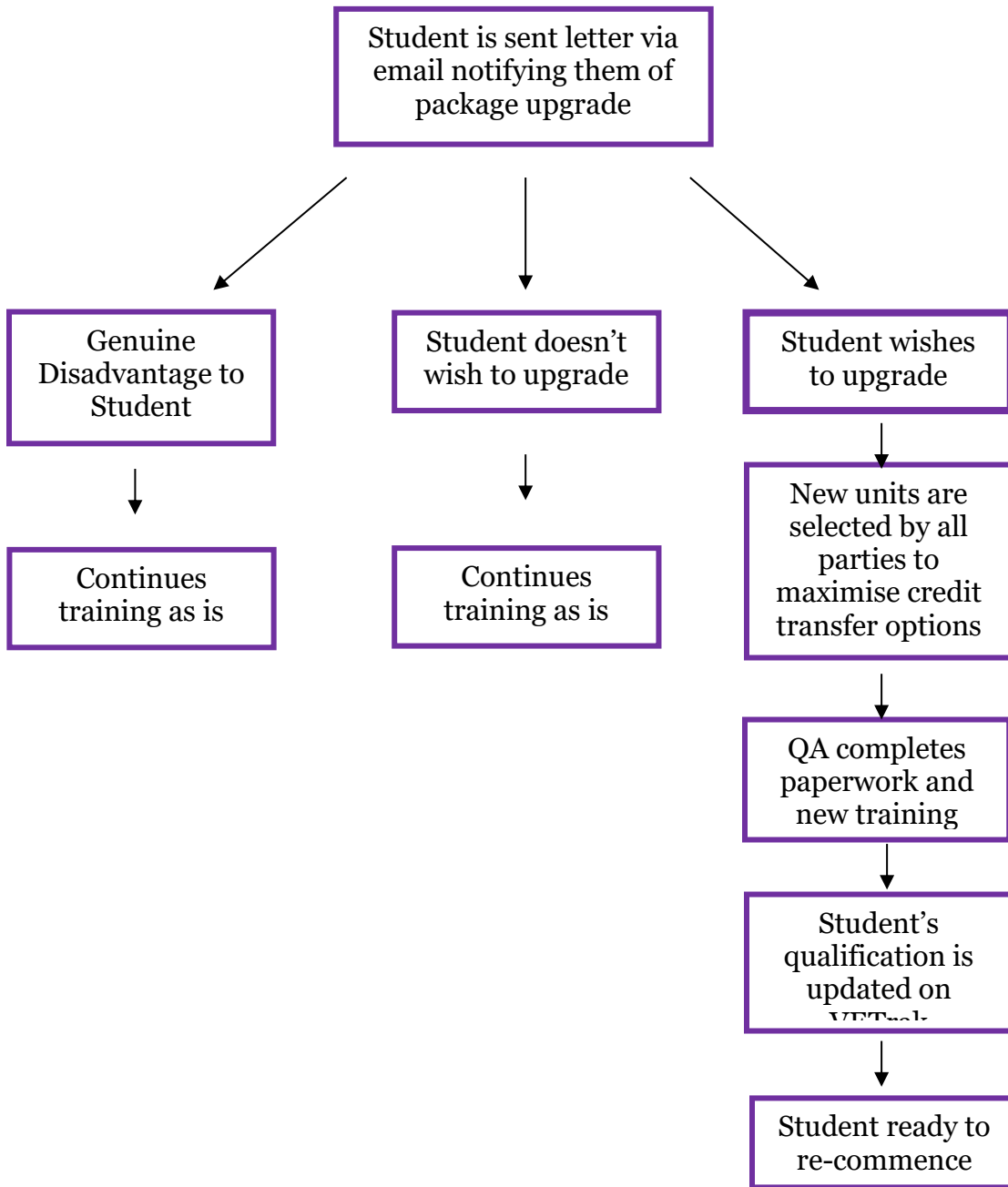
- additional consultation with industry
- revise training and assessment material

The Training Manager will ensure that:

- Training and assessment strategies are reviewed and updated
- Students who are enrolled in the superseded qualification or unit of competency are provided with an opportunity to transfer to the new/revised qualification or unit of competency without any disadvantage
- Students who choose the option to remain in the superseded qualification are provided with a clear opportunity to complete the qualification / unit of competency within the teach-out period without disadvantage.

The Campus Manager/Managing Director will ensure that all sales and marketing material are updated to accurately reflect the new/revised qualification or unit of competency.

Transition Procedure Notification and Update Flow-Chart:



Access and Equity

Policy

JTI as a registered training organization delivers nationally recognized training programs and in doing so accepts its responsibility to deliver these programs in a fair and equitable manner. JTI will ensure the following:

- All staff are made aware of the access and equity principles at induction
- All students are made aware of the access and equity principles at orientation and the complaints resolution process
- There is an environment of support and care for students that also encourages cultural understanding and sensitivity
- That early identification and intervention is provided to students requiring support
- Access and equity regulations are considered when developing new products, policies, practices, systems and procedures
- If required, appropriate counseling and training will be provided to any employees who provide services to under-represented groups
- There is an ongoing commitment to eliminate access and equity barriers identified within JTI's processes, practices and business decisions
- There is liaison with disability support groups to ensure special needs can be provided in areas where the Institute has no knowledge or experience
- That there is provision of support and tutorial assistance for any student that is encountering learning difficulties
- There are regular reviews of access and equity policies and procedures to ensure they are:
 - meeting legislative requirements
 - satisfy individual student needs
 - enable participant outcomes to be met
 - addresses community needs
- In addition to formal reviews, the policies and procedures will be reviewed whenever there is a change in legislation or if there are circumstances identified that are not covered by this policy.
- JTI requests students declare if they need specific assistance about language, literacy and numeracy so that specific learning support may be provided. Alternative learning and assessment strategies will be utilized by JTI staff to assist students with special needs.

Principle

JTI is committed to providing and promoting non-discriminatory, inclusive practices and processes to provide equal opportunities for all students to achieve their learning outcomes and strives to ensure that its decision-making processes reflect a commitment to access and equity and treats all students or prospective students fairly.

Scope

This policy relates to the provisions of all training and support services offered by JTI to students. In addition, all staff, contractors employed or engaged by JTI are obliged to comply with this policy.

Legislative Obligations

This policy acknowledges JTI's legal obligations in relation to Access and Equity under relevant legislation, to ensure that the Institute's working and training practices are fair and equitable, and the working and learning environment is non-discriminatory. Australian federal and state legislation makes it unlawful for organizations

to discriminate against individuals because of their age, gender, race, marital status, sexuality, or physical or intellectual disability. The following legislation underpins all matters related to access and equity at JTI.

Relevant legislation:

Anti-discrimination Act 1997

Age Discrimination Act 2004

Disability Discrimination Act 1992 (including Disability Standards for Education)

Disability Discrimination Act 2005

Racial Discrimination Act 1975

Sex Discrimination Act 1984

Procedures

This policy and accompanying procedures outlines the reasonable adjustments and facilities, services and academic learning support that will be provided to students in the following areas.

To ensure that the learning environment of JTI is free from harassment, discrimination and victimization, the Institute will ensure:

- a. All recruitment, admissions and enrolment processes undertaken by JTI have been designed to be free from discrimination.
- b. There are published entry criteria for all students for all programs offered by the Institute with access and equity issues contributing to the course entry requirements and prerequisites.

To ensure that the student recruitment and admission process is bias-free and non-discriminatory, JTI:

- Uses the same recruitment and enrolment processes for all applicants;
 - Bases admission to courses and programs on availability of places and clinical placement and the applicant satisfying course/qualification and funding entry requirements (where applicable)
 - Provides applicants with adequate information and support for the individual to enable them to select the most suitable program for their training requirements.
- c. Staff and students are made aware of access and equity as part of orientation, adherence to privacy and confidentiality requirements.

Pre-enrolment procedures

Where prospective students indicate any type of disability and/or learning difficulty on their initial enrolment application the following procedures will be applied:

- a. Any disabilities and/or learning difficulties indicated on the Institute enrolment form/Training plan will be recorded in the Student Management System and notification will be provided to the trainer for review as part of the enrolment process.
- b. The trainer in conjunction with the training manager or equivalent will be responsible for assessing the student's disabilities and/or learning difficulties to determine whether reasonable adjustments can be implemented to provide appropriate training for the student. The trainer will advise the applicant of the decision concerning enrolment and any reasonable adjustment that would be provided.
- c. The trainer will record the enrolment decision and details of reasonable adjustments in the training plan.
- d. If reasonable adjustments cannot be provided to accommodate the applicant this information will be recorded in the training plan and the student will be advised
- e. The Trainer in conjunction with the Training Manager will coordinate the implementation of agreed reasonable adjustments prior to the student's commencement of the training program.

Post enrolment procedures

For students who advise of any disabilities and/or learning difficulties during the student interview or orientation or after the commencement of their training program the following procedures will apply:

- a. Details of the student disability and/or learning difficulties will be recorded in the Student Management System and Training Plan.
- b. Details of the student disability and/or learning difficulties will be provided to the Trainer and the Training Manager.
- c. The Trainer will undertake an interview with the student to determine whether reasonable adjustments can be provided to the student. The Trainer will notify the student of the decision regarding reasonable adjustment and ensure that the decision is recorded in the Student Management System.
- d. The Training Manager will coordinate the implementation of agreed reasonable adjustments as soon as possible but no later than 10 working days from the date of application.
- e. If reasonable adjustment cannot be provided, this decision will be recorded in the Student Management System and the student may be provided with course counseling and if an alternative course cannot be provided for the student, the Training Manager will issue the student with a Termination of Enrolment letter. The Termination letter will include details of the Institute's Complaints and Appeals Policy and Refund Policy.

Support Services for those with Special Needs

All enrolled students with a recognized disability will be offered specialized services to assist them to participate in training and assessment activities for which they are enrolled. These services may be provided by JTI or by another person or agency.

JTI takes all reasonable steps to provide a student with a recognized disability, all support services on the same basis as a student without a disability and without experiencing discrimination.

To provide appropriate support services for a student with a recognized disability, JTI will:

- Consult with the enrolled student about the need for the student's requirements of access to specialized support services;
- Decide if an adjustment is justified so that the student can participate in the training and assessment activities for the program for which they are enrolled;
- Identify what an appropriate adjustment might include and make the necessary adjustment for the enrolled student.

JTI will provide training to all staff to make them aware of the support services available for the students with recognized disabilities to enable them to assist students to access support services required. JTI will also facilitate the provision of specialized services for the student where necessary including collaborative arrangements with specialized service providers.

JTI may provide support services, or arrangement for services, for students with a recognized disability including:

- The use of adaptive/assistive technology (e.g. larger print ...)
- Educational support
- Alternative assessment methods
- Extra time to complete a course or assessment
- Learning support for basic literacy or numeracy difficulties.

Support to ATSI students

Students of Indigenous background may choose to liaise with the Course Manager. The Course Manager will assist with contacting the external Koori liaison officer who will provide cultural, study and general support for

Indigenous students. The Training Manager will assist with the arrangement of appropriate cultural support services at the Institute's expense. People from all social and cultural backgrounds will be equally treated and due respect will be given to Aboriginal and Torres Strait Islander people, people from Culturally and Linguistically Diverse background, people with disability and mature age students. Additional free of charge teaching-learning sessions will be arranged for students who require extreme support (additional support classes). Students will be guided to external support agencies, if required, for specific support strategies. The Training Manager, as the JTI representative, will make decisions regarding this service.

Academic and Learning Support

Reasonable adjustments can be made to accommodate students with a recognized disability requiring academic, learning and assessment support. Students should disclose any support requirements as early as possible (preferably at interview) to allow reasonable adjustment to be provided. In relation to academic and learning support reasonable adjustment may include:

- a. Academic learning support for all students requiring assistance including the areas of literacy and numeracy support;
- b. Alternative methods of assessment where reasonable. This may include the use of oral assessments, changes to paper color, font size or style where appropriate, monitors with large display, adjusted print materials or adaptive technology (such as Microsoft Magnifier), digital talking and audio books E-books with large format Microsoft Narrator (text to speech) Acetate sheets –colored (dyslexia) English language pronunciation programs
- c. An extension of time for completing assessment tasks.

All assessment pieces and tasks that JTI utilize have been designed to be fair, reliable and consistent. All students are provided with the requirements of assessment for all units of competency at the beginning of study programs. Assessments for units of competency delivered by online format have been adapted for flexible delivery and are provided to students in a relevant format.

Any adjustment to assessment for students with disabilities will be negotiated before the assessment task is required to be undertaken.

Facilities Access

The Training Manager in consultation with Building Manager at each campus is responsible for ensuring campus buildings, rooms, toilets and resources comply with relevant building requirements including access for people with disabilities. Facilities will be reviewed on a regular basis and reports sent to the CEO. If normal points of exit are not available, notices including alternative access will be posted where appropriate.

All staff are required to assist anyone needing help to access training materials, files, equipment, or other items that may be inaccessible to students.

Any adjustments should be made by the Training Manager or designated officer before the student commences the course. Students may wish to indicate disabilities in their application form and/or during orientation.

Visual impediments and reading impediments

When required, reasonable adjustments can be made to accommodate students with visual and/or reading problems. This may include reading aids and adaptive technology products available on the market to assist when reading, either in hard copy or electronic forms.

Online materials and services

Students undertaking training online and on-campus students will have equal access to training and assessment materials and support services. While online materials and support services have been primarily developed for online learning students, all materials and services are available to on-campus students and include the following:

- a. Online library and journals where available

- b. Recorded sessions
- c. Videos
- d. Simulations
- e. Training materials with learning outcomes
- f. Assessments that parallel on-campus training and learning
- g. Student and support services as currently provided.
- h. Online materials can be available in print for students who do not have online access. Adaptive technology is used where reasonable adjustment can be made.

Complaints and Appeals

Individuals who consider they have been treated unfairly are encouraged to use JTI's Complaints and Appeals Policy and Procedure.

Reasonable Adjustment

A reasonable adjustment is a measure or action that will be taken to assist a student with a recognized disability to participate in training on the same basis as other students. An adjustment is reasonable if it considers the student's learning needs and balances of all parties affected – the student with the disability, JTI, Institute staff and other students undertaking training.

JTI is aware that the training programs delivered by the Institute will sometimes need adjustments to ensure equal opportunity for students with disabilities. The nature of reasonable adjustments is such that they are designed to minimize the disadvantage experienced by learners with a disability, rather than provide learners with a competitive advantage. This can include administrative, physical or procedural modifications.

In cases of reasonable adjustment:

- a. A student with a recognized disability may not require adjustments in some circumstances or always.
- b. However, a student with a recognized disability may require multiple adjustments and may include multiple activities.
- c. At all times, the integrity of the training and the assessment requirements or processes must be maintained.
- d. JTI will be timely in investigating and implementing any adjustments while maintaining confidentiality regarding the student with a recognized disability.

Factors that will be considered when assessing for reasonable adjustment include:

- The nature of the disability presented
- Information provided or accessed about a student's disability about how the disability will affect their ability to participate in training
- Clarifying the student's ability to comply with non-discriminatory requirements of a training program
- Seeking information from the student about their preferred adjustment, as the student may have a developed understanding of what may be suitable.

Costs and Benefits of adjusting

The effects of reasonable adjustment on the Institute, staff and students and direct and indirect costs will be considered by JTI including:

- The costs associated with staffing, special resources, and the modification of training materials and curriculum;
- The adverse impact on learning, occupational and social outcomes for the student, other students and training staff;
- Benefits that may be achieved to all people and the Institute from the student with a recognized disability's participation.

Exceptions

The Disability Discrimination Act Standards for Education 2005 do not render it unlawful for RTO's or education providers to not comply with requirements of the standards in the following circumstances:

- Where JTI claims that it would impose unjustifiable hardship
- The student's disability is an infectious disease or other condition and it is reasonably necessary to isolate or discriminate to protect the health and welfare of the students and other students and staff
- Where JTI is complying with courts orders, Human Rights and Equal Opportunity Commission decisions, prescribed law and regulations of the Commonwealth, State or Territory as Section 47 of the Disability Discrimination Act 1992.

Unjustifiable Hardship

When a reasonable adjustment is considered, balancing the interest of all parties concerned, deliberation on whether the adjustment will impose hardship on JTI.

If unjustifiable hardship is considered, JTI will consider all financial and other resources that are reasonably available for the purposes of making any necessary adjustments for the student, and the impact of those adjustments on the capacity to provide training programs of high quality to ALL students while remaining financially viable.

- JTI will consider direct and indirect costs and benefits including:
- Costs associated with staffing, the provision of special resources, modifying training materials and curriculum
- The adverse effects on learning, occupational and social outcomes of the student, other students and training staff
- Identified benefits to all involved persons from the student's participation.

When JTI applies the principles of unjustifiable hardship, the Institute will:

- Ensure that the process for seeking the adjustment is accessible and transparent.
- Notify the student regarding decisions made on reasonable adjustment and the reasons for the decision as soon as possible after the decision made. The Training Manager in consultation with the GM will discuss the decision with the student and the outcomes will be recorded in the student management system.

Continuous Improvement

This Access and Equity policy and accompanying procedures for vocational education and training systems of the Institute will be continuously implemented and reviewed for areas of improvement. The policy and accompanying procedures will be formally reviewed annually as part of the general continuous improvement process.

Definitions

Access and equity refers to the policies, procedures and approaches that ensure that JTI's training programs are responsive to the diverse needs of all students. Access and equity is concerned with removing the barriers and the opening of opportunities. In education and training, it means ensuring that people with differing needs and abilities have the same opportunities to successfully gain skills, knowledge and experience through education and training irrespective of their age, disability, colour, race, gender, religion, sexuality, family responsibilities, or location.

Diversity is the recognizing and valuing of individual differences.

Disability: Per Disability Discrimination Act 1992; disability, in relation to a person, means:

- (a) Total or partial loss of the person's bodily or mental functions; or
- (b) Total or partial loss of a part of the body; or

- (c) The presence in the body of organisms causing disease or illness; or
- (d) The presence in the body of organisms capable of causing disease or illness; or
- (e) The malfunction, malformation or disfigurement of a part of the person's body; or
- (f) A disorder or malfunction that results in the person learning differently from a person without the disorder or malfunction; or
- (g) A disorder, illness or disease that affects a person's thought processes, perception of reality, emotions or judgment or that results in disturbed behavior and includes a disability that:

- Presently exists; or
- Previously existed but no longer exists; or
- May exist in the future (including because of a genetic predisposition to that disability); or
- Is imputed to a person.

To avoid doubt, a disability that is otherwise covered by this definition includes behavior that is a symptom or manifestation of the disability.

Reasonable adjustment refers to reasonable adjustment that can be made to facilities, documentation, learning and assessment, and support services which will facilitate access for disabled students and staff and ensure valid and reliable assessment decisions at a reasonable cost while meeting the special requirements for the individual/s.

Privacy Policy

Introduction

JTI is committed to respecting an individual's right to privacy and ensuring that Personal Information is protected. This policy ensures that JTI meets its legal and ethical requirements in regards to the collection storage and disclosure of the personal information it holds in regards to individuals.

JTI understands and seeks to comply with the requirements of Clause 23 of Schedule 1A of the Act and the Information Privacy Principles set out in Section 14 of the Privacy Act 1988 in relation to the collection of information relating to all students.

JTI will allow a Student to apply for and receive a copy of the VET personal information that the provider holds in relation to that Student.

JTI is bound by the Privacy Regulation 2013, SLI 2013 No. 262 Regulations as amended, taking into account amendments up to Privacy Amendment (2015 Measures No. 2) Regulation 2015 JTI is committed to ensuring that all our business dealings comply with the National Privacy Principles and acknowledge the importance of keeping personal information confidential and secure.

If at any time JTI is required by law to release personal information, JTI must cooperate fully.

Why and How We Collect Personal Information

'Personal information' is information or an opinion relating to an individual, which can be used to identify that individual.

JTI collects personal information:

- To conduct business and manage the internal accounting and administration requirements of our business
- To ensure that client's needs are both acknowledged and met
- To comply with the legal obligations; and
- To help manage and enhance JTI's services

The personal information JTI collects may include name and contact details, age, financial details and other information that is relevant to the services JTI provide, or necessary to carry out an individual's instructions.

JTI collects personal information by gathering, acquiring or obtaining personal information from any source and by any means. In some instances, personal information may be provided to us by third parties so that JTI may provide advice and services.

JTI will try to collect information from an individual directly wherever possible. Where JTI collects information from another individual, JTI will, where possible, obtain this with the individual's consent.

An individual is under no obligation to give JTI personal information about the individual or anyone else. However, if the individual does not provide the information JTI request, it may affect JTI's ability to provide and administer its services.

Collection and Management of Personal Information

- JTI collects personal information to enable it to function effectively. Any personal information collected by JTI is managed in accordance with the Privacy Act 1988.
- JTI collects the following types of personal information:

- Student identifiers (name, date of birth, student numbers, unique student identifiers (USI), State and Territory Student Identifiers),
- Student contact details (phone, address, email, fax etc.);
- Student Information such as disabilities, illness, language, literacy or numeracy challenges, and other sensitive information
- Student IDs such as Medicare cards, driver's license, concession cards etc. for the purpose of identifying eligibility for courses and / or funding,
- Student residency and or citizenship status for the purpose of identifying eligibility for courses and or funding
- Student academic transcripts and/ or certificates for the purpose of identifying eligibility for courses and or funding
- student academic performance,
- student graduation,
- student welfare information;
- Personal information will not be collected unless:
 - the information is collected for a purpose directly related to Students; and
 - the collection of the information is necessary for or directly related to that purpose 3.4. Personal information will not be collected by unlawful or unfair means.
 - Where personal information is collected for inclusion in a record or in a generally available publication JTI will take reasonable steps to ensure that, before the information is collected or, if that is not practicable, as soon as practicable after the information is collected, the Student concerned is generally aware of:
 - the purpose for which the information is being collected;
 - if the collection of the information is authorised or required by or under law the fact that the collection of the information is so authorised or required; and
 - with whom the information may be shared (such as the Australian Government or Tuition Assurance Scheme)

Website Collection

JTI may collect personal information from its website through receiving subscription applications and emails. JTI may also use third parties to analyse traffic at the website, which may involve the use of cookies. Information collected through such analysis is anonymous.

Use Personal Information

When referring to 'use' of personal information, it means use within JTI for the purposes outlined above.

JTI uses personal information for the primary purposes for which it is collected (as set out above), for reasonably expected secondary purposes which are related to the primary purposes, and in other circumstances authorised by the Privacy Act and the NPP.

For example, JTI may use personal information to:

- Provide an individual with a specific service
- Administer and manage the services it provides; or
- Provide information about other services that may be of benefit to the individual

Disclosure of Personal Information

When referring to 'disclose', it means providing the information to individuals outside of JTI.

The personal information about students enrolled in a Course with JTI may be shared with the Australian Government and designated authorities, such as ASQA (the RTO's registering body), Skills Victoria training, VET student loan and the National Centre for Vocational Education Research (NCVER). This includes personal details, contact details, course enrolment information, unit outcomes, AQF certification and statement issuance and information about training participation and progress.

JTI will not use or disclose to third parties any personal information obtained from an individual unless:

- It relates to the primary purpose of collection and where it would be expected of us
- The individual has consented to the use or disclosure
- JTI has reason to suspect unlawful activity
- It is required or authorised by law
- It is for the purpose of providing the individual with direct marketing material, such as articles that may be of interest, however, the individual may, by contacting JTI, request not to receive such information and JTI will uphold that request
- In the event that a sale of the business takes place, JTI may transfer the individual's personal information such as enrolment details to the purchaser of the business. The individual will be advised of any such transfer
- As part of JTI's regulatory or statutory obligations, it is required for government agencies, including the Australian Taxation Office, and other enforcement bodies
- It is to JTI's service providers (as is strictly necessary) to enable them to provide services to JTI, for example, auditors, legal and financial consultants; or
- It is to financial product providers, for example insurance companies and fund managers, in order to carry out the individual's instructions.

JTI will not disclose an individual's personal information to another person or organisation unless:

- They are aware that information of that kind is usually passed to that person or organisation.
- The individual has given written consent.

JTI's service providers are also bound by the Privacy Regulation 2013 Amendment.

Quality of Personal Information

JTI will take all reasonable steps to ensure that the personal information JTI collects uses or discloses is accurate, complete and current.

Protecting Personal Information

JTI will take all reasonable steps to protect personal information from misuse, loss, unauthorised access, modification or disclosure.

Personal information is stored securely whether in an electronic or physical form. The information is stored in secured premises and in electronic databases, which are password protected.

In the event that the individual ceases to be a client of JTI, any personal information that JTI holds will be held for a period of seven (7) years in order to comply with legislative and professional requirements. The information will then be disposed of securely and will be undertaken in accordance with the Public Records Act 1973 (Vic) (PR Act) and/or any other State legislated Public Records Act as required by other

state authorities.

JTI ensure Privacy notices are added to the relevant forms and information such as enrolment forms, website etc.

JTI ensure there is an opt-out option on all marketing emails and correspondence sent to individuals in relation to marketing.

Storage and security of personal information

- JTI stores personal information in a variety of formats including on databases, in hard copy files and on personal devices, including laptop computers. The security of personal information is of paramount importance to JTI and we take all reasonable steps to protect the personal information we hold about from misuse, loss, unauthorised access, modification or disclosure.
- JTI will not use the information without taking reasonable steps to ensure that, having regard to the purpose for which the information is proposed to be used, the information is accurate, up to date and complete. The VET Provider will not use the information except for a purpose to which the information is relevant.
- Personal information we hold that is no longer needed, or required to be retained by any other laws, is destroyed in secure manner, deleted or de-identified as appropriate.
- JTI's website may contain links to other websites. JTI does not share personal information with those websites and we are not responsible for their privacy practices.
- JTI Institute will ensure:
 - that the record is protected, by such security safeguards as it is reasonable in the circumstances to take, against loss, against unauthorised access, use, modification or disclosure, and against other misuse;
 - restricting access to information on our databases on a need to know basis with different levels of security being allocated to staff members based on their roles and responsibilities.
 - ensuring all staff members are aware that they are not to reveal or share personal passwords.
 - ensuring where sensitive information is stored in hard copy files that these files are stored in lockable filing cabinets in lockable rooms. Access to these records is restricted to employees on a need-to-know basis.
 - implementing physical security measures at our premises to prevent break-ins.
 - implementing ICT security systems, policies and procedures designed to protect personal information storage on our computer networks.
 - implementing human resources policies and procedures, such as email and internet usage, confidentiality and document security policies, designed to ensure that employees follow correct protocols when handling personal information.

Openness

JTI will maintain, and review, clearly expressed policies on its management of personal information and make these readily available.

JTI will take reasonable steps, on request, to advise an individual of the sort of personal information JTI holds, its purpose, and how JTI collects, uses, stores and discloses that information.

Accessing and Correcting Personal Information

An individual has a right to ask JTI what sort of personal information JTI has about the individual and how JTI collects, stores and uses it.

JTI will provide the individual with access to personal information on request except where it:

- May have an unreasonable impact upon the privacy of others
- Relates to existing or anticipated legal proceedings with the individual who is the subject of the information and would not be accessible through discovery
- May reveal JTI's intentions and prejudice negotiations with the individual
- May prejudice investigation of any possible unlawful activity

JTI will, prior to providing access, require the individual to provide evidence of identity (Photo ID).

Where JTI has declined to provide information on the above grounds and the individual is not satisfied, the individual can use our Complaints Handling Procedure, which is activated by the individual contacting JTI Management. If the individual is unsatisfied with JTI's response, the individual is entitled to contact the Office of the Privacy Commissioner.

Where records are to be mailed, they should only be mailed to the address that is held on file for that individual, unless alternate change of address information is provided along with proof of identity – such as a driver's license or utility bill.

No fee will be charged for an access request. The individual may be charged for reasonable expenses incurred in providing any information (such as search and photocopying costs).

JTI will take all reasonable steps to ensure that the information is correct, accurate and current.

JTI will correct personal information held if JTI discovers, or the individual is able to show JTI, that it is incorrect. If JTI is asked to correct it and it does not agree that it is wrong, JTI will explain its refusal to correct. In these circumstances, JTI will keep a statement with a record of the information regarded as inaccurate or out-of-date.

Identifiers

JTI will not use identifiers assigned by the Government, such as a tax file number, Medicare number or pension card number, for its own file recording purposes.

Anonymity

If JTI can (and if an individual wants to) it will deal with the individual anonymously.

Where it is lawful and practicable, JTI will allow the individual to enter into transactions with it on an anonymous basis.

International Transfer of Personal Information

JTI will not transfer personal information to individuals in a foreign country, unless the individual has consented to the transfer.

Sensitive information

'Sensitive information' includes information relating to an individual's racial or ethnic origin, political opinions, religion, trade union or other professional or trade association membership, sexual references, criminal record, and also includes health information about an individual.

Sensitive information will be used and disclosed only for the purpose for which it was provided or a directly related secondary purpose, unless agreed otherwise, or where certain other limited circumstances apply (e.g. where required by law).

JTI will not disclose personal information to others for the purpose of allowing them to direct market their products and services.

JTI will only collect sensitive information with an individual's consent unless the collection is required by law or to establish, exercise or defend a legal or equitable claim, or it is necessary to prevent or lessen a serious or imminent threat to the life or health of the individual who is the subject of the information.