

Student Handbook

2020

Welcome to Foundry Academy!

Our Student Handbook provides an overview of the key information, policies and procedures on the operations of the college.

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Governance & Quality

VET Quality Framework

Foundry Academy is involved in the process of delivering nationally recognised training courses. Foundry Academy is registered as an RTO, under the *National Vocational Education and Training Regulator Act 2011 (Cth)* to undertake these services, having met and maintaining compliance with the *VET Quality Framework* standards and requirements.

Foundry Academy is audited by ASQA to these requirements on an ongoing basis. As the Commonwealth Government established regulator, ASQA has the authority to manage, audit and deregister RTOs.

Australian Qualifications Framework

The *Australian Qualifications Framework (AQF)* is the national policy for qualifications in the Australian education and training system. Foundry Academy complies with the AQF as a condition of its registration.

The AQF recognises Foundry Academy's RTOs as 'authorised issuing organisations', able to issue AQF qualifications and statements of attainment to students that have satisfied the relevant competency requirements.

Unique Student Identifier

Foundry Academy ensures that it handles individual's personal information in accordance with the requirements of the *Privacy Act 1988 (Cth)* and the *Student Identifiers Act 2014 (Cth)*. Please refer to the *Privacy* section of this manual for further information.

Foundry Academy applies has published on its website information for clients on how to obtain a student Identifier.

Where Foundry Academy applies for a USI on behalf of an individual it ensures it has the authorisation of that individual. Foundry Academy provides the required *USI Privacy Notice* to all individuals, on whose behalf it is applying for a USI.

Foundry Academy ensures the security of USIs and all related documentation under its control, including information stored in its student management system. Where Foundry Academy has contracts with third parties under which it discloses information collected for the purposes of the *Student Identifiers Act 2014 (Cth)*, Foundry Academy ensures that any personal information is treated in accordance with the *Privacy Act 1988 (Cth)* and the *Student Identifiers Act 2014 (Cth)*.

Foundry Academy securely destroys personal information which it collects from individuals solely for the purpose of applying for a USI on their behalf as soon as practicable after it have made the application or the information is no longer needed for that purpose, except in cases where Foundry Academy is required by or under any law to retain it.

Foundry Academy applies for or verifies students' USI's at the time of enrolment.

Foundry Academy only issues a qualification or statement of attainment to a student after the student has provided their verified USI or Foundry Academy has applied for a USI on their behalf.

Quality Indicators

The national Quality Indicators have been designed to help RTOs conduct evidence-based and outcomes-focused continuous quality improvement, and assist ASQA and other government authorities to assess the risk of a RTOs' operations.

Under the VET Quality Framework, Foundry Academy is required to collect and use data on the Quality Indicators.

Work Health & Safety

Foundry Academy places a high priority on the health and safety of its personnel and clients. The well-being of individuals can directly affect their job satisfaction, motivation and overall morale in the work environment.

All personnel of Foundry Academy have specific responsibilities for ensuring the health and safety of personnel and students within the workplace at all times. These responsibilities are based on relevant state jurisdiction legislation and reinforced in this document. The specific implementation of health and safety responsibilities of personnel is dependent on their role within Foundry Academy and is included in their *Position Descriptions* accordingly.

Foundry Academy is committed to providing a safe and healthy work environment for all individuals. Foundry Academy makes every reasonable effort to prevent accidents, protect individuals from injury and promote the health, safety and welfare of all individuals.

Responsibilities

All individuals:

- Have a responsibility to comply with all occupational health and safety procedures;
- Must take reasonable care of themselves and others on the premises;
- Must not interfere with or misuse items or facilities provided in the interest of health and safety; and
- Must report any incidents, actual or potential hazards and "near misses" to their relevant Foundry Academy contact.

All personnel have the responsibility to:

- Adhere to safe work practices, instructions and rules;
- Immediately report any unsafe work condition or equipment to management;
- Not misuse, damage, refuse to use, or interfere with anything provided in the interest of health and safety;
- Perform all work duties in a manner which ensures individual health and safety and that of all other employees;
- Encourage fellow personnel to create and maintain a safe and healthy work environment;
- Co-operate with all other personnel to enable the health and safety responsibilities of all individuals be achieved.

All personnel employed by Foundry Academy have a primary responsibility to ensure that the work they undertake or supervise is carried out in a safe manner. Foundry Academy personnel are required to:

- Take reasonable care of themselves and others that may be affected by their acts or omissions;
- Contribute to and be involved in the Foundry Academy 's ongoing management of health and safety;
- Comply with all workplace policies and procedures implemented in relation to health and safety; and
- Report all situations that may adversely impact on health and safety.

General Health & Safety Matters

Foundry Academy operates and provides a workplace that is compliant with health and safety laws, codes of practice, and standards which impact upon its operations.

Foundry Academy makes every effort to identify, assess, and control hazards within all areas that are accessed by personnel or students. These objectives are achieved through the:

- Provision of a safe and healthy work environment and systems of work;
- Maintenance of equipment, facilities and equipment under the control of the Foundry Academy. All equipment must be checked prior to usage to ensure safe usage;
- Provision of training for personnel to enable them to perform their tasks safely;
- Ongoing inspection and review of the work place, work practices, and procedures; and
- Appropriate response in the event of an incident to ensure an investigation is conducted to prevent a recurrence.

Critical Incident Policy

Foundry Academy recognises that in most cases international students do not have close family available to care and provide support to them in Australia. It is imperative that responses occur in a practised and timely way with any critical incident involving an international student, that timely and

regular information is relayed to families abroad, that ongoing support is provided to a student in need, and comprehensive records are maintained.

Critical incident is defined as a traumatic event, or the threat of such (within or outside Australia), which causes extreme stress, fear or injury.

Critical incidents are not limited to, but could include:

- Missing students;
- Severe verbal or psychological aggression;
- Death, serious injury or any threat of these;
- Natural disaster; and
- Issues such as domestic violence, sexual assault, drug or alcohol abuse.

Risk Mitigation

Foundry Academy ensures that critical incidents are minimised through:

- Dissemination of this policy and critical incident procedures to all students and personnel;
- Providing regular training and/or information to staff and students to ensure they are aware of safety, prevention of risk and able to respond promptly to any perceived threats to safety; and
- Regular emergency management training and information including critical incident responses.

Critical Incident Response Process

Students and personnel are required to notify any critical incident involving an international student immediately to the student Support team.

The Student Support team will consider the details and severity of the incident and determine what action needs to be taken.

If the incident is not severe and can be resolved with resources available, the Student Support team will initiate the action to ensure the appropriate level of support is provided.

If the incident is severe and warrants a level of support/assistance from external resources the Student Support team will initiate action to arrange that support. Personal details may be provided to the relevant emergency service/s if the student involved is incapacitated and unable to provide these particulars themselves.

External resources accessible include:

Police, Fire, Ambulance Phone: 000	Lifeline Phone: 13 11 14
1800Respect Phone: 1800 737 732	

The incident must be reported as soon as possible after the initial support has been provided, using the *Foundry Academy Internal Incident / Accident Report form*. All forms are reviewed by the Chief Executive Officer to ensure appropriate and preventative actions occur as required.

Designated Personnel

The Foundry Academy Student Support team are designated officers for student information and student welfare support services. The Student Support team is contactable via:

Foundry Academy
Chief Executive Officer
Mr Chris Billing
hello@myfoundry.com.au

0499 927 598

Child Safety

Our Commitment to Child Safety

Foundry Academy is committed to child safety.

All students under eighteen (18) years of age who are supported by Foundry Academy have a right to feel and be safe. We want children to be safe, happy and empowered. We support and respect all children. We are committed to the safety, participation and empowerment of all children.

We promote diversity and tolerance, and people from all walks of life and cultural backgrounds are welcome. In particular we:

- Promote the cultural safety, participation and empowerment of Aboriginal children;
- Promote the cultural safety, participation and empowerment of children from culturally and/or linguistically diverse backgrounds; and
- Ensure that children with a disability are safe and can participate equally.

We have zero tolerance of child abuse, and all allegations and safety concerns will be treated very seriously and consistently with our robust policies and procedures. We have legal and moral obligations to contact authorities when we are worried about a child's safety, which we follow rigorously.

Foundry Academy is committed to preventing child abuse and identifying risks early, and removing and reducing these risks. We have robust human resources and recruitment practices for all personnel and committed to regularly training and education our personnel on child abuse risks.

Foundry Academy is committed to establishing and maintaining child safe environments and has designed services with a particular focus on the *Child Safe Standards* (VIC).

As a child safe organisation, Foundry Academy:

- Has a visible culture of child safety that is part of everyday practice;
- Has strong leadership driving a culture of child safety;
- Has the safety of children as its prime consideration;
- Has well-articulated policies and procedures to implement its child safe approach;
- Actively encourages participation, empowerment and serves to protect children;
- Has actively considered risks of abuse within the organisation;
- Engages with children to create a child safe environment and empowers children to speak up if something is wrong; and
- Has inclusive approaches for children with a disability, Aboriginal children and children from culturally and/or linguistically diverse backgrounds.

Child Abuse

Reporting child abuse is a community-wide responsibility. Child abuse includes any act committed against a child involving:

- Physical violence;
- Sexual offences;
- Serious emotional or psychological abuse; and
- Serious neglect.

Call the police on 000 if you have immediate concerns for a child's safety.

All Foundry Academy personnel are required to report to police if they know or reasonably believe that a sexual offence has been committed by an adult against a child under the age of 16. *It is a criminal offence (failure to disclose) to fail to comply with this obligation across jurisdictions.*

What is a 'reasonable belief'?

A 'reasonable belief' is not the same as having proof. A 'reasonable belief' is formed if a reasonable person in the same position would have formed the belief on the same grounds. For example, a 'reasonable belief' might be formed when:

- A child states that they have been sexually abused;
- A child states that they know someone who has been sexually abused (sometimes the child may be talking about themselves);
- Someone who knows a child states that the child has been sexually abused;
- Observations of the child's behaviour or development leads to a belief that the child has been sexually abused; or
- Signs of sexual abuse lead to a belief that the child has been sexually abused.

A reasonable belief is a deliberately low threshold. This enables authorities to investigate and take action.

If a person 16 years or older provided you with the information and they do not have an intellectual disability and they do not want the information reported to the police, an individual is then not required to report to police.

Foundry Academy will not tolerate incidents of child abuse. All personnel understand their obligation to notify relevant authorities as soon as practicable if they have a reasonable suspicion that a minor has been, or is being, abused or neglected by a member of their family or any other individual:

- Australian Capital Territory Child Protection Line – 1300 556 728
- New South Wales Child Protection Line - 13 21 11
- Northern Territory Child Protection Line – 1800 700 250
- Queensland Child Safety Line - 1800 177 135
- South Australia Child Abuse Report Line - 13 14 78
- Tasmania Child Protection Line – 1300 737 639
- Victoria Child Protection Crisis Line – 13 12 78
- Western Australia Child Protection Line – 13 14 44

Child Safety Officer

Foundry Academy has appointed a child safety officer for its RTO operations, being the designated person to hear or be informed about all allegations or concerns, and providing support to other personnel.

Child Safety Officer - Foundry Academy

Chief Executive Officer

Mr Chris Billing

hello@myfoundry.com.au

0499 927 598

Our designated child safety officer provides a single contact for children, parents and personnel to seek advice and support regarding the safety and wellbeing of children.

Privacy

Foundry Academy is committed to maintaining the privacy and confidentiality of its personnel and student records.

Foundry Academy complies with the *Privacy Act 1988 (Cth)* including the 13 Australian Privacy Principles (APPs) as outlined in the *Privacy Amendment (Enhancing Privacy Protection) Act 2012 (Cth)*. Providing an overall framework for our privacy practices, Foundry Academy has developed and implemented this APP Privacy Policy.

This policy is designed to maintain requirements with additional state jurisdictional requirements including:

- *Information Privacy Act 2014 (ACT)*;
- *Privacy and Personal Information Protection Act 1998 (NSW)*;
- *Information Act 2003 (NT)*;
- *Information Privacy Act 2009 (QLD)*;
- *Information Privacy Act 2000 (VIC)*; and
- *Personal Information Protection Act 2004 (TAS)*.

Foundry Academy manages personal information in an open and transparent way. This is evident in the implementation of practices, procedures and systems we outline in this policy, that ensure our compliance with the APPs and any binding registered APP code, and provide suitable procedures for Foundry Academy personnel to be able to deal with related inquiries and complaints that may be received from time to time.

Australian Privacy Principles

The following sections of this policy outline how we manage personal information.

Australian Privacy Principle 1 – Open and transparent management of personal information

Purposes for information collection, retention, use and disclosure

Foundry Academy retains a record of personal information about all individuals with whom we undertake any form of business activity. Foundry Academy must collect, hold, use and disclose information from our clients and stakeholders for a range of purposes, including but not limited to:

- Providing services to clients;
- Managing employee and contractor teams;
- Promoting products and services;
- Conducting internal business functions and activities; and
- Requirements of stakeholders.

As a government registered training organisation, regulated by the Australian Skills Quality Authority, Foundry Academy is required to collect, hold, use and disclose a wide range of personal and sensitive information on students in nationally recognised training programs. This information requirement is outlined in the *National Vocational Education and Training Regulator Act 2011* and associated legislative instruments. In particular, the legislative instruments:

- *Student Identifiers Act 2014 (Cth)*;
- *Standards for Registered Training Organisations 2015 (Cth)*; and
- *Data Provision Requirements 2012 (Cth)*.

It is noted that Foundry Academy is also bound by various State Government Acts requiring similar information collection, use and disclosure (particularly *Education Act(s)*, *Vocational Education & Training Act(s)* and *Traineeship & Apprenticeships Act(s)* relevant to state jurisdictions of Foundry Academy operations).

It is further noted that, aligned with these legislative requirements, Foundry Academy delivers services through a range of Commonwealth and State Government funding contract agreement arrangements, which also include various information collection and disclosure requirements.

Individuals are advised that due to these legal requirements, Foundry Academy discloses information held on individuals for valid purposes to a range of entities including:

- Governments (Commonwealth, State or Local);
- Australian Apprenticeships Centres;

- Employers (and their representatives), Job Network Providers, Schools, Guardians; and
- RTOs such as RTO Management Services for data management, credit agencies and background check providers.

Kinds of personal information collected and held

The following types of personal information are generally collected, depending on the need for services delivery:

- Contact details;
- Employment details;
- Educational background;
- Demographic Information;
- Course progress and achievement information; and
- Financial billing information.

The following types of sensitive information may also be collected and held:

- Identity details;
- Employee details & HR information;
- Complaint or issue information;
- Disability status & other individual needs;
- Indigenous status; and
- Background checks (such as National Criminal Checks or Working with Children checks).

Where Foundry Academy collects personal information of more vulnerable segment of the community (such as children), additional practices and procedures are also followed. Please refer to Foundry Academy's *Working with Children Policy and Procedures* for further information.

How personal information is collected

Foundry Academy's usual approach to collecting personal information is to collect any required information directly from the individuals concerned. This may include the use of forms (such as registration forms, enrolment forms or services delivery records) and the use of web based systems (such as online enquiry forms, web portals or internal operating systems).

Foundry Academy does receive solicited and unsolicited information from third party sources in undertaking services delivery activities. This may include information from such entities as:

- Governments (Commonwealth, State or Local);
- Australian Apprenticeships Centres;
- Employers (and their representatives), Job Network Providers, Schools, Guardians; and
- RTOs such as credit agencies and background check providers.

How personal information is held

Foundry Academy's usual approach to holding personal information includes robust storage and security measures at all times. Information on collection is:

- As soon as practical converted to electronic means;
- Stored in secure, password protected systems, such as financial system, learning management system and student management system; and
- Monitored for appropriate authorised use at all times.

Only authorised personnel are provided with login information to each system, with system access limited to only those relevant to their specific role. Foundry Academy ICT systems are hosted internally with robust internal security to physical server locations and server systems access. Virus protection, backup procedures and ongoing access monitoring procedures are in place.

Destruction of paper-based records occurs as soon as practicable in every matter, through the use of secure shredding and destruction services at all Foundry Academy sites. Individual information held across systems is linked through a Foundry Academy allocated identification number for each individual.

Retention and Destruction of Information

Foundry Academy maintains a *Retention and Disposal Schedule* documenting the periods for which personal information records are kept. Specifically, for our RTO records, in the event of our organisation

ceasing to operate the required personal information on record for individuals undertaking nationally recognised training with us would be transferred to the Australian Skills Quality Authority, as required by law.

Accessing and seeking correction of personal information

Foundry Academy confirms all individuals have a right to request access to their personal information held and to request its correction at any time. In order to request access to personal records, individuals are to make contact with:

Foundry Academy Privacy Officer

Mr Shaun Chown

info@haleycollege.vic.edu.au

03 9015 9803

A number of third parties, other than the individual, may request access to an individual's personal information. Such third parties may include employers, parents or guardians, schools, Australian Apprenticeships Centres, Governments (Commonwealth, State or Local) and various other stakeholders. In all cases where access is requested, Foundry Academy ensures that:

- Parties requesting access to personal information are robustly identified and vetted;
- Where legally possible, the individual to whom the information relates will be contacted to confirm consent (if consent not previously provided for the matter); and
- Only appropriately authorised parties, for valid purposes, will be provided access to the information.

Complaints about a breach of the APPs or a binding registered APP code

If an individual feels that Foundry Academy may have breached one of the APPs or a binding registered APP code, please refer to the *Privacy Complaints Procedure* below for further information on what actions may be taken.

Likely overseas disclosures

Foundry Academy confirms that individuals' personal information is not disclosed to overseas recipients, for any purpose.

Making our APP Privacy Policy available

Foundry Academy provides our APP Privacy Policy available free of charge, with all information being publicly available from the Privacy link on our website at www.haleycollege.vic.edu.au. This website information is designed to be accessible as per web publishing accessibility guidelines, to ensure access is available to individuals with special needs (such as individuals with a vision impairment). In addition, this APP Privacy Policy is:

- Prominently displayed at each Foundry Academy's premises;
- Included within our *Student Handbook*;
- Noted within the text or instructions at all information collection points (such as informing individuals during a telephone call of how the policy may be accessed, in cases where information collection is occurring); and
- Available for distribution free of charge on request, as soon as possible after the request is received, including in any particular format requested by the individual as is reasonably practical.

If, in the unlikely event the APP Privacy Policy is not able to be provided in a particular format requested by an individual, we will explain the circumstances around this issue with the requester and seek to ensure that another appropriate method is provided.

Review and Update of this APP Privacy Policy

Foundry Academy reviews this APP Privacy Policy:

- On an ongoing basis, as suggestions or issues are raised and addressed, or as government required changes are identified;
- Through our internal audit processes on at least an annual basis;

- As a part of any external audit of our operations that may be conducted by various government agencies as a part of our registration as an RTO or in normal business activities; and
- As a component of each and every complaint investigation process where the complaint is related to a privacy matter.

Where this policy is updated, changes to the policy are widely communicated to stakeholders through internal personnel communications, meetings, training and documentation, and externally through publishing of the policy on Foundry Academy's website and other relevant documentation (such as our *Student Handbook*) for clients.

Australian Privacy Principle 2 – Anonymity and pseudonymity

Foundry Academy provides individuals with the option of not identifying themselves, or of using a pseudonym, when dealing with us in relation to a particular matter, whenever practical. This includes providing options for anonymous dealings in cases of general course enquiries or other situations in which an individual's information is not required to complete a request.

Individuals may deal with us by using a name, term or descriptor that is different to the individual's actual name wherever possible. This includes using generic email addresses that does not contain an individual's actual name, or generic user names when individuals may access a public component of our website or enquiry forms.

Foundry Academy only stores and links pseudonyms to individual personal information in cases where this is required for services delivery (such as system login information) or once the individual's consent has been received.

Individuals are advised of their opportunity to deal anonymously or by pseudonym with us where these options are possible.

Requiring identification

Foundry Academy must require and confirm identification however in services delivery to individuals for nationally recognised course programs. We are authorised by Australian law to deal only with individuals who have appropriately identified themselves. That is, it is a *Condition of Registration* for all RTOs under the *National Vocational Education and Training Regulator Act 2011* that we identify individuals and their specific individual needs on commencement of services delivery, and collect and disclose Australian Vocational Education and Training Management of Information Statistical Standard (AVETMISS) data on all individuals enrolled in nationally recognised training programs. Other legal requirements, as noted earlier in this policy, also require considerable identification arrangements.

There are also other occasions also within our services delivery where an individual may not have the option of dealing anonymously or by pseudonym, as identification is practically required for us to effectively support an individual's request or need.

Australian Privacy Principle 3 – Collection of solicited personal information

Foundry Academy only collects personal information that is reasonably necessary for our business activities.

We only collect sensitive information in cases where the individual consents to the sensitive information being collected, except in cases where we are required to collect this information by law, such as outlined earlier in this policy.

All information we collect is collected only by lawful and fair means. We only collect solicited information directly from the individual concerned, unless it is unreasonable or impracticable for the personal information to only be collected in this manner.

Australian Privacy Principle 4 – Dealing with unsolicited personal information

Foundry Academy may from time to time receive unsolicited personal information. Where this occurs we promptly review the information to decide whether or not we could have collected the information for the purpose of our business activities. Where this is the case, we may hold, use and disclose the information appropriately as per the practices outlined in this policy.

Where we could not have collected this information (by law or for a valid business purpose) we immediately destroy or de-identify the information (unless it would be unlawful to do so).

Australian Privacy Principle 5 – Notification of the collection of personal information

Whenever Foundry Academy collects personal information about an individual, we take reasonable steps to notify the individual of the details of the information collection or otherwise ensure the individual is aware of those matters. This notification occurs at or before the time of collection, or as soon as practicable afterwards.

Our notifications to individuals on data collection include:

- Foundry Academy's identity and contact details, including the position title, telephone number and email address of a contact who handles enquiries and requests relating to privacy matters;
- The facts and circumstances of collection such as the date, time, place and method of collection, and whether the information was collected from a third party, including the name of that party;
- If the collection is required or authorised by law, including the name of the Australian law or other legal agreement requiring the collection;
- The purpose of collection, including any primary and secondary purposes;
- The consequences for the individual if all or some personal information is not collected;
- Other organisations or persons to which the information is usually disclosed, including naming those parties;
- Whether we are likely to disclose the personal information to overseas recipients, and if so, the names of the recipients and the countries in which such recipients are located.
- A link to this APP Privacy Policy on our website or explain how it may be accessed; and
- Advice that this APP Privacy Policy contains information about how the individual may access and seek correction of the personal information held by us; and how to complain about a breach of the APPs, or any registered APP code, and how we will deal with such a complaint.

Where possible, we ensure that the individual confirms their understanding of these details, such as through signed declarations, website form acceptance of details or in person through questioning.

Collection from third parties

Where Foundry Academy collects personal information from another organisation, we:

1. Confirm whether the other organisation has provided the relevant notice above to the individual; or
2. Whether the individual was otherwise aware of these details at the time of collection; and
3. If this has not occurred, we will undertake this notice to ensure the individual is fully informed of the information collection.

Australian Privacy Principle 6 – Use or disclosure of personal information

Foundry Academy only uses or discloses personal information it holds about an individual for the particular primary purposes for which the information was collected, or secondary purposes in cases where:

- An individual consented to a secondary use or disclosure;
- An individual would reasonably expect the secondary use or disclosure, and that is directly related to the primary purpose of collection; or
- Using or disclosing the information is required or authorised by law.

Requirement to make a written note of use or disclosure for this secondary purpose

If Foundry Academy uses or discloses personal information in accordance with an 'enforcement related activity' we will make a written note of the use or disclosure, including the following details:

- The date of the use or disclosure;
- Details of the personal information that was used or disclosed;
- The enforcement body conducting the enforcement related activity;
- If the organisation used the information, how the information was used by the organisation; and
- The basis for our reasonable belief that we were required to disclose the information.

Australian Privacy Principle 7 – Direct marketing

Foundry Academy does not use or disclose the personal information that it holds about an individual for the purpose of direct marketing, unless:

- The personal information has been collected directly from an individual, and the individual would reasonably expect their personal information to be used for the purpose of direct marketing; or

- The personal information has been collected from a third party, or from the individual directly, but the individual does not have a reasonable expectation that their personal information will be used for the purpose of direct marketing; and
- We provide a simple method for the individual to request not to receive direct marketing communications (also known as 'opting out').

On each of our direct marketing communications, Foundry Academy provides a prominent statement that the individual may request to opt out of future communications, and how to do so. An individual may also request us at any stage not to use or disclose their personal information for the purpose of direct marketing, or to facilitate direct marketing by other organisations. We comply with any request by an individual promptly and undertake any required actions for free.

We also, on request, notify an individual of our source of their personal information used or disclosed for the purpose of direct marketing unless it is unreasonable or impracticable to do so.

Australian Privacy Principle 8 – Cross-border disclosure of personal information

Before Foundry Academy discloses personal information about an individual to any overseas recipient, we take reasonable steps to ensure that the recipient does not breach any privacy matters in relation to that information.

Australian Privacy Principle 9 – Adoption, use or disclosure of government related identifiers

Foundry Academy does not adopt, use or disclose a government related identifier related to an individual except:

- In situations required by Australian law or other legal requirements;
- Where reasonably necessary to verify the identity of the individual;
- Where reasonably necessary to fulfil obligations to an agency or a State or Territory authority; or
- As prescribed by regulations.

Australian Privacy Principle 10 – Quality of personal information

Foundry Academy takes reasonable steps to ensure that the personal information it collects is accurate, up-to-date and complete. We also take reasonable steps to ensure that the personal information we use or disclose is, having regard to the purpose of the use or disclosure, accurate, up-to-date, complete and relevant. This is particularly important:

- When we initially collect the personal information; and
- When we use or disclose personal information.

We take steps to ensure personal information is factually correct. In cases of an opinion, we ensure information takes into account competing facts and views and makes an informed assessment, providing it is clear this is an opinion. Information is confirmed up-to-date at the point in time to which the personal information relates.

Quality measures in place supporting these requirements include:

- Internal practices, procedures and systems to audit, monitor, identify and correct poor quality personal information (including training personnel in these practices, procedures and systems);
- Protocols that ensure personal information is collected and recorded in a consistent format, from a primary information source where possible;
- Ensuring updated or new personal information is promptly added to relevant existing records;
- Providing individuals with a simple means to review and update their information on an on-going basis through our online portal;
- Reminding individuals to update their personal information at critical services delivery points (such as completion) when we engage with the individual;
- Contacting individuals to verify the quality of personal information where appropriate when it is about to be used or disclosed, particularly if there has been a lengthy period since collection; and
- Checking that a third party, from whom personal information is collected, has implemented appropriate data quality practices, procedures and systems.

Australian Privacy Principle 11 – Security of personal information

Foundry Academy takes active measures to consider whether we are able to retain personal information we hold, and also to ensure the security of personal information we hold. This includes

reasonable steps to protect the information from misuse, interference and loss, as well as unauthorised access, modification or disclosure.

We destroy or de-identify personal information held once the information is no longer needed for any purpose for which the information may be legally used or disclosed.

Access to Foundry Academy offices and work areas is limited to our personnel only - visitors to our premises must be authorised by relevant personnel and are accompanied at all times. With regard to any information in a paper-based form, we maintain storage of records in an appropriately secure place to which only authorised individuals have access.

Regular personnel training and information bulletins are conducted with Foundry Academy personnel on privacy issues, and how the APPs apply to our practices, procedures and systems. Training is also included in our personnel induction practices.

We conduct ongoing internal audits (at least annually and as needed) of the adequacy and currency of security and access practices, procedures and systems implemented.

Australian Privacy Principle 12 – Access to personal information

Where Foundry Academy holds personal information about an individual, we provide that individual access to the information on their request. In processing requests, we:

- Ensure through confirmation of identity that the request is made by the individual concerned, or by another person who is authorised to make a request on their behalf;
- Respond to a request for access:
 - Within 14 calendar days, when notifying our refusal to give access, including providing reasons for refusal in writing, and the complaint mechanisms available to the individual; or
 - Within 30 calendar days, by giving access to the personal information that is requested in the manner in which it was requested.
- Provide information access free of charge.

Australian Privacy Principle 13 – Correction of personal information

Foundry Academy takes reasonable steps to correct personal information we hold, to ensure it is accurate, up-to-date, complete, relevant and not misleading, having regard to the purpose for which it is held.

Individual Requests

On an individual's request, we:

- Correct personal information held; and
- Notify any third parties of corrections made to personal information, if this information was previously provided to these parties.

In cases where we refuse to update personal information, we:

- Give a written notice to the individual, including the reasons for the refusal and the complaint mechanisms available to the individual;
- Upon request by the individual whose correction request has been refused, take reasonable steps to associate a statement with the personal information that the individual believes it to be inaccurate, out-of-date, incomplete, irrelevant or misleading;
- Respond within 14 calendar days to these requests; and
- Complete all actions free of charge.

Correcting at Foundry Academy's initiative

We take reasonable steps to correct personal information we hold in cases where we are satisfied that the personal information held is inaccurate, out-of-date, incomplete, irrelevant or misleading (that is, the information is faulty). This awareness may occur through collection of updated information, in notification from third parties or through other means.

Request for Records Access

Individuals or third parties may at any stage request access to records held by Foundry Academy relating to their personal information. The following procedure is followed on each individual request for access:

1. A request for access is provided by the requester, with suitable information provided to be able to:
 - a. Identify the individual concerned;
 - b. Confirm their identity; and
 - c. Identify the specific information that they are requesting access to.
2. This request may be in any form, or preferably using Foundry Academy's *Records Access or Update Request Form*.
3. Upon receiving a request for access, Foundry Academy then:
 - a. Confirms the identity of the individual or party requesting access;
 - b. Confirms that this individual or party is appropriately authorised to receive the information requested;
 - c. Searches the records that we possess or control to assess whether the requested *personal information* is contained in those records; and
 - d. Collates any personal information found ready for access to be provided.

Confirming identity

Foundry Academy personnel must be satisfied that a request for personal information is made by the individual concerned, or by another person who is authorised to make a request on their behalf. The minimum amount of personal information needed to establish an individual's identity is sought, which is generally an individual's name, date of birth, last known address and signature.

When meeting the requesting party in person, identification may be sighted.

If confirming details over a telephone conversation, questions regarding the individual's name, date of birth, last known address or service details must be confirmed before information is provided.

4. Once identity and access authorisation is confirmed, and personal information is collated, access is provided to the requester within 30 calendar days of receipt of the original request. We will provide access to personal information in the specific manner or format requested by the individual, wherever it is reasonable and practicable to do so, free of charge.

Where the requested format is not practical, we consult with the requester to ensure a format is provided that meets the requester's needs.
5. If the identity or authorisation access cannot be confirmed, or there is another valid reason why Foundry Academy is unable to provide the personal information, refusal to provide access to records will be provided to the requester, in writing. Our notification will include reason(s) for the refusal, and the complaint mechanisms available to the individual. Such notifications are provided to the requester within 30 calendar days of receipt of the original request.

Request for Records Update

Individuals or third parties may at any stage request that their records held by Foundry Academy relating to their personal information be updated. The following procedure is followed on each individual request for records updates:

1. A request for records update is provided by the requester, with suitable information provided to be able to:
 - a. Identify the individual concerned;
 - b. Confirm their identity; and
 - c. Identify the specific information that they are requesting be updated on their records.

This request may be in any form, or preferably using Foundry Academy's *Records Access or Update Request Form*.

2. Upon receiving a request for records update, Foundry Academy then:

- a. Confirms the identity of the individual or party to whom the record relates;
- b. Searches the records that we possess or control to assess whether the requested *personal information* is contained in those records; and
- c. Assesses the information already on record, and the requested update, to determine whether the requested update should proceed.

Assessing Update

Foundry Academy personnel assess the relevant personal information we hold, and the requested updated information, to determine which version of the information is considered accurate, up-to-date, complete, relevant and not misleading, having regard to the purpose for which it is held.

This may include checking information against other records held by us, or within government databases, in order to complete an assessment of the correct version of the information to be used.

3. Once identity and information assessment is confirmed, personal information is:
 - a. Updated, free of charge, within 14 calendar days of receipt of the original request; and
 - b. Notified to any third parties of corrections made to personal information, if this information was previously provided to these parties.
4. If the identity of the individual cannot be confirmed, or there is another valid reason why Foundry Academy is unable to update the personal information, refusal to update records will be provided to the requester in writing, free of charge, within 14 calendar days. Our notification will include the reasons for the refusal and the complaint mechanisms available to the individual.
5. Upon request by the individual whose correction request has been refused, we will also take reasonable steps to associate a 'statement' with the personal information that the individual believes it to be inaccurate, out-of-date, incomplete, irrelevant or misleading. This statement will be applied, free of charge, to all personal information relevant across Foundry Academy systems within 30 calendar days of receipt of the statement request.

Privacy Complaints

If an individual feels that Foundry Academy has breached its obligations in the handling, use or disclosure of their personal information, they may raise a complaint. We encourage individuals to discuss the situation with their Foundry Academy representative in the first instance, before making a complaint.

The complaints handling process is as follows:

1. The individual should make the complaint including as much detail about the issue as possible, in writing to Foundry Academy:

Foundry Academy
Chief Executive Officer
Mr Chris Billing
hello@myfoundry.com.au
0499 927 598

2. Foundry Academy will investigate the circumstances included in the complaint and respond to the individual as soon as possible (and within 30 calendar days) regarding its findings and actions following this investigation.
3. After considering this response, if the individual is still not satisfied they may escalate their complaint directly to the Information Commissioner for investigation:

Office of the Australian Information Commissioner

www.oaic.gov.au

Phone: 1300 363 992

When investigating a complaint, the OAIC will initially attempt to conciliate the complaint, before considering the exercise of other complaint resolution powers.

4. Alternatively, if the complaint relates to a non-privacy matter, or should individuals choose to do so, a complaint may also be lodged with the ASQA complaints handling service for complaints against RTOs:

Australian Skills Quality Authority

www.asqa.gov.au

Phone: 1300 701 801

Access and Equity

Foundry Academy is committed to maintaining an inclusive and diverse workforce and student services.

Access and equity means policies and approaches aimed at ensuring that VET is responsive to the individual needs of Students whose age, gender, cultural or ethnic background, disability, sexuality, language skills, literacy or numeracy level, unemployment, imprisonment or remote location may present a barrier to access, participation and the achievement of suitable outcomes.

Access and Equity principles include:

- Equity for all people through the fair and appropriate allocation of resources;
- Equality of opportunity for all people without discrimination;
- Access for all people to appropriate quality training and assessment services; and
- Increased opportunity for people to participate in training.

Disadvantaged groups include the following groups who traditionally have been under-represented in Vocational Education and Training:

- People with a disability;
- Aboriginals and Torres Strait Islanders;
- Women;
- People from non-English speaking backgrounds;
- People in rural and remote areas; and
- Long term unemployed.

Inclusive Learning

Inclusive learning is about a fair go for everyone. Everyone has a right to learn, everyone can learn, but many people do not get fair access to learning opportunities.

Everyone learns differently

Everyone can learn. Good trainers partner with Students to empower them to achieve to their potential. Foundry Academy trainers ensure Students feel connected, supported and valued as individuals and as part of a community of Students.

Being inclusive is everyone's responsibility

Foundry Academy trainers use a variety of training methods, encourage respectful interaction, seek feedback from Students, collaborate with specialists when they need extra help and continually update their skills.

Students bring existing knowledge and skills

Foundry Academy trainers ensure teaching and learning activities have contextual application and relevance. Learning is productive, meaningful and engaging, and builds on the Student's existing capabilities.

Five core skills underpin all learning

The skills of oral communication, reading, writing, numeracy and learning need special attention. Foundry Academy trainers actively recognise the need for Students to continually update and build core skills for new contexts and are supported to identify and action Student skills gaps. Key Inclusive Learning Actions

Area	Actions
Understand differences in the Student cohort	Foundry Academy ensures it understands the vocational aspirations and support needs of Students prior to enrolment to ensure they are enrolled in the right level course and have the right mix of supports available to help them succeed. This includes the use of pre-enrolment reviews and guidance to Students. All Foundry Academy trainers have access to information on Student diversity.
Access skills and expertise in addressing difference	Introductory inclusive learning skills in embedded in Foundry Academy RTO personnel induction programs and ongoing professional development on inclusive learning is supported.
Listen to the Student	Foundry Academy ensures it is collecting the perspectives of Students, considering Student views in the way courses are organised and support is provided.
Help Students choose an appropriate learning pathway	Foundry Academy provides Students with flexible options, advice and guidance on the best pathway towards their vocational outcome, and allows a diverse range of Students to access the training. All Students are provided with information and guidance on course requirements and outcomes prior to enrolment.
Develop the core skills of Students	All Foundry Academy trainers have the basic knowledge they need to identify and respond to language, literacy and numeracy needs. All trainers are encouraged and supported to complete the TAELLN411 Address adult language, literacy and numeracy skills unit of competency.

Support for Students with Additional Needs

Foundry Academy is committed to complying with Commonwealth and State legislation and policies regarding access, equity and cultural diversity. This legislation includes the *Disability Discrimination Act 1992 (Cth)* and the *Anti-Discrimination Act 1998 (Cth)*.

Foundry Academy also maintains compliance with the *Disability Standards for Education 2005 (Cth)* including processes relating to:

- Enrolment;
- Participation;
- Curriculum development, accreditation and delivery;
- Student support services; and
- Elimination of harassment and victimisation.

Foundry Academy strives to maximise opportunities for access, participation and outcomes for all Students within the vocational education, training and employment system.

Foundry Academy undertakes to identify and, where possible, remove barriers that prevent individuals from accessing and participating in our services. Foundry Academy is committed to treating all prospective and actual students on the same basis.

On the same basis

A person with a disability is able to seek admission to, or apply for enrolment in, an institution on the same basis as a prospective student without a disability if the person has opportunities and choices in admission or enrolment that are comparable with those offered to other prospective student without disabilities.

Foundry Academy ensures it treats prospective students with a disability on the same basis as prospective Students without a disability as it makes any decisions about admission or enrolment on the basis that reasonable adjustments will be provided.

An adjustment is a measure or action (or a group of measures or actions) taken by Foundry Academy that has the effect of assisting a student with a disability:

- In relation to an admission or enrolment — to apply for the admission or enrolment;
- In relation to a course or program — to participate in the course or program; and
- In relation to facilities or services — to use the facilities or services;
- On the same basis as a Student without a disability, and includes an aid, a facility, or a service that the Student requires because of his or her disability.

Reasonable adjustments

An adjustment is reasonable in relation to a student with a disability if it balances the interests of all parties affected. In assessing whether a particular adjustment for a student is reasonable, Foundry Academy has regard to all the relevant circumstances and interests, including the following:

- The student’s disability;
- The views of the student or the student’s associate;
- The effect of the adjustment on the student, including the effect on the student’s:
 - o Ability to achieve learning outcomes; and
 - o Ability to participate in courses or programs; and
 - o Independence;
- The effect of the proposed adjustment on anyone else affected, including Foundry Academy, personnel and other students; and
- The costs and benefits of making the adjustment.

Student Rights and Foundry Academy Responsibilities

Students’ Rights	Foundry Academy Responsibilities
Enrolment	
<ul style="list-style-type: none"> • Right to seek admission and enrol on the same basis as prospective Students without disability including the right to reasonable adjustments. 	<ul style="list-style-type: none"> • Take reasonable steps to ensure that the enrolment process is accessible. • Consider Students with disability in the same way as Students without disability when deciding to offer a place. • Consult with the prospective Students or their associates about the effect of the disability on their ability to seek enrolment; and any reasonable adjustments necessary.
Participation	
<ul style="list-style-type: none"> • Right to access courses and programs; use services and facilities; and have reasonable adjustments, to ensure Students with disability are able to participate in education and training on the same basis as Students without disability. 	<ul style="list-style-type: none"> • Take reasonable steps to ensure participation. • Consult with the Student or their associate about the effect of the disability on their ability to participate. • Make a reasonable adjustment if necessary.

	<ul style="list-style-type: none">• Repeating this process over time as necessary.
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Students' Rights	Foundry Academy Responsibilities
Curriculum Development, Accreditation and Delivery	
<ul style="list-style-type: none"> Right to participate in courses and relevant supplementary programs that are designed to develop their skills, knowledge and understanding, on the same basis as Students without disability and to have reasonable adjustments to ensure they are able to participate in education and training. 	<ul style="list-style-type: none"> Enable Students with disability to participate in learning experiences (including assessment and certification). Consult with the Student or their associate. Take into consideration whether the disability affects the Student's ability to participate in the learning experiences.
Student Support Services	
<ul style="list-style-type: none"> Right to access Student support services provided by education institutions, on the same basis as Students without disability. Students with disability have the right to specialised services needed to participate in the educational activities they are enrolled in. 	<ul style="list-style-type: none"> Ensure that Students with disability are able to use general support services. Ensure that Students have access to specialised support services. Facilitate the provision of specialised support services.
Harassment & Victimisation	
<ul style="list-style-type: none"> Right to education and training in an environment that is free from discrimination caused by harassment and victimisation on the basis of their disability. 	<ul style="list-style-type: none"> Implement strategies to prevent harassment or victimisation. Take reasonable steps to ensure that personnel and Students are informed about their obligation not to harass or victimise Students with disability. Take appropriate action if harassment or victimisation occurs. Ensure complaint mechanisms are available to Students.

Process for Considering Adjustments

Foundry Academy provides equitable access to all required educational and support services, so that no Student is disadvantaged regardless of their mode of study or location. Where there may be limitations regarding access to these resources, Foundry Academy provides clear advice in pre-enrolment information so all clients can make an informed choice about which RTO and course of study best meets their needs.

Foundry Academy embraces the responsibility of ensuring that all personnel acquire the knowledge and skills to relate to Students without direct or indirect discrimination. All personnel are aware of and know how to use available Foundry Academy or external resources or be able to confidently refer Students to appropriate tutoring and community support services.

All personnel continue to expand their knowledge or access and equity issues through induction processes when joining Foundry Academy, and in structured professional development on a regular basis (at least annually) in access and equity issues and resources.

Foundry Academy personnel have access to a range of access and equity materials designed to assist Students in undertaking and completing courses and qualifications.

In assessing whether an adjustment to the course of the course or program in which the Student is enrolled, or proposes to be enrolled, is reasonable, Foundry Academy is entitled to maintain the academic requirements of the course or program, and other requirements or components that are inherent in or essential to its nature.

Consulting the Student

Before Foundry Academy makes an adjustment for the Student, the Student or their associate is consulted about:

- Whether the adjustment is reasonable; and
- The extent to which the adjustment would achieve the aims in relation to the Student; and
- Whether there is any other reasonable adjustment that would be less disruptive and intrusive and no less beneficial for the Student.

Deciding on an adjustment to be made

In deciding whether to make a particular reasonable adjustment for a Student, Foundry Academy:

- Assesses whether there is any other reasonable adjustment that would be less disruptive and intrusive and no less beneficial for the Student; and
- Assesses whether the adjustment may need to be changed over the period of a Student's education or training.

A detailed assessment, which might include an independent expert assessment, may be required in order to determine what adjustments are necessary for a Student. The type and extent of the adjustments may vary depending on the individual requirements of the Student and other relevant circumstances. Multiple adjustments may be required and may include multiple activities.

Assessing reasonable adjustments

In assessing whether a particular adjustment is reasonable for the student with a disability, Foundry Academy takes into account:

- The nature of the student's disability;
- The information provided by, or on behalf of, the student about how the disability affects the Student's ability to participate;
- Views of the student, or an associate of the student, about whether a proposed adjustment is reasonable and will enable the student with a disability to access and participate in education and training opportunities on the same basis as Students without disabilities;
- Information provided by, or on behalf of, the student about his or her preferred adjustments;
- The effect of the proposed adjustment on the student, including the student's ability to participate in courses or programmes and achieve learning outcomes;
- The effect of the proposed adjustment on anyone else affected, including Foundry Academy operations, personnel and other students; and
- The costs and benefits of making the adjustment.

In making a reasonable adjustment, Foundry Academy ensures that the integrity of the course or program and assessment requirements and processes are maintained.

Foundry Academy acts upon information about an adjustment in a timely way that optimises the student's participation in education or training.

In meeting its obligations to provide reasonable adjustments, Foundry Academy may provide an alternative adjustment to the Student's preferred form of adjustment, if the alternative is effective in achieving the desired purpose.

Unjustifiable Hardship

Once a reasonable adjustment has been determined, Foundry Academy adjustment may consider if the adjustment would impose unjustifiable hardship on its operations.

In determining what constitutes unjustifiable hardship, all relevant circumstances of the particular case are taken into account including:

- The nature of the benefit or detriment likely to accrue or be suffered by any persons concerned; and
- The effect of the disability of a person concerned; and
- The financial circumstances and the estimated amount of expenditure required to be made by the person claiming unjustifiable hardship.

In determining whether unjustifiable hardship applies, Foundry Academy:

- Takes into account information about the nature of the student's disability, his or her preferred adjustment, any adjustments that have been provided previously and any recommended or alternative adjustments. This information may be provided by the student, an associate of the student or independent experts (or a combination of those persons);
- Ensures that timely information is available to the student, or an associate of the student about the processes for determining whether the proposed adjustment would cause unjustifiable hardship; and
- Ensures that these processes maintain the dignity, respect, privacy and confidentiality of the student and the associates of the student, consistent with the rights of the rest of the community.

Where a claim of unjustifiable hardship is made, Foundry Academy has taken into account all the financial and other resources that are reasonably available for the purpose of making any necessary adjustments for the student, and the impact of those adjustments on its capacity to provide education of high quality to all students while remaining financially viable.

Foundry Academy considers all costs and benefits both direct and indirect that are likely to result, the student and any associates of the Student, and any other persons in the learning or wider community, including:

- Costs associated with additional personnel, the provision of special resources or modification of the curriculum;
- Costs resulting from the student's participation in the learning environment, including any adverse impact on learning and social outcomes for the student, other students and teachers; and
- Benefits deriving from the student's participation in the learning environment, including positive learning and social outcomes for the student, other students and teachers, and any financial incentives, such as subsidies or grants, available to Foundry Academy as a result of the student's participation.

Where Foundry Academy decides to rely on unjustifiable hardship, it ensures that a notice stating the decision and the reasons for the decision is given to the student, or an associate of the student, as soon as practicable after the decision is made.

Implementing Reasonable Adjustments

Foundry Academy takes reasonable steps to ensure that any adjustment required to be made is made within a reasonable time. Whether the time is reasonable depends, in particular, on whether and when the student, or his or her associate, has provided:

- In a timely way, any relevant information in the possession of the Student or associate about how the disability affects the Student in relation to education or training; and
- The Student's or the associate's opinion about the matters.

Support Services

The following support services are available and accessible for all students studying with Foundry Academy. Foundry Academy will provide students with contact details to refer any matters that require further follow up with relevant professionals.

Referral Service Available

Contact Details

<p>Lifeline Lifeline provides all Australians experiencing a personal crisis with access to online, phone and face-to-face crisis support and suicide prevention services. Find out how these services can help you, a friend or loved one.</p>	<p>Phone: 13 11 14</p>
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Referral Service Available	Contact Details
<p>Kids Helpline</p> <p>If you're between 5 and 25 and you're feeling depressed, worried, sad, angry or confused about things like your studies personal relationships, Kids Helpline offers free 24 hour, 7 day telephone counselling support (anonymous if you prefer).</p>	<p>Phone: 1800 551 800</p>
<p>Drug Info</p> <p>DrugInfo is a service provided by the Australian Drug Foundation that offers information about alcohol and other drugs and prevention of related harms</p>	<p>Phone: 1300 85 85 84</p> <p>www.druginfo.adf.org.au/contact-numbers/help-and-support</p>
<p>Reading and Writing Hotline</p> <p>For the price of a local call anywhere in Australia, the Hotline can provide you with advice and a referral to one of 1200 providers of courses in adult literacy and numeracy.</p>	<p>Phone: 1300 655 506</p> <p>www.readingwritinghotline.edu.au</p>
<p>Centrelink</p>	<p>Phone: 1800 057 111</p> <p>www.humanservices.gov.au/customer/dhs/centrelink</p>
<p>Australian Apprenticeship Support Network (AASN)</p> <p>Australian Apprenticeship Support Network providers handle all matters related to traineeships and apprenticeships. If you are a trainee or apprentice, some language, literacy and numeracy courses attract government subsidies. Talk to your AASN about this now.</p>	<p>Phone : 13 38 73</p> <p>australianapprenticeships.gov.au</p>

Discrimination

Discrimination can be direct, indirect or systemic.

Direct discrimination is any action which specifically excludes a person or group of Individuals from a benefit or opportunity, or significantly reduces their chances of obtaining it, because their status or personal characteristics, irrelevant to the situation (e.g., sex, ethnic origin) are applied as a barrier. Direct discrimination has as a focus assumed differences between Individuals.

Indirect discrimination is the outcome of rules, practices and decisions which treat Individuals equally and therefore appear to be neutral; but which, in fact, perpetuate an initially unequal situation and therefore significantly reduce a person's chances of obtaining or retaining a benefit or opportunity. Rules, practices and decisions are applied to all groups alike but it is the very assumption of a likeness that constitutes the discrimination.

Systemic discrimination is system of discrimination perpetuated by rules, practices and decisions which are realised in actions that are discriminatory and disadvantage a group of Individuals because of their status or characteristics and serve to advantage others of different status or characteristics. Direct and indirect discrimination contribute to systemic discrimination.

Bullying & Harassment

Bullying is repeated, unreasonable behaviour directed towards an individual or a group of individuals that creates a risk to health and safety and is unlawful. Repeated behaviour refers to the persistent nature of the behaviour and can involve a range of behaviours over time.

Unreasonable behaviour means behaviour that a reasonable person, having regard for the circumstances, would see as unreasonable, including behaviour that is victimising, humiliating, intimidating or threatening. Examples of bullying may include (but are not limited to):

- A manager or supervisor using a management style that is harsh, involves shouting, constant criticism or humiliation of an individual or group of individuals in private or in front of their peers;
- An individual being treated less favourably by another individual or group of individual, including, but not limited to, bullying or intimidation; forcing an individual to participate in an "initiation" process; the playing of practical jokes or forcing an individual to undertake demeaning tasks;
- Sniggering or gossiping behind someone's back;
- Laughing at someone which is intended to make them feel uncomfortable or distressed;
- A manager setting unreasonable timelines or constantly changing deadlines for an individual to meet, or setting tasks that are unreasonably below or beyond a person's skill level; and/or
- Continuously and deliberately excluding someone from workplace activities including ignoring or keeping individuals isolated from relevant communications about work issues.

Foundry Academy is committed to providing a workplace and client services which are free from bullying, harassment and unlawful discrimination. Foundry Academy aims to ensure all those participating in the workplace and services are treated with respect, dignity and fairness with an aim of creating an environment which promotes positive working relationships.

Foundry Academy ensures that all stakeholders understand what will be regarded as bullying, how complaints of bullying can be made and how claims will be treated. This applies to all personnel, agents and clients engaging in Foundry Academy's services.

Foundry Academy expectations are not limited to the workplace or working hours, and will include all work related events which includes, but is not limited to; lunches, client functions, meetings and conferences as well as social events.

Foundry Academy expectations relate to, but are not limited by the following types of communication:

- Verbal communication either over the telephone or in person in the workplace, and outside of it;
- Written communication including; letters, notes, minutes of meetings etc.;
- Internal and external electronic communication including:
 - Email;
 - Instant messaging services;
 - Internal intranet;
 - Faxes;
 - Social media and networking forums including; Facebook, LinkedIn, Twitter and other forms of social media; and
 - Communications via text message.

In line with Foundry Academy's commitment to creating a workplace which is free from workplace health and safety risks and one which strives to create positive working relationships, all individuals are expected to observe the following minimum standards of behaviour, including:

- Being polite and courteous to others;
- Being respectful of the differences between Individuals and their circumstances;
- Ensuring they do not engage in any bullying behaviour(s) towards others in, or connected with the workplace which includes all individuals;
- Ensuring they do not assist, or encourage others in the workplace, or in connection with the workplace to engage in bullying behaviour(s) of any type;
- Adhering to the complaint procedure if they experience any bullying behaviour(s) personally;
- Reporting any bullying behaviour(s) they see happening to others in the workplace, or connected with the workplace in line with the complaint procedure; and
- Keeping information confidential if involved in any investigation of bullying.

Fair and reasonable management action taken in order to counsel an individual for instances of underperformance, investigating complaints made against personnel, discipline for misconduct and other work directions in line with business needs does not amount to bullying.

All individuals are expected to adhere to the standards of behaviour contained herein at all times. Any individual who is found to have breached these expectations will be disciplined accordingly, which may

lead up to, and include termination of employment. If a contractor of Foundry Academy is found to have breached these expectations, their contract stands to be terminated, or may not be renewed in the future.

Equity & Bullying Complaints

Any individual who believes that they have been subject to actions or words that may constitute discrimination or bullying should act upon such bullying as soon as possible by following the procedure set out below. Individuals who believe they have witnessed discriminatory or bullying behaviour by another individual in the workplace are also able to make complaints.

In the first instance, the aggrieved individual should, wherever practicable and if they feel comfortable doing so, attempt to amicably resolve the matter with the individual(s) who are alleged to have engaged in bullying. When confronting the issue, the individual should clearly state the offensive behaviour experienced, explain that the behaviour is unwelcome and offensive and ask that the behaviour does not continue. The person may not be aware that their behaviour or conduct was causing offense or was unwelcome.

This is not a compulsory part of the complaint procedure, and if an individual does not wish to confront the person directly, then this is not encouraged.

Where the alleged bullying involves the individual's direct manager and it is not practical for them to directly resolve the matter, they shall immediately notify the Chief Human Resources Officer who, with the individual's approval will endeavour to investigate and resolve the matter on an informal basis in accordance with the procedure set out below.

Informal Complaint Procedure

An informal complaint procedure includes a range of alternatives which can be applied in a flexible manner in order to address different complaints in consideration of the relevant circumstances. The informal complaint procedure is intended to be used for less serious allegations of bullying and instances which generally do not warrant disciplinary action being taken. An individual who is unsure of whether or not to make a formal or informal complaint may make an informal complaint first and decide if they want to escalate the complaint to a formal complaint.

Different options for handling informal complaints may include, but are not limited to:

- Foundry Academy relevant manager having a conversation with the alleged bully about the behaviour complained of; and
- Foundry Academy relevant manager having a meeting with the individuals concerned in an attempt to reach a resolution.

Formal Complaint Procedure

Where an individual wishes to lodge a formal complaint, they will be required to do so by communicating this in writing to the Chief Executive Officer.

A written complaint shall include the names of individuals concerned, details of the incident(s) and the names of any witnesses present.

Where a written complaint has been lodged, a formal investigation procedure will commence immediately. Formal investigations may be conducted by the Chief Executive Officer or an external person who is appointed by Foundry Academy e.g. an independent mediator.

Regardless of whether the investigation is carried out by a Foundry Academy personnel member, or by an independent body/person, the investigator will aim to follow the procedure set out below:

- Clarify details of what took place and ensure that all necessary information is obtained;
- Identify the outcome the complainant is seeking;
- Discuss with the complainant their legal rights, including lodging a formal complaint with the relevant state or federal tribunal;

- Discuss the complaint made with the person/s accused of bullying; and
- Making a determination as to whether the alleged behaviour occurred and if it constituted bullying.

If Foundry Academy feels it is appropriate in the interests of health and safety of individuals concerned, and / or the efficiency of the investigation process, individuals may be requested to refrain from attending work / course services for a period of time whilst the investigation is underway. Alternatively, individuals may be given different duties or work to perform while the investigation is being conducted. Employees who are requested to do either of these will be paid at their normal rate of pay during this period.

Where it becomes apparent that the complaint made relates to conduct which constitutes misconduct or otherwise warrants disciplinary action, the investigator is to refer to the *Discipline* section of this manual for further action and resolution.

Whilst the investigator will endeavour to preserve the confidentiality of the complainant and the person complained of, it may be necessary to speak with other workers or Individuals involved to determine what happened and to maintain the integrity of the investigation process.

Where potentially unlawful conduct has occurred, Foundry Academy will alert the appropriate authorities. Those Individuals who are involved in the complaint (including the complainant, witnesses etc.) are also under a duty to maintain confidentiality and display a commitment to uphold the integrity of the investigation process. If the complainant chooses to bring a support person with them to any meetings, they too are bound by confidentiality.

Gossiping and/or the spreading of rumours as a result of, or in connection with, a process followed under this policy will not be tolerated under any circumstances and may lead to further disciplinary action for those concerned.

Outcomes

The outcomes of a formal or informal complaint procedure will depend on the nature of the complaint, its severity and what is deemed appropriate in the relevant circumstances.

Where the results of an investigation procedure suggest that an individual is guilty of bullying, appropriate disciplinary procedures will be followed in line with the Discipline Policy. The disciplinary action will depend on the nature and severity of the behaviour and may include termination of employment, which may be instant dismissal where serious misconduct is deemed to have occurred.

Where the complaint involves a contractor or agent of Foundry Academy and an investigation process reveals that a person has engaged in unlawful conduct or other behaviour which is prohibited by this policy, those concerned may face termination of their contracts immediately, or will not be renewed in the future.

In addition to the remedies provided above, other action may be deemed necessary to resolve or remedy the behaviour complained of, including but not limited to:

- Providing training to employees concerned regarding bullying;
- Requiring employees who have breached this policy to apologise to appropriate person(s);
- Adjusting working arrangements where appropriate;
- Providing counselling to employees (complainant and the person complained of);
- Placing employees on performance improvement plans to ensure improved behaviour; and/or
- Providing coaching and mentoring.

Appeals Procedure

If any parties involved are unhappy with the outcome, or the way the complaint handling procedure was managed by Foundry Academy please contact the Foundry Academy Chief Executive Officer to discuss your concerns.

Once notified the Chief Executive Officer will conduct a review of the procedure followed, and the outcome issued, and make a final determination on the issue. Once this determination is made, the person who has made the appeal will be notified of the outcome and this determination will be final.

The following external bodies can also provide further information:

Jurisdiction	Contact Details
Australian Capital Territory	ACT Human Rights Commission 02 6205 2222 http://www.hrc.act.gov.au
New South Wales	Anti-Discrimination Board of NSW 02 9268 5544 http://www.antidiscrimination.lawlink.nsw.gov.au
Northern Territory	Northern Territory Anti-Discrimination Commission 1800 813 846 http://www.adc.nt.gov.au
Jurisdiction	Contact Details
Queensland	Anti-Discrimination Commission Queensland 1300 130 670 http://www.adcq.qld.gov.au
South Australia	Equal Opportunity Commission SA 08 8207 1977 http://www.eoc.sa.gov.au
Tasmania	Office of Anti-Discrimination Commissioner Tasmania 03 6165 7515 http://www.antidiscrimination.tas.gov.au
Victoria	Victorian Human Rights Commission 1300 292 153 http://www.humanrightscommission.vic.gov.au
Western Australia	Equal Opportunity Commission WA 08 9216 3900 http://www.eoc.wa.gov.au
National	Australian Human Rights Commission 1800 620 241 https://www.humanrights.gov.au
National <i>Foundry Academy Employees</i>	Fair Work Ombudsman 13 13 94 http://www.fairwork.gov.au

Consumer Protection

Australian Consumer Law

Foundry Academy maintains compliance with the national *Competition and Consumer Act 2010* and associated *Australian Consumer Law (ACL)* requirements as specified in the Act and enacted in various state legislation across Australia. The ACL protects clients and ensures fair trading in Australia. Under the ACL clients have the same protections, and businesses have the same obligations and responsibilities, across Australia.

Foundry Academy has implemented this *Consumer Protection Policy* and aligned *Consumer Protection Strategy* to protect the needs and interests of all clients. A designated *Consumer Protection Officer* has also been implemented:

Foundry Academy
Chief Executive Officer
Mr Chris Billing
hello@myfoundry.com.au
0499 927 598

Guarantee

As a course services provider, Foundry Academy supplies services and guarantees that these services will be:

- Provided with due care and skill;
- Fit for the specified purpose; and
- Provided within a reasonable time.

Foundry Academy ensures it uses an acceptable level of skill or technical knowledge and takes all necessary care to avoid loss or damage when providing course services.

Consumer Protection Strategy

Foundry Academy Obligations

Foundry Academy ensures it:

- Provides the training and support necessary to allow students to achieve competency;
- Provides a quality training and assessment experience for all students;
- Provides a clear and accessible feedback and consumer protection system, including a designated and identified consumer protection officer;
- Maintains procedures for protecting consumers' personal information – please refer to the *Privacy* section of this manual for further information;
- Has established, documented and accessible consumer feedback and complaints handling policies and procedures; and
- Provides clients with details of these pathways for resolving or escalating complaints.

Clients Rights and Obligations

Foundry Academy clients have the right to:

- Expect that the quality of your training meets the standards, regulations and requirement set down by the Australian Skills Quality Authority (ASQA) and relevant government subsidy body (where applicable);
- Be informed about the collection of personal information and be able to review and correct that information; and
- Access Foundry Academy's consumer protection complaints process.

Clients' obligations include:

- Providing accurate information to Foundry Academy; and
- Behaving in a responsible and ethical manner.

Cessation of Delivery

If Foundry Academy, or a third party delivering training and assessment on Foundry Academy's behalf, closes or ceases to deliver any part of the training product that a student is enrolled in, a number of options will be available to the student including:

- Refund of course fees paid; and/or
- Continued delivery of services with alternate Foundry Academy services delivery personnel (where applicable); and/or
- Supported transfer of the student enrolment to an alternate RTO for completion of services delivery (where applicable).

Clients' obligations include:

- Providing accurate information to Foundry Academy; and
- Behaving in a responsible and ethical manner.

Publicly Available

All Foundry Academy consumer protection information and approaches is made available to all clients by being publicly published on the Foundry Academy website and included within the relevant handbook for each stakeholder group.

Unsolicited Consumer Agreements

Foundry Academy or its contracted third party representatives may, from time to time, engage in marketing promotions that result in *unsolicited consumer agreements*. Such promotions may include telephoning prospective students for course service offerings or approaching prospective students in public areas outside of Foundry Academy premises.

Foundry Academy representatives who make unsolicited contact with potential students in order to sell them course services comply with:

- Limited hours for contact;
- Disclosure requirements when making an agreement;
- Criteria for the agreement, including that it must be in writing; and
- Restrictions on supplying services above a certain value, and on requesting payment during the cooling-off period.

Consumer Protection Complaints

If an individual feels that Foundry Academy or one of its third party representatives has breached its obligations in the undertaking of marketing and sales activities, they may raise a complaint. We encourage individuals to discuss the situation with their Foundry Academy representative in the first instance, before making a complaint.

The complaints handling process is as follows:

- The individual should make the complaint including as much detail about the issue as possible, in writing to Foundry Academy:

Foundry Academy Consumer Protection Officer
Chief Executive Officer
Mr Chris Billing
hello@myfoundry.com.au
0499 927 598

- Foundry Academy will investigate the circumstances included in the complaint and respond to the individual as soon as possible (and within 30 calendar days) regarding its findings and actions following this investigation.
- After considering this response, if the individual is still not satisfied they may escalate their complaint directly to the Consumer Protection Agency in the relevant jurisdiction for investigation:

Jurisdiction	Contact Details
Australian Capital Territory	ACT Office of Regulatory Services 02 62073000 fair.trading@act.gov.au
New South Wales	NSW Office of Fair Trading

	<p>13 32 20 www.fairtrading.nsw.gov.au</p> <p><i>Smart & Skilled students</i> Smart & Skilled students can also contact the Smart and Skilled customer support centre to seek assistance, ask for advice, make a complaint or provide feedback. 13 28 11 or 1300 77 21 04 enquiries@smartandskilled.nsw.gov.au Support is also available in person at a State Training Services Centre: www.training.nsw.gov.au/about_us/sts_contacts.html</p>
Northern Territory	<p>NT Consumer Affairs 1800 01 93 19 consumer@nt.gov.au</p>
Queensland	<p>QLD Office of Fair Trading 13 74 68 www.fairtrading.qld.gov.au/lodge-your-complaint</p>

Jurisdiction	Contact Details
South Australia	SA Office of Business and Consumer Services 13 18 82 www.cbs.sa.gov.au
Tasmania	TAS Consumer Affairs & Fair Trading 1300 65 44 99 www.consumer.tas.gov.au/fair_trading
Victoria	Consumer Affairs Victoria 1300 55 81 81 www.consumer.vic.gov.au
Western Australia	WA Department of Commerce 1300 30 40 54 www.commerce.wa.gov.au

- Alternatively, a complaint may also be lodged with the ASQA complaints handling service for complaints against RTOs:

Australian Skills Quality Authority

www.asqa.gov.au

Phone: 1300 701 801

Marketing & Advertising

Foundry Academy enables informed choice for clients and students by providing clear and factual information, whether this is done directly or by a third party. Foundry Academy is responsible for all marketing or other material disseminated on its behalf, regardless of the channel or method used.

Foundry Academy is conscious of the national requirements for the marketing of nationally recognised training and ensures that the information used is accurate, clear and managed ethically. Foundry Academy is subject to all relevant consumer protection law that applies in any jurisdiction where it operates and ensures it honours all commitments it makes.

Foundry Academy's marketing or advertising material is consistent with its training and assessment strategies.

Foundry Academy ensures its marketing of AQF qualifications to prospective students is ethical, factual and accurately represents the services it provides and the training products on its scope of registration.

Government Loan, Funding, Subsidy or other Support

Where students would be accessing any government income contingent loan or subsidy, Foundry Academy provides details of these arrangements. Details include:

- Any costs associated (including interest or similar costs);
- Any debt that will be incurred; and
- Any loss of entitlement from the student undertaking a course at Foundry Academy.

This includes, in the cases of limited entitlement schemes, where students are only able to access one course or there are restrictions on what courses may be subsidised after completing their study at Foundry Academy.

Pre-Enrolment Information

Foundry Academy provides extensive current and accurate information about its course services via publishing publicly on its website. This public information includes the relevant handbook for each stakeholder group that contains information about:

- Foundry Academy itself;
- student rights & responsibilities;
- General regulatory and legislative compliance;
- student attendance and behaviour expectations;
- Equity commitment;
- Work health and safety requirements;
- Privacy arrangements;
- Fees, charges and refunds;
- Language, literacy and numeracy arrangements;
- Recognition of prior learning (RPL) and credit transfer;
- Competency-based training and assessment processes;
- Complaints and appeals processes;
- Records, release of information and access to student records;
- Cheating, plagiarism and discipline arrangements;
- Evaluation and feedback arrangements; and
- Further information contact details.

A range of compliance and operating information is also publicly published on the Foundry Academy website. Please refer to the *Marketing & Advertising* section of this manual for further information.

Course Services Information

Once a course information request, client expression of interest or course registration and application for enrolment has been received, Foundry Academy provides further current and accurate information to prospective students to enable them to decide if Foundry Academy as a training organisation and the relevant course service of interest is suitable for them, taking into account their existing skills and knowledge and any specific individual needs.

Foundry Academy ensures information provision for all course services is accurate and conforms to the planned training and assessment described in Foundry Academy's training and assessment strategies.

Prior to enrolment, Foundry Academy provides clear information to prospective clients via the *Course Guide* including the following:

- Full course code and title of the training product(s) of interest;
- Any relevant currency information, such as whether a qualification has been superseded or removed from a training package;
- Where the training and/or assessment will be undertaken, how long it will take and mode/s involved;
- Information regarding any entry requirements and/or specific requirements they need to meet to successfully complete the course program of interest;
- Any requirements of the client to provide any materials and/or equipment;
- Information about educational and support services available to students and any cost associated with them;
- Any limitations regarding access to educational and support services and resources;
- Whether the training includes mandatory work placements. If mandatory work placements are part of the training, clients are provided with clear information on who will arrange this, the duration and schedule applicable and what outcomes are expected of the work placement;
- Foundry Academy is responsible for the quality of the training and assessment during all course services in compliance with the *VET Quality Framework* and the *Standards for RTOs 2015*; and
- Foundry Academy is responsible for the issuance of AQF certification documentation the student is entitled to as course services are undertaken.

Fee Information

Foundry Academy provides fee information to clients prior to enrolment, via the *Course Fees Agreement*. Please refer to the *Fees, Charges and Refunds* section of this manual for further information.

Third Party Arrangements

Where a third party is involved in the provision of training and/or assessment services, Foundry Academy ensures clients have clear information regarding this engagement via the *Course Fees Agreement*.

Foundry Academy provides the name and contact details of any third party involved in the provision of training and/or assessment services, or related educational and support services on its behalf to the client. Clients are able to contact both Foundry Academy and the third party at any time.

Consumer Rights

Foundry Academy informs prospective clients about their rights as a consumer in accordance with relevant state and territory laws. This includes information on cooling-off periods where relevant. Please refer to the *Consumer Protection* section of this manual for further information.

Foundry Academy informs prospective clients about its complaints and appeals processes that may be relevant for course services and other business activities. These processes include provisions for the lodgement of a complaint or appeal against any relevant third party engaged by Foundry Academy, and are outlined in the Foundry Academy relevant handbook for each stakeholder group.

Foundry Academy notifies clients as soon as practical after any change occurs that may affect the course services being provided. This includes changes of significant impact including:

- Any changes to, or new third party arrangements Foundry Academy puts in place, for the delivery of services to specific clients; and
- A change in ownership should that occur.

Notification occurs in writing, via letter, email or an amended *Course Fees Agreement* in cases where this is relevant.

Student Advice & Selection

Student Entry Procedure

On application for enrolment, Foundry Academy ensures that all Students are able to seek admission to a course program on the same basis. Where Students have particular needs, these are discussed in open consultation with the Student, and where appropriate, reasonable adjustments will be made in order to facilitate the Student's enrolment.

Foundry Academy provides high quality course services, including training and assessment that is suitable and appropriate for each Student.

Suitable means the training and assessment meets the individual's needs, links to likely job and/or participation outcomes and minimises duplication of the individual's existing competencies.

Appropriate means the training and assessment is delivered to regulatory and industry standards, uses delivery modes and durations optimised for the individual's needs and includes reasonable support to facilitate the individual's participation and attainment.

Foundry Academy focuses on supporting a prospective student to understand how their options may affect their future and, ultimately, helping them to choose the right training. This includes being prepared to suggest, in some instances, that none of its offerings are right for an individual. Where this is the case, Foundry Academy refers prospective Students to relevant government websites in their jurisdiction as a good place to start to determine more suitable course options. Some example sites include:

Jurisdiction	Course Gateways
Australian Government	Australian Training Directory https://www.myskills.gov.au/
Australian Capital Territory	Skilled Capital https://www.skills.act.gov.au/
New South Wales	Smart & Skilled

	https://smartandskilled.nsw.gov.au
Northern Territory	VET NT http://www.vet.nt.gov.au/
Queensland	QLD Skills Gateway http://www.skillsgateway.training.qld.gov.au
South Australia	WorkReady Gateway http://www.skills.sa.gov.au
Tasmania	Skills Tasmania http://www.skills.tas.gov.au/learners

Jurisdiction	Course Gateways
Victoria	Victorian Skills Gateway http://www.education.vic.gov.au/victorianskillsgateway
Western Australia	Future Skills http://www.dtwd.wa.gov.au/future-skills-wa

Academically Suited

Foundry Academy has implemented this student entry procedure to ensure that students are confirmed to be academically suited to undertake the particular course they wish to study.

To ensure students are academically suited, Foundry Academy's student application and enrolment processes include the requirements that:

1. The student satisfies minimum academic admission requirements; and
2. The student satisfies any other specified entry requirements for the particular course; and
3. Foundry Academy reasonably believes that the student is academically suited to undertake the course.

Pre-Enrolment Review

Foundry Academy conducts a *Pre-Enrolment Review* of current competencies including literacy and numeracy skills prior to commencement in training for each student.

The Pre-Enrolment Review is designed to:

- Identify any competencies previously acquired - Recognition of Prior Learning (RPL) or Credit Transfer;
- Ascertain a suitable, and the most suitable qualification for the Student to enrol in, based on:
 - the individual's existing educational attainment, capabilities, aspirations and interests;
 - due consideration of the likely job outcomes, participation and/or further study opportunities from the development of new competencies and skills;
 - being vocationally relevant and reflecting industry requirements and the workplace setting;
 - minimising duplication of the individual's existing competencies; and
 - meeting the individual's needs;
- Ascertain that the proposed learning strategies and materials are appropriate for that individual, based on:
 - providing reasonable and accessible support to facilitate the individual's participation in training and attainment of skills; and
 - the Volume of Learning, Amount of Training, duration, delivery modes, materials, facilities and equipment are sufficient;

- o to meet the individual's needs; and
- o for the individual to consolidate skills and produce job-ready competencies;
- Where the proposed learning includes portions delivered online, identify the individual's digital capability, including access to necessary technology, and where necessary identify steps to overcome any barriers in this regard.

Course Services are designed to build on a student's existing abilities and develop new ones. Students are not encouraged to undertake training where there is not a reasonable prospect of completion. The individual's existing educational and vocational attainment, other demonstrated capabilities, career aspirations and general interests are considered in course selections and services planning.

Foundry Academy does not enrol a student in a course or qualification that is not suitable or inappropriate for that Student. The Pre-Enrolment Review is completed, and the outcomes known and documented, prior to acceptance of the Student's enrolment application.

The Pre-Enrolment Review is a comprehensive assessment where Foundry Academy genuinely seeks to understand a Student's training needs. It's a conversation that encourages Students to reflect on their own aspirations and guides their selection of suitable training.

The Pre-Enrolment Review is undertaken by skilled Foundry Academy personnel who provide impartial advice and translate a Student's ideas about their future into tangible and suitable choices.

The Pre-Enrolment Review process encompasses:

- Student identification confirmation;
- Course information & requirements;
- Identifying Students' existing educational attainment, capabilities, aspirations and interests and individual needs;
- Language, Literacy & Numeracy assessment;
- Where the proposed learning includes portions delivered online, identify the individual's digital capability, including access to necessary technology;
- Previous competencies, Credit Transfer application (if relevant) and Recognition of Prior Learning application (if relevant);
- Employer engagement (if relevant);
- Government support eligibility (if relevant); and
- Final planning, course confirmation and enrolment decision.

Each of these components is outlined below.

Student Identification Requirements

A number of Foundry Academy projects require identification to be confirmed and verified identification evidence to be retained on file on admission to any nationally recognised course program. This may include:

- Evidence of student identity (for example, photo identification);
- Evidence of student eligibility to participate (for example, citizenship); and
- Evidence of pre-requisites being met (for example, previous qualifications/study).

Student identity is confirmed as an initial step in the Pre-Enrolment Review process.

Course Information

During the *Pre-Enrolment Review* process, general and course specific pre-enrolment information, including the relevant *Course Guide* is explained in further detail and student queries answered. This generally includes:

- Explanation of course content, competency standards, timelines and stakeholders;
- Outline of entry requirements and admission requirements;
- Duration of course and the delivery mode of course;
- Identification of specific resource requirements for the course;
- Explanation of assessment procedures relevant to course;

- Foundry Academy's procedures and processes; and
- Fees, charges and refunds information.

Identifying Individual Student's Needs

Prior to enrolment Foundry Academy provides advice to the prospective client about the training product(s) appropriate to meeting the student's needs, taking into account the individual's existing skills and competencies.

As a part of this process, Foundry Academy ascertains and consider the individual's existing educational and vocational attainment, other demonstrated capabilities, career aspirations and general interests.

To maximise the chance of students successfully completing their training, Foundry Academy:

- Identifies any support individual students need prior to their enrolment; and
- Provides access to that support throughout their training.

Student Enrolment Information Collection

All prospective students must complete and provide relevant enrolment information and personal data as a part of their enrolment application. This includes relevant AVETMISS data collection information and relevant student identifiers including the USI.

Prospective students have the option of commencing their enrolment information process online, by completing an online registration form for their initial course of interest. This online registration form once received is printed out and forms the basis of the student's enrolment information.

For prospective students that do not start the enrolment information process online, a hard-copy *Enrolment Application Form* will be completed by the prospective student as a part of the Pre-Enrolment Review.

In either case, once provided the enrolment information provided is used by Foundry Academy representatives as a component of the re-Enrolment Review, as it provides significant information on the student's background, prior skills and qualifications, current employment status and particular special needs.

Either online print out or hard copy version of the *Enrolment Application Form* is signed by the student as a part of the Pre-Training Review process, to confirm that the information being provided is a true and accurate record relating to their individual situation. This confirms the application process, but does not constitute formal acceptance of the student's enrolment into the course.

Students' Needs

As a component of this process, Foundry Academy determines the amount of training it will provide to each student with regard to:

- The existing skills, knowledge and the experience of the student;
- The academic suitability of the student;
- The mode of delivery; and
- Where a full qualification is not being delivered, the number of units and/or modules being delivered as a proportion of the full qualification.

Foundry Academy provides a range of educational and support services to its students that include, but are not limited to:

- Pre-enrolment materials;
- Study support and study skills programs;
- Language, literacy and numeracy (LLN) programs or referrals to these programs;
- Equipment, resources and/or programs to increase access for students with disabilities and other students in accordance with access and equity;
- Learning resource centres;
- Mediation services or referrals to these services;
- Flexible scheduling and delivery of training and assessment;
- Counselling services or referrals to these services;
- Information and communications technology (ICT) support;

- Learning materials in alternative formats, for example, in large print;
- Learning and assessment programs contextualised to the workplace; and
- Any other services that Foundry Academy considers necessary to support students to achieve competency.

Support services are made available either directly or via arrangements with a third party.

Foundry Academy's individual needs process includes:

- Identifying particular requirements such as literacy, numeracy, English language or physical capabilities students would need to complete each course;
- student learning styles and identification of any special learning needs; and
- Developing strategies to make support available where gaps are identified.

Academic Suitability - Language, Literacy, and Numeracy (LLN) Assessment

As a component of the Pre-Enrolment Review process, Foundry Academy reviews all enrolment applications to ensure course admission requirements relating to the student's academic suitability are being met prior to acceptance of a student into a course.

Where a course has specific academic suitability admission requirements, as part of the Pre-Enrolment Review students are required to complete an *Australian Core Skills Framework (ACSF) aligned Language, Literacy, and Numeracy (LLN) Assessment* to ensure that the student has the ability to complete the course.

For all students in all course application processes, Foundry Academy requires the assessment process to be conducted with honesty and integrity.

General VET Courses – Academic Suitability

General arrangements for students wishing to enrol in a VET course require the student to complete a Foundry Academy designed LLN Quiz relevant to their course application.

That is, students are required to complete a LLN Quiz mapped directly to ACSF Level 1, 2 or 3 requirements, at the ACSF level that has been confirmed relevant to the specific ACSF level of the course to which the application relates.

For students undertaking the Foundry Academy designed LLN Quiz as part of the Pre-Enrolment Review, this assessment will be undertaken:

- Via paper-based or online quiz depending on the student's application preference;
- Individually by the student after identification has been confirmed; and
- Under the direct supervision of a Foundry Academy representative to ensure the authenticity of the assessment results.

Results of Assessments

For all assessment undertaken as outlined above, the results of the assessment are reported to the student as soon as practicable after the assessment has occurred.

If the student is unable to complete the LLN Assessment satisfactorily, the relevant Foundry Academy representative will complete a further *LLN Assessment Report*, making recommendations on required actions that may include:

- Refusal to process the student's application for enrolment, on the basis that the student has not met the entry requirements to support their successful completion of the course; or
- The required strategies and actions to be taken to assist the student to be able to complete the course, if this option is possible under course admission requirements.

The *LLN Assessment Report* is provided as soon as practicable to the Chief Executive Officer, who will make a final determination on the report's recommendations within five working days.

If the student's application for enrolment is rejected, reasons for this rejection will be provided in writing, with information including instructions on how to provide a further complaint regarding this decision.

Regardless of the outcome of the assessment result or outcome of the student's application for enrolment, Foundry Academy retains all records of assessments undertaken and their results for a minimum of 5 years after the completion of the process.

Reasonable Adjustment

There may be times and situations in which a student may require 'reasonable adjustment' of the training and assessment methods implemented by Foundry Academy to meet their specific individual needs. Please refer to the *Access and Equity* section for further information.

Credit Transfer

As a component of the *Pre-Training Review* process, Foundry Academy ensures students are not required to repeat any unit or module in which they have already been assessed as competent, unless a regulatory requirement or license condition (including industry licensing schemes) requires this.

Credit transfer is a process that provides students with credit outcomes for components of a qualification based on identified equivalence in content and learning outcomes from previous studies.

Where a student provides suitable evidence they have successfully completed a unit or module at any RTO, Foundry Academy provides credit for that unit or module. In some cases, licensing or regulatory requirements may prevent a unit or module being awarded through a credit process.

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

Note that providing credit for previous studies is not a Recognition of Prior Learning (RPL) process. RPL is a form of assessment of the competence of a person, while providing credit is recognising the equivalence of studies previously undertaken and completed successfully.

Student Request for Credit Transfer

If a student wishes to apply for Credit Transfer it is *mandatory* that they complete the *Credit Transfer / RPL Application Form* and include appropriate evidence to support the Credit Transfer application.

All Credit Transfer applications must be supported by the appropriate evidence. This may be in the form of Nationally Recognised Qualification or Statement of Attainment indicating exactly the same code and title as those included in the student application, or other documents of equivalence.

Where appropriate evidence is provided with the Credit Transfer application Foundry Academy must grant the Credit Transfer. Where Credit Transfer is granted, the student will be advised within five working days of completion of the assessment and the training program adjusted accordingly.

Where Credit Transfer is not granted, the student will be notified in writing of the outcome within five working days of completion of the assessment. The written communication to the student includes a reason for refusal, and information on how to lodge a complaint or appeal if desired.

Recognition of Prior Learning

Recognition of Prior Learning (RPL) means an assessment process that assesses the competency/s of an individual that may have been acquired through formal, non-formal and informal learning to determine the extent to which that individual meets the requirements specified in the training package or VET accredited courses.

- *Formal learning* refers to learning that takes place through a structured program of instruction and is linked to the attainment of an AQF qualification or statement of attainment (for example, a certificate, diploma or university degree);
- *Non-formal learning* refers to learning that takes place through a structured program of instruction, but does not lead to the attainment of an AQF qualification or statement of attainment (for example, in-house professional development programs conducted by a business); and
- *Informal learning* refers to learning that results through experience of work-related, social, family, hobby or leisure activities (for example the acquisition of interpersonal skills developed through several years as a sales representative).

RPL assesses this prior learning against the requirements of a qualification, in respect of both entry requirements and outcomes to be achieved. RPL encourages an individual to continue upgrading their skills and knowledge through structured education and training towards formal qualifications and improved employment outcomes. RPL keeps the system of qualifications open to recognition of the value of learning achieved outside the formal system, as part of everyday living in a continuum of learning throughout one's life.

In order to recognise prior learning it is necessary to:

- Compare the informal or non-formal learning the individual has achieved against the learning outcomes or performance criteria of the course or qualification for which the student is using as a basis for seeking entry or the award of credit; and
- Determine appropriate evidence to support the claim of prior learning.

The processes used to assess RPL applications may take several (not mutually exclusive) forms, for example:

- Participation in exactly the same or modified versions of the assessment the student would be required to complete as part of the full course;
- Assessment based on a portfolio of evidence;
- Direct observation of demonstration of skill or competence;
- Reflective papers, journals or portfolios that relate past learning to the learning or competency outcomes of the current course or qualification;
- Provision of examples of the student's work drawn from the workplace, social, community or other setting in which the student applies their learning, skill or competence;
- Testimonials of learning, skill or competence; and
- Combinations of any of the above.

Foundry Academy ensures that trainers and assessors remain current in their professional development and in their knowledge and understanding of issues related to recognition.

RPL Process

As a component of the *Pre-Training Review* process, Foundry Academy implements a robust RPL process to ensure that:

- The uptake of RPL is encouraged and RPL processes are reviewed to streamline the RPL application process;
- Where possible, the student is able to complete the qualification in less time;
- RPL information is provided to students prior to enrolment and prior to commencement of formal training delivery in a course program;
- RPL processes offered provide adequate information, support and opportunities for students to engage in the RPL process;
- RPL decisions are made prior to the commencement of the course, subject or unit for which the RPL is being claimed; and
- RPL assessment processes and procedures meet the same delivery and quality assurance requirements as all other assessment arrangements.

RPL Requirements

To achieve RPL, students must:

- Apply for RPL;
- Provide appropriate RPL evidence (including documents, demonstrations and interviews as may be relevant); and
- Have this evidence assessed as meeting all of the requirements of the entire Unit of Competency.

Where students have gaps, or require additional mentoring and support, RPL is not applicable. In these cases *learning* is occurring, and a '*Competent*' result is achieved on completion of assessment.

RPL Applications

It is *mandatory* that students wishing to achieve RPL with Foundry Academy complete a *Credit Transfer / RPL Application Form* and provide this form with their evidence submission for assessment. This application form ensures:

- The Application for RPL is recorded effectively;
- The start date for each Unit of Competency is correctly identified; and
- The appropriate declarations of authenticity of prior work are recorded.

The RPL result date is the final date that the student provided all evidence required and was deemed to have achieved the unit '*RPL-Granted*' result.

Financial / Regulatory Implications

All Foundry Academy personnel must ensure they are aware of RPL implications with regard to financial / regulatory impacts in their region and projects. RPL in some jurisdictions is:

- Fully subsidised;
- Partially subsidised; or
- Not subsidised.

Depending on the region, when students are applying for RPL, it is critical that Foundry Academy personnel understand any financial implications that may apply and discuss correct fees and charges with the student concerned.

Employer Engagement

As a component of the *Pre-Training Review* process, Foundry Academy ensures that employers or other parties who contribute to each student's course services and outcome are informed and engaged in the training and assessment on the development, delivery and monitoring of training and assessment. This may include course services involving work placements, employer sponsored courses and apprenticeship or traineeship arrangements.

- All employers involved in Foundry Academy course services receive the *Student Handbook* that provides a range of important information for employer involvement including:
- Employer and RTO responsibilities;
- student attendance and behaviour expectations;
- Equity commitment;
- Work health and safety requirements;
- Privacy arrangements;
- Language, literacy and numeracy arrangements;
- student support services;
- Recognition of Prior Learning (RPL) and Credit Transfer;
- Competency-based training and assessment process;
- Complaints and appeals processes;
- Evaluation and feedback arrangements;
- Further information contact details; and
- Any relevant required release from work or study.

Foundry Academy ensures all students involved in workplace delivery have a range of processes and mechanisms implemented to engage the employer in the training and assessment process. This includes but is not limited to:

- Consultation prior to and during enrolment, and subsequent training and assessment sessions to gain input from the employer in areas such as the development of the training plan;
- Providing employer guidance on how to assist students to achieve competency through undertaking specific workplace tasks. This is undertaken through various contact and employer specific information and documents;
- Ensuring the assessment process is supported with supplementary evidence from the employer to contribute to the assessment outcome (such as *Third Party Reports*);
- Regular contact with the employer to confirm the student's progress; and
- Formal evaluation processes to gain further feedback on the training and assessment processes provided.

Finalising the Pre-Enrolment Review

As a Pre-Enrolment Review is conducted, Foundry Academy representatives complete the Pre-Enrolment Review Record to confirm that all components of the process are completed effectively.

As all Pre-Enrolment Review activities above are completed, the Foundry Academy representative clearly documents:

- Details of which of the key learning objective(s) the proposed course aligns with as follows:
 - o enable the individual to obtain the required skills to make them job-ready;
 - o assist the individual to undertake further education; and/or

- o promote/enable access to training for a disadvantaged individual; and
- How the proposed course aligns with the stated key learning objective(s); and
- The rationale for how the selected course is being both suitable for the individual, and the most suitable course option for the individual; and
- The overall Pre-Enrolment Review decision.

On conclusion of this process, a Course Fees Agreement (including Statement of Fees) is then prepared by Foundry Academy in order to make a formal enrolment offer to the prospective student and/or relevant supporting employer.

Non-Acceptance of Enrolment Application

Should the prospective student not be accepted into the course program they have applied for, the individual will be provided with formal notice of this non-acceptance:

In writing;

- With reasons provided for this non-acceptance;
- With any alternate options or actions recommended by Foundry Academy; and
- With relevant information on how the prospective student may raise a complaint or seek to have the decision reviewed.

Fees, Charges and Refunds

Foundry Academy undertakes to provide course services as outlined in the Course Fees Agreement.

Fees and Charges

Prior to enrolment, Foundry Academy notifies clients of a range of fee information in a Course Fees Agreement. This fee information includes:

- All fees payable to Foundry Academy, clearly describing all costs involved with the course;
- How and when fees must be paid;
- How to request a refund;
- The conditions under which a refund would be provided; and
- The student's rights as a consumer, including but not limited to any statutory cooling-off period, if one applies.

Foundry Academy publishes all fees and charges. Foundry Academy details its fees and charges including, but not limited to:

- Compulsory fees;
- Additional charges or co-contributions;
- Application process for exemptions and concessions;
- Methods of collection; and
- Refund information.

Where a student is being enrolled under any loan or delayed payment arrangement, the terms of the arrangement are clearly stated, including:

- Any debt that may be incurred;
- When repayment is required;
- Under what conditions; and
- Any associated fees, indexation or interest.

This information forms part of the Course Fees Agreement. Information provided to clients is consistent with Foundry Academy course services arrangements. Foundry Academy ensures all fees and charges related to the provision of training services are outlined to all parties prior to enrolment. Information provided is clear, accurate and sufficient to enable an informed choice.

Foundry Academy fees are designed to minimise the impact of fees and charges, through flexible payment plans, dependent on service type. Foundry Academy is committed to cost efficiency for Recognition of Prior Learning (RPL) applications, and will at all times seek to complete RPL applications at the same cost or lower than normal course delivery costs.

Course Tuition Fees

All fees are published and available on the Foundry Academy website. Published fees information includes fee rates for each training product, including full fee for service, subsidised, concession and exemption fee rates for each course and relevant government jurisdiction.

Foundry Academy charges students (and/or their employer or school) the mandatory or at least the minimum course tuition fee in accordance with the relevant specific jurisdictional training initiative requirements.

Student Support Services Fees

If any specific student support options available attract an additional cost, Foundry Academy makes this clear in pre-enrolment information and as a part of the Course Fees Agreement. Similarly, if there are limitations to the support Foundry Academy is able to provide to particular Student cohorts, these limitations are also made clear in information provided to potential Students.

Foundry Academy ensures support provided is reasonable and accessible, with clear and accurate information on these items is included in the Foundry Academy's *Student Handbook*.

Incidental Expenses / Resource / Other Fees

There may be some instances of a personal cost to a Student over and above the general course fees. These costs include:

- *Essential equipment and other items* that the student has the choice of acquiring from Foundry Academy, or from a supplier other, that become the physical property of the student, are retained by the student on completion of training, and are not consumed during the training. Example: tool kit.
- An optional charge for *an item that is not essential* for the Student to complete the training.
- An optional charge for an *alternative form of access* to an item or service that is an essential component of the training, but is otherwise made readily available at no additional fee by Foundry Academy.
- *Field trips and food, transport and accommodation costs* associated with the provision of field trips that form part of the training.
- *Any textbook* the Student requires for their course that is retained by the Student after completion of the qualification.

Other fees may be charged for alternate forms of access to essential goods or services that are otherwise made available by Foundry Academy at no additional cost, such as course reading material that is available free of charge through another source.

These fees do not exceed cost recovery. Any increases to the resource fee must not exceed a Perth consumer price index (CPI) increase of 1%. Where appropriate, accountable officers may apply a resource fee to new or existing courses where they have not previously applied.

Trainees and apprentices are not exempt from these fees. However, Foundry Academy provides Trainee Record Books to trainees and apprentices free of charge.

For each qualification, Foundry Academy publishes on its website any additional costs that a Student will or may incur and ensure that Students are aware of these costs prior to enrolment.

Foundry Academy provides the student or employer (where relevant) with receipts for any monies collected by Foundry Academy for incidental expenses. Foundry Academy retains copies of receipts issued.

Services Not Incurring Fees

Foundry Academy does not charge Students separate fees for goods and services that are considered an RTO's responsibility.

For example, Foundry Academy does not charge fees for costs associated with goods and services such as enrolment, records archiving, the purchase or depreciation of equipment or general infrastructure, IT support, and access to general learning and personal support services such as mentoring, study skills programs and career guidance. Separate fees may not be charged for negotiating training plans or determining employers' capacity to train.

Fees are not charged for any items that will be retained by the student as their own personal property, such as tools, protective clothing or textbooks. Such items are purchased separately by the student.

Embedded Qualifications

In some cases, a qualification may include all the units of competency required to complete a lower level qualification, an 'embedded' qualification. The student may wish to be issued with a testamur for the lower level qualification in addition to the higher one they enrolled in.

In this case the student has paid the fee for the higher level qualification. Foundry Academy does not charge an administrative fee to produce the additional testamur.

Co-enrolments

Foundry Academy charges a fee for each government subsidised course that a student enrolls in, as relevant to the relevant government contractual requirements.

Repeated Assessment

Students are able to attempt assessment to complete a unit of competency on three (3) occasions within their initial course fee. Foundry Academy does not levy additional fees for these attempts.

Government Loan, Funding, Subsidy and Support Entitlements

Foundry Academy ensures each student is made aware of how undertaking training and assessment will impact their access to further government funded training. This includes ensuring that students are aware of any government funding entitlement that may reduce their ability to access such funding in the future (such as arrangements that limit funding to one qualification for a person).

Foundry Academy also provides advice on these arrangements prior to enrolment, via the Course Fees Agreement.

The total course fee for a government subsidised course is divided into two components:

- The Fee (to the Student / employer / employee); and
- The Subsidy (paid by the relevant government body).

In cases of government funding or subsidy, the Course Fees Agreement also includes the approximate value of the contribution from government towards the qualification(s) in which the student is considering enrolment.

Fee Concessions and Exemptions

Fee concessions and exemptions do not apply to Foundry Academy operations at this time.

Notifications and Guarantee

Foundry Academy notifies clients as soon as practical after any change occurs that may affect the course services being provided. This includes changes of significant impact including:

- Any changes to, or new third party arrangements Foundry Academy puts in place, for the delivery of services to those specific clients; and
- A change in ownership of the RTO entity should that occur.

Foundry Academy guarantees that no additional charges will be imposed during the period covered by the Course Fees Agreement.

All Students are offered the option to pay fees across multiple instalments. Where an employer pays fees this is typically paid in one instalment.

Third Party Fee Arrangements

Foundry Academy third party representatives do not collect fees on behalf of Foundry Academy.

Fee Protection

Foundry Academy does not collect more than \$1,500 in prepaid fees (fees in advance) from Students at any time for any course service. As such, no further fee protection arrangements are required. The requirements that apply to prepaid fees include all fees that a Student is required to pay, including enrolment fees, tuition fees, materials fees and any other fee component that is a mandatory payment for the course.

Foundry Academy is required to protect prepaid fees from individual Students and prospective Students. These requirements do not apply for employers - for example, where an employer engages Foundry Academy to provide training and/or assessment to its personnel.

Payment of Fees

Enrolment is not considered complete until statutory and RTO enrolment-based fees and charges are paid, deferred payment arrangements have been made or fees and charges have been waived.

On enrolment, Students must take up one of the following payment options:

- Pay the full amount of fees and charges;
- Present a signed authority from an employer to invoice that employer for the Student's fees and charges;
- Pay the fee by instalment; or
- Make application on the grounds of severe financial hardship for fees and charges to be waived for courses below diploma level.

Students who fail to take up one of the above options are not enrolled. Apprentices and trainees are treated the same as other students and are legally liable to pay fees.

Payment Instalments

Students are given a minimum of eight weeks from the commencement of the unit to finalise payment when paying by instalment.

Where approval has been given for a student to pay by instalment, Foundry Academy is responsible for the collection of outstanding fees and charges. Fair and adequate recovery procedures are in place to manage the collection and recovery of monies.

Students who have fallen behind in their payments are not enrolled in additional units unless appropriate arrangements, agreed to by both the student and present a signed authority from an employer to invoice that employer for the student's fees and charges, have been put in place to pay the amount outstanding.

Recovery of Outstanding Student Fees

Foundry Academy collects all fees to be paid by the student by the time they complete their subsidised training. Foundry Academy retains student fees that it collects.

Foundry Academy has a robust process for the recovery of outstanding fees from a student. The failure by a student to pay a fee owing is considered to be a breach of discipline and can lead to penalties being imposed on the student under Discipline arrangements.

One of the penalties that may be considered is the delay in release of results or testamur(s) as relevant to the student until all fees are recovered, depending on the contractual requirements in each jurisdiction. For significant student debts, formal debt collection actions may also be undertaken.

Refunds

From time to time a refund may be required for specific student cases. Refund information and arrangements are made available to clients prior to enrolment through:

- Foundry Academy's *Student Handbook*;
- Foundry Academy website; and

- As a part of the Course Fees Agreement completed prior to enrolment.

Foundry Academy has publicly published on its website and makes students aware of this Refund policy before enrolment.

Enrolment Fees

Enrolment fees paid for any course service cover administrative components of service provision and are often mandatory fees in the cases of publicly funded course services. In these cases enrolment fees are non-refundable once the course service has commenced.

Foundry Academy's general refund arrangements for all course services, including the provision of refunds to employers/industry for additional charges paid beyond the student and government contributions, are as follows:

Refund Arrangements	
Foundry Academy is unable to commence the course for which the original enrolment and payment has been made.	<ul style="list-style-type: none"> • Full refund of all fees levied or placement in an appropriate alternate course, as per the clients' preference.
<p>Student withdrawal before course commencement and/or the 'withdrawal with no penalty cut-off date.'</p> <p><i>The 'withdrawal with no penalty cut-off date' for each unit is before 20% of the scheduled unit of competency hours for each unit has been delivered.</i></p> <p><i>Students are advised that written advice (such as email) of course withdrawal is necessary to ensure that they are eligible for refunds.</i></p>	<ul style="list-style-type: none"> • Full refund of course tuition fees paid. <p><i>Note: In cases for subsidised Students in specific jurisdictions where a mandatory government enrolment fee is required, these fees are non-refundable once the course services have commenced.</i></p>
Recognition of Prior Learning and/or Credit Transfer has been granted.	Pro-rata refund paid based on a calculation of the number of units that have received RPL or CT results and the fees paid to date.
Foundry Academy is unable to continue to deliver the course as agreed.	Pro rata refund of unit tuition fees levied for units of competency not completed, or placement in an appropriate alternate course, as per the clients' preference.
Student withdrawal after unit commencement beyond the 'withdrawal with no penalty cut-off date.'	<p>No refund payable for units of competency beyond the 'withdrawal with no penalty cut-off date.'</p> <p>Full refund of course tuition fees paid for units of competency yet to reach the 'withdrawal with no penalty cut-off date.'</p>

Refunds Due to Non-Provision of Services

All fees levied are refunded in full if Foundry Academy is unable to commence the course service as agreed due to a lack of minimum Student numbers, a course or unit is cancelled or re-scheduled to a time unsuitable to the student, a student is not given a place due to maximum number of places being reached, where a student withdraws from training not of their own accord, or any unforeseen circumstances.

A full refund of relevant unit tuition fees will be paid at any time during delivery if a class is cancelled because of declining student numbers, no available training personnel, Foundry Academy is no longer approved to deliver government supported courses in the relevant jurisdiction, where Foundry Academy RTO closes or due to other circumstances caused by Foundry Academy.

Where there is an instance of Foundry Academy default due to unforeseen circumstances, Foundry Academy will endeavour arrange for another course, or part of a course, to be provided to Students at no (extra) cost to the student as an alternative to a refund. Where the student agrees to this arrangement, Foundry Academy will not refund fees paid.

Refunds Due to Request / Hardship Application

Students may have extenuating circumstances that prevent them from attending scheduled course dates that may include but are not limited to illness, family or personal matters, or other reasons that are out of the ordinary.

Where delivery has commenced, course fees have been paid and an employer or student believes a special circumstance refund is warranted, the client may apply for a refund by writing to the Chief Executive Officer via email at:

Foundry Academy
Chief Executive Officer
Mr Chris Billing
hello@myfoundry.com.au
0499 927 598

Foundry Academy generally approves a pro rata refund of fees and charges at any time during the course of delivery if Students withdraw for reasons of personal circumstances beyond their control, such as

- Serious illness resulting in extended absence from course activities;
- Injury or disability that prevents the Student from completing their course; or
- Other exceptional reasons at the discretion of Foundry Academy.

In all cases, relevant documentary evidence (for example, medical certificate) is required. Details of all refunds are retained for audit purposes.

This decision of assessing the extenuating circumstances rests with the Chief Executive Officer and shall be assessed on a case by case situation.

All refund applications are assessed and processed within fourteen (14) days of the application being placed. The applicant will be advised in writing of the outcome of their application, including reasons for refusing a refund in cases where this occurs.

Foundry Academy does not provide a refund in cases where a student has withdrawn from a qualification but has completed all the requirements for a lower level qualification, which attracted a lower student fee.

All clients have the right to appeal a refund decision made by Foundry Academy. Please refer to the Complaints section for further information.

Third Party Refunds

If course services fees have been paid to Foundry Academy by a third party, any refunds payable will be remitted to that third party.

Course Fees Agreement

All prospective students, prior to enrolment, receive a *Course Services Agreement* including *Course Fees Agreement* from Foundry Academy. This agreement makes a formal enrolment offer to the prospective student and/or relevant supporting client, and includes all relevant fees, charges, refunds and government support information relevant to the student's course selection.

Enrolment and Induction

Foundry Academy course services meet strict student services standards, to maintain an exceptional standard of student service, and meet compliance with the conditions and standards of the *VET Quality Framework, Standards for RTOs 2015* and various other guidelines and contractual requirements.

Enrolment

Foundry Academy assesses all potential student enrolment applications to ensure they meet the enrolment requirements of the course and to confirm their ability to complete the requested training product.

Where the enrolment of the student would require unreasonable adjustments to the course program, the student's admission for enrolment will not be processed. Decisions on the acceptance or otherwise of student enrolment applications are free from bias and discrimination.

Confirmation of Enrolment

A student's enrolment application into a course program is accepted and enrolment confirmed once:

- All pre-enrolment information has been provided and discussed;
- student identity has been confirmed;
- student individual needs assessment has been completed;
- Enrolment information collection has been completed and confirmed;
- Course entry requirements and admission requirements have been reviewed and confirmed;
- Any government subsidy or support eligibility process has been undertaken and concluded;
- Any final Pre-Enrolment Review processes are conducted; and
- A *Course Fees Agreement* has been completed and signed by all parties.

The date on which the *Course Fees Agreement* is completed and signed by all parties is confirmed as being the official date of enrolment.

Induction

Foundry Academy induction sessions with students may be individual or in groups, and include:

- Further explanation of course content, competency standards, timelines and stakeholders;
- Preparation and signing of the Training Plan; and
- Provision of initial course resources, information or activities.

Foundry Academy personnel conducting the induction process are responsible to ensure all paperwork is completed.

Training Plans

Foundry Academy documents course services information on training and assessment in a *Training Plan* for all students. Training plans include:

- Name and contact details for Foundry Academy (and employer, for apprentices/trainees);
- Title and code of qualification;
- Unit title and code of competencies/modules to be obtained;
- Scheduled hours for competencies to be obtained;
- Timeframe for achieving competencies including the start date and end date of each competency (and actual dates for where training has already occurred, for Apprentices/Trainees);
- Delivery modes to be used;
- Proposed learning strategies and resources that are appropriate for the student;
- Details of the support services that the student will receive, including if they:
 - Are Australian Aboriginal or Torres Strait Islander;
 - Have a disability; or
 - Are long-term unemployed;
- Details of any customisation included to respond to the needs of the student and/or work locations and/or employer;
- Assessment details and arrangements;

- Party or parties responsible for the delivery and/or assessment of each competence;
- Record of Recognition of Prior Learning and Credit Transfer hours granted, as relevant; and
- Signature (including date of signature) of the Foundry Academy representative and the student.

Additional Apprentices/Trainee requirements:

- Detailed training activities and responsibilities for training to be undertaken as part of any workplace based training arrangements;
- Details (when, how & how much) of the time allocated outside routine work duties for Structured Training;
- Signature (including date of signature) of the Foundry Academy representative, employer, Apprentice/Trainee (School-based Apprentices/Trainees also require the signature of the school's representative); and
- Any other specific requirements to be met.

Training Plans are developed and signed prior to training commencement.

Training plan jurisdiction specific requirements, including the use of mandatory training plan formats, is also met. The information in training plans is consistent with the needs of the student identified in the Pre-Enrolment Review.

A copy of the endorsed (hardcopy or electronic) training plan is provided to each student. This information ensures that both Foundry Academy and the student are making informed decisions about the course services required and the respective obligations in the delivery of these course services.

Amendments to the Training Plan

Foundry Academy routinely negotiates amendments to the Training and Assessment Plan approach with all students. Where a major amendment occurs (e.g. delivery mode / change of unit selection):

- An amended training plan is prepared in negotiation with the student(s); and
- All parties sign off a new declaration on the amended training plan to confirm agreement.

Foundry Academy updates the *Training Plan* according to any changes mutually agreed throughout the course services. Foundry Academy monitors each student's progress in satisfying the requirements of the qualification, in line with the *Training Plan*.

Training Services

Competency Based Training and Assessment (CBT&A) is a flexible form of training that aims to produce a workforce with the knowledge and skills which industry requires. Under CBT, we have competency standards. The concept of competency focuses on what is expected of an employee in the workplace rather than on the learning process, and embodies the ability to transfer and apply skills and knowledge to new situations and environments.

Competency is a broad concept that includes all aspects of work performance and not only narrow task skills.

The *dimensions of competency* encompass:

- The requirement to perform individual tasks (task skills);
- The requirement to manage a number of different tasks within the job (task management skills);
- The requirement to respond to irregularities and breakdowns in routine (contingency management skills);
- The requirement to deal with responsibilities and expectations of the work environment (job role environment skills), including working with others.

Each Unit of Competency describes the work performed in the workplace. Students undertaking training and assessment receive a competent result when successful workplace performance is demonstrated.

Volume of Learning

Foundry Academy is required to develop and implement approaches, including providing access to suitable resources, facilities and trainers, to ensure students gain all relevant skills and knowledge.

The Australian Qualifications Framework (AQF) provides a guide to the volume of learning which describes how long a student who does not hold any of the competencies identified in the relevant units of competency or modules would take to develop all the required skills and knowledge.

The volume of learning includes all teaching and learning activities such as guided learning (classes, lectures, tutorials, online or self-paced study), individual study, research, learning activities in the workplace and assessment activities. The amount of training provided by Foundry Academy is part of the overall volume of learning and relates primarily to formal activities including classes and other activities as well as workplace learning.

Training & Assessment Strategies

Foundry Academy develops a strategy (or strategies as relevant) for each training product it is registered to deliver. Different strategies may be developed for different delivery models or target groups.

Guarantee

Foundry Academy has, for all of its scope of registration, and consistent with its training and assessment strategies, sufficient:

- Trainers and assessors to deliver the training and assessment;
- Provision of or referral to educational and support services to meet the needs of the student cohort/s undertaking the training and assessment;
- Learning resources to enable students to meet the requirements for each Unit of Competency, and which are accessible to the student regardless of location or mode of delivery; and
- Facilities, whether physical or virtual, and equipment to accommodate and support the number of students undertaking the training and assessment.

Foundry Academy meets all requirements specified in the relevant training package or VET accredited course for each training product delivered. Foundry Academy training and assessment strategies and practices, including the amount of training provided, are consistent with the requirements of training packages and VET accredited courses relevant to the training products being delivered, and enable each student to meet the requirements for each Unit of Competency or module in which they are enrolled.

Foundry Academy determines the amount of training provided when documenting and implementing training and assessment strategies with regard to:

- The existing skills, knowledge and the experience of the student target group;
- The mode of delivery; and
- Where a full qualification is not being delivered, the number of units and/or modules being delivered as a proportion of the full qualification.

Training Delivery

Foundry Academy is committed to quality student centred course services provision that meets each individual student's needs. Foundry Academy personnel strive to ensure that their teaching meets this commitment and:

- *Provides a learning environment which recognises differences in students' ages, experiences, aptitudes, learning styles and background; and*
- *Incorporates flexible delivery methods based on students' needs.*

Services Delivery

Foundry Academy:

- Provides students with initial course materials and documentation within ten (10) days of finalising and signing their training plan;
- Delivers the training and assessment services in accordance with the training plan through the appropriate mode as identified in that plan;
- Where relevant, assists employer representatives to access appropriate materials to record achievements of the student in the workplace;

- Monitors the progress of the student throughout the program;
- Reviews progress of the student at regular intervals - typically on a monthly basis;
- Provides additional support as planned or required; and
- Conducts training and assessment services in a safe and accessible environment.

If at any stage prior to commencing delivery of the structured training and assessment, Foundry Academy is unable to deliver the structured training and assessment identified in the training plan, it:

- Assists the student to identify an alternative RTO;
- Manages the transfer of that student to the new RTO with all appropriate records;
- In accordance with the Fees, Charges and Refunds policy, refund relevant fees paid by the student; and
- In the case of students under a training contract, notify the relevant STA that it will no longer be providing training relating to that particular qualification outcome and provide information confirming that the student has been transferred to another RTO.

Flexible Delivery Methods

Foundry Academy provides a structured framework and learning pathways for students involved in flexible delivery methods.

A turnaround policy of '*within one working day*' is in place for all client queries, whether in verbal or written format. All Foundry Academy personnel strive to meet this client expectation.

An assessment turnaround policy of '*within fourteen (14) days*' is also in place for the assessment and return of assignments, recognition portfolios and other student documentation, to ensure that students receive accurate and timely information and feedback as they complete their course.

Attendance

Foundry Academy ensures consistency in monitoring and recording of student attendance meeting contractual requirements to maintain accurate records for reporting against training and assessment engagement.

Foundry Academy trainers and assessors must ensure that complete and accurate records of attendance by students are maintained relevant to all engagement in accredited training delivery and assessment. It is each trainer and assessor's responsibility to record attendance requirements.

Attendance recording applies to:

- Workshop attendance;
- Workplace training logged time;
- Assessment meetings; and
- Observation activities.

Non-attendance

Where a student misses a session without notice, the trainer makes contact with the student (and/or their immediate supervisor for workplace supported students) to verify the reason for their absence and to negotiate their return. Reasons for non-attendance are to be recorded on the *Attendance Record* for all non-attended students before the record is provided to Foundry Academy Data and Administration team for processing.

In cases of repeated non-attendance, the trainer provides relevant advice to the student that their ability to complete the training program may be compromised by their non-attendance. Non-attendance contact and advice is noted on a *Contact Record*.

If non-attendance continues for more than two consecutive sessions, the trainer:

- Discusses the non-attendance with the student (and their employer where relevant);
- Provides options and determines a resolution to the non-attendance.

Where a student identifies that they will not be continuing with the program it is the trainer's responsibility to look at options to try and re-engage the student. Failing this, the trainer must collect the student's withdrawal in writing.

Workplace Delivery

In the case of workplace delivery, many of the required resources for course services may be readily available. Foundry Academy confirms all resources required for delivery are available using the Workplace Resources Checklist.

Where workplaces do not have access to all required resources Foundry Academy addresses resource gaps through a variety of options including:

- Provision of additional resources;
- Placement of the student in a simulated or alternate workplace environment; or
- Provision of alternate elective unit options that better reflect the workplace environment.

Simulated Workplace Environments

When using 'simulated' workplace environments, Foundry Academy ensures they fully replicate the resources, environment and any time and productivity pressures that exist in the actual workplace. The selection and structure of simulated workplace environments is informed by consultation with industry stakeholders to ensure relevance to real workplaces.

Providing Student Support

Foundry Academy embraces the responsibility of ensuring all students are supported in acquiring the knowledge and skills sought through their training and assessment program. Foundry Academy determines the support needs of individual students prior to enrolment and ensures access is provided to the educational and support services necessary for the individual student to meet the requirements of the training product as specified in training packages or VET accredited courses.

All Foundry Academy personnel are aware of available internal or external resources, or are able to confidently refer students to appropriate tutoring and community support services. For further information, please refer to the *Meeting Individual Student Needs* section of this manual.

Foundry Academy ensures support provided is reasonable and accessible.

Any student seeking further information or assistance should speak to their Foundry Academy nominated Trainer and Assessor or contact Foundry Academy's Student Support Area at:

Foundry Academy
Student Support Area
hello@myfoundry.com.au
0499 927 598

Work Placements

Foundry Academy organises and administers work placements to students during course services where required. The opportunity of work placement provides:

- The student with the opportunity to gain real world experience in their chosen industry;
- The student to gain initial access to a potential future employer; and
- The host employer to support and 'test' a student as a potential employee.

Workplace learning programs are to achieve curriculum outcomes and enhance the vocational, educational and social development of students.

Foundry Academy ensures that students with special needs are provided with opportunities on the same basis as other students. This includes identifying and liaising with the workplace around adjustments and accommodations that students with disabilities may require.

Work Placement Guidelines

The following guidelines are strictly adhered to at all times, for work placement opportunities:

- Work placements are voluntary - as such a student can choose not to participate in a work placement, and this should not affect their achievement of the course program unless the work placement is a specific mandated requirement for the course area.
- Students enrolled in a post-secondary education course undertaking a practical placement are not required to be paid for the work on that placement.
- Work placements may be as short as two days and as long as thirty days in duration (240 hours) - work placements longer than twenty days should only be organised in exceptional circumstances and after approval from Foundry Academy management.
- If additional hours are required for any reason (for example, by professional bodies or regulators), it is the responsibility of Foundry Academy to satisfy itself that those longer hours are justified to meet the course outcomes for the students(s) concerned, and having regard to the welfare of the student concerned.
- Foundry Academy personnel hold the primary responsibility for organising work placements, although students may be involved in seeking and securing an appropriate host employer.
- Students are not placed on work placement if the Foundry Academy representative feels that they are not 'job ready' for a placement.
- Work placements are conducted at a suitable time, location and industry employer for the student's needs.
- The student is under supervision at all times by the host employer while on work placement.
- The learning obtained during the practical placement should relate directly to the course outcomes at the appropriate skill level and to the actual competencies required for employment.
- Foundry Academy personnel monitor work placements through regular contact and feedback process with host employers, including workplace visits with the number of visits dependent on the length of the work placement.
- Work placements are terminated at any time if the student and/or host employer is not comfortable with the progress of the placement.

In organising work placements, Foundry Academy personnel ensure that all students have a voluntary work placement agreement in place to confirm that the student and the host employer are aware of their obligations and are committed to the work placement.

Insurance

Foundry Academy provides all insurance requirements to cover students while on work placement. In some jurisdictions under publicly funded contractual arrangements, insurance is provided by the relevant state or territory authority.

Written Agreement

A written practical placement agreement is a mandatory component of any work placement. It is a legal agreement and must stipulate the rights, obligations and duties of the employer, Foundry Academy and the student. Foundry Academy enters into an agreement in writing with the employer about the placement of each particular student.

- In addition to the relevant details of Foundry Academy, employer and student, the practical placement agreement includes:
- The course of study and the relevant skills required as part of that course to be developed, reinforced and/or assessed during the practical placement;
- The length of the practical placement expressed as hours; and
- Signatures of the student, the employer and the RTO.

The original of the written, signed practical placement agreement is maintained by Foundry Academy for future reference. A copy is given to both the employer and the student.

Student Responsibilities

The student's responsibilities while on work placement are as follows:

- Attend the work placement on the agreed dates;
- Notify both the workplace supervisor and their Foundry Academy work placement coordinator if unable to attend;

- Perform duties as requested and comply with all reasonable directions given by their work placement employer;
- Ensure dress and behaviour are in keeping with the accepted standards of the workplace; and
- Promptly tell the workplace supervisor and Foundry Academy work placement coordinator of any personal injury or damage to property that has involved the student.

Employer Responsibilities

The work placement employer's responsibilities for a work placement are as follows:

- Understand the obligation of care for the student under relevant Workplace, Health and Safety Acts;
- Inform the student of safety requirements in the workplace;
- Provide meaningful activities and appropriate direction and supervision;
- Notify Foundry Academy immediately of any incident involving the student, any actions undertaken and damages to property involving the student;
- Ensure that the student is not paid for the work placement; and
- Notify Foundry Academy of any absences by the student.

Foundry Academy Responsibilities

Foundry Academy responsibilities for a work placement are as follows:

- Contact employers to arrange work placements for students;
- Ensure the work placement is related to the training the student has undertaken;
- Ensure the student is prepared for the work placement. For example, a construction induction 'White Card' training is mandatory for student attending building sites;
- Ensure the work placement occurs;
- Contact the work placement employer on the first day of the work placement to confirm the student's attendance;
- Visit the student at the work placement once per five day period during the placement;
- Gather feedback from both student and work placement employer to evaluate the placement; and
- Has a process to advise relevant insurers and other parties immediately if an event occurs or a potential situation arises that could result in a claim.

Work Placement Booklet

All students are to be provided with a work placement booklet while on placement, so that they may record their progress, and host employers are aware of the skills or tasks they should cover while on placement.

Relevant National Criminal Checks or Working with Children Checks

If students are entering an industry requiring a character check (for example, aged care or children's services):

- Students are made aware of the requirement prior to enrolment, including the process and costs to secure the relevant check;
- Checks should be processed by students as soon as practicable after course enrolment, so that they have received their police check in time for their work placement (the processing time can be up to six weeks); and
- Students may select an industry area without this requirement for their placement, or opt out of placement altogether, instead of undergoing the required check, but only in cases where the work placement is not a mandatory component of the course services.

Students Transferring, Deferring or Withdrawing

Withdrawals

If a current student is thinking of withdrawing from study, the student should contact the Foundry Academy Student Support team for specific support and advice on their individual situation.

If a student wishes to withdraw from a unit/subject or a course, they can do so at any time.

Notification of withdrawal can occur in any written form, including but not limited to email, fax, letter or form.

Key contact details for withdrawal include:

Foundry Academy
Chief Executive Officer
Mr Chris Billing
hello@myfoundry.com.au
0499 927 598

Foundry Academy ensures there are no financial, administrative or other barriers that would result in a student not being able to withdraw from a course or unit on or before the withdrawal without penalty / census date.

If, on or before a withdrawal without penalty / census date, a student gives notice to Foundry Academy that he or she wishes to withdraw from a course or unit or cancel his or her enrolment in the course or unit, Foundry Academy ensure the student is not enrolled in that course or unit from the time of notification.

Notification of withdrawal can occur in any written form, including but not limited to email, fax, letter or form.

Enrolment in subsequent units

Where a student is enrolled in a course or unit with Foundry Academy and the student withdraws from the unit, Foundry Academy will:

- Write to the student via personal email address (and personal mail address if needed) seeking confirmation whether the student wishes to continue any enrolment in any other unit forming part of the course; and
- Ensure the student's written permission is provided before commencing an enrolment in a further unit.

Foundry Academy publishes on its website and make readily available its withdrawal procedures.

Foundry Academy does not charge a student any fine, penalty or fee to allow the student to withdraw from a course or unit.

Student Transfer Out Process

If a student elects to transfer to Foundry Academy from another registered training organisation, Foundry Academy provides advice to the student as soon as practically possible.

Where the enrolled student elects to transfer out, Foundry Academy:

- Provides options for continuing training, which may include:
 - Refers the student to relevant government authorities to identify an alternative RTO who can provide Subsidised Training;
 - The enrolled student opting to remain and continue training on an alternate basis or arrangement; or
 - Suggesting an alternative Provider.
- Issues Statements of Attainment/Qualification credentials reflective of their actual training and assessment progress to date;
- Issues an updated Training Plan listing all units of competency where an outcome has been achieved, commenced but not completed and/or not commenced;
- Ensures any refunds owed are paid;
- Return results of any outstanding completed training activities and/or assessments to the student;
- Submits any government reporting required; and
- If the student is an Apprentice or Trainee, follows the process required for the change of RTO named on the Training Contract.

Foundry Academy keeps records of all requests for/notices of discontinuation or keep a file note or log of such requests/notices together with evidence of all discontinuations made including evidence that it fulfilled its obligations above.

Student Transfer In Process

A student transferring in to Foundry Academy is treated as a new student and Foundry Academy carries out all standard enrolment processes.

Students Deferring Training

If a student indicates that they wish to defer their studies, Foundry Academy makes every effort to assist students to continue training where possible.

If a student proceeds with the deferral of their studies, Foundry Academy only permit a deferral of no more than twelve (12) months from the date of receipt of notice from the student.

Foundry Academy advises students of the fee implications of deferring their studies in accordance with the individual's relevant fee arrangements.

Students who do not recommence studies within a twelve (12) month period of deferral are considered to have discontinued their studies with all records and reports processed as per the discontinuance process below. Foundry Academy keeps records of all requests for/notices of deferral or keep a file note or log of such requests/notices together with evidence of all deferrals made.

Discontinuing Students

If a student indicates they wish to discontinue their studies without completing their course, Foundry Academy ascertains if the reason for discontinuing relates to the performance of Foundry Academy.

If that is the case, Foundry Academy ensure that reasonable efforts are made to address concerns of the student related to the delivery and assessment of training.

If a student proceeds to discontinue their studies, Foundry Academy

- Attempts to obtain formal notification from the student of the date their studies will end;
- Provides any refund of any applicable fee;
- Gives the exiting student a Course Fees Agreement that includes all fees applied and any fees refunded, if applicable;
- Issues the student with a Statement of Attainment and associated transcript for completed units of competency;
- Updates the *Training Plan* listing all units of competency where an outcome has been achieved, commenced but not completed and/or not commenced;
- Provides the updated *Training Plan* to the student;
- Returns results of any outstanding completed training activities and/or assessments to the student;
- For Apprentices or Trainees, notifies the relevant AAC and government authorities within 14 days of notification of the discontinuation of training; and
- Finalises any other government reporting requirements.

Foundry Academy keeps records of all requests for/notices of discontinuation or keep a file note or log of such requests/notices together with evidence of all discontinuations made.

Monitoring of Course Progress & Duration

Foundry Academy monitors the workload of students to ensure are successfully progressing through the course and that they complete the course within the duration specified in their enrolment.

Monitoring Course Progress

Foundry Academy monitors, records and assesses the course progress of each student for the course in which the student is currently enrolled.

Foundry Academy assesses each student's progress at the end of each compulsory study period. Study periods are determined on a course by course basis, and may range from 10 weeks to a maximum 6 month period. Where a course is not divided into study periods, course progress must be monitored at least every six months.

Unsatisfactory progress is defined as not successfully completing or demonstrating competency in at least 50% of the course requirements in that study period.

Foundry Academy has defined course requirements for each study period and be able to identify when a student has not passed or demonstrated competency in 50% or more of the course requirements. The course requirements for each study period are made clear to the student at the start of the course, or if variable, each study period.

Foundry Academy implement an intervention strategy for any student who is not making satisfactory course progress. It is made available to personnel and students and specifies:

- Procedures for contacting and counselling students;
- Strategies to assist identified students to achieve satisfactory course progress; and
- The process by which the intervention strategy is activated.

The intervention strategy must include provisions for:

- Where appropriate, advising students on the suitability of the course in which they are enrolled;
- Assisting students by advising of opportunities for the students to be reassessed for tasks in units or subjects they had previously failed, or demonstrate the necessary competency in areas in which they had not been previously able to demonstrate competency; and
- Advising students that unsatisfactory course progress in two consecutive study periods for a course could lead to the student's enrolment being cancelled.

Assessing Progress

At the end of each compulsory study period, students are assessed against the course progress policy. If a student is identified for the first time as not making satisfactory course progress, the intervention strategy is implemented. The intervention strategy is activated within the first four weeks of the following study period.

If Foundry Academy identifies however that a student is at risk of making unsatisfactory course progress before the end of the study period, the intervention strategy may be implemented as early as practicable.

If a student is identified as not making satisfactory course progress in a second consecutive compulsory study period in a course, Foundry Academy notify the student (via a written notice) of its intention to cancel the student's enrolment.

The written notice (of intention to report the student for unsatisfactory progress) informs the student that he or she is able to access the Foundry Academy complaints and appeals process and that the student has 20 working days in which to do so. A student may appeal on the following grounds:

- Foundry Academy's failure to record or calculate a student's marks accurately;
- Compassionate or compelling circumstances; or
- Foundry Academy not implementing its intervention strategy and other policies according to its documented policies and procedures that have been made available to the student.

Where the student's appeal is successful, the outcomes may vary according to the findings of the appeals process.

If the appeal shows that there was an error in calculation, and the student actually made satisfactory course progress (successfully completed more than 50% of the course requirements for that study period), Foundry Academy will not report the student, and there is no requirement for intervention.

If the appeals process shows that the student has not made satisfactory progress, but there are compassionate or compelling reasons for the lack of progress, ongoing support will be provided to the student through the Foundry Academy intervention strategy, and Foundry Academy will not cancel the student's enrolment.

Where:

- The student has chosen not to access the complaints and appeals processes within the 20 working day period;
- The student withdraws from the process; or
- The process is completed and results in a decision supporting Foundry Academy (ie. the student's appeal was unsuccessful) Foundry Academy will cancel the student's enrolment.

Extending Duration of Study

Foundry Academy will only extend the duration of the student's study where it is clear that the student will not complete the course within the expected duration, as specified on the student's enrolment, as the result of: Compassionate or compelling circumstances (for example illness where a medical certificate states that the student was unable to attend classes or where the registered provider was unable to offer a pre-requisite unit);

- Foundry Academy implementing its intervention strategy for students who were at risk of not meeting satisfactory course progress; or
- An approved deferment or suspension of study has been granted.

Where there is a variation in the student's enrolment load which may affect the student's expected duration of study Foundry Academy record this variation and the reasons for it on the student file.

Apprenticeships & Traineeships

Apprenticeships and traineeships offer many benefits to employers and employees. Employers can develop an employee who is trained to understand the specific requirements of their workplace and has the skills that match business objectives. Employees have the chance to gain valuable work experience, develop skills and acquire a nationally recognised qualification.

Employee & Employer Agreement

Both parties understand that there is a formal agreement to train the *Australian Apprentice* known as the *National Training Contract* that sets out the legal obligations binding on the employer and the employee.

Both parties enter into the employment and training arrangement with a commitment to mutual respect, honesty and fairness. Both parties agree to determine the qualification and the competencies that the employee is working to attain.

Both parties have a clear understanding of their contractual obligations including the duration of the training contract. Both parties are clear about available dispute resolution avenues and understand what is required to terminate the contract.

The employer will:

1. Meet legal obligations. This involves:
 - Conforming with relevant Commonwealth and State/Territory legislation, including that relating to apprenticeship/traineeship arrangements.
2. Provide a safe working environment. This involves:
 - Providing a safe workplace, free from workplace, verbal, physical, racial and sexual abuse;
 - Ensuring that all Workplace health and safety requirements are addressed; and
 - Provision of an appropriate introduction to the workplace, stressing Workplace health and safety requirements essential to workplace safety.
3. Support structured training. This involves:
 - Providing opportunities to develop knowledge and skills;
 - Lodging training contract documentation with the relevant authorities;
 - Participating in the development of the training plan and providing facilities and expertise to assist in the training of the trainee/apprentice in the agreed qualification (this may include on-the-job training, supervision from competent Individuals, mentoring, or time off for off-the-job training);
 - Ensuring that a record of training is maintained; and
 - Ensuring that the relevant authorities are notified on the completion of the training contract, or advising them in instances where the training contract is in danger of not being completed.
4. Provide supervision and support. This involves:
 - Providing the trainee/apprentice with a nominated workplace supervisor and could involve a coaching or mentoring arrangement, especially for trainees/apprentices with little experience of work; and
 - Being mindful that trainees/apprentices under the age of 18 are minors, and that their parents or guardians have legal responsibility for them.
5. Advise Trainee/Apprentices of their rights and responsibilities. This involves:

- Ensuring that trainees/apprentices are encouraged to raise issues and problems both in the workplace and with Foundry Academy;
- Advising trainees/apprentices of entitlements, such as wages and conditions;
- Ensuring that the trainee/apprentice is aware that help and assistance is also available from the relevant State/Territory Training Authority; and.
- Providing comprehensive induction processes for commencing trainees/apprentices to ensure that they are aware, from the time of commencement, of the proposed training program, workplace safety requirements and their rights and responsibilities.

The trainee/apprentice will:

1. Be aware of and make a commitment to fulfil work responsibilities. This involves:
 - Attending and performing work in a professional and courteous manner in accordance with the employer's requirements;
 - Taking care of workplace property and resources;
 - Respecting the rights of other Australian Apprentices and employees in the workplace;
 - Remembering that information obtained from the employer must be kept confidential and not disclosed without approval from the employer; and
 - Consent from a parent or guardian, if you are less than 18 years of age.
2. Be aware of and make a commitment to fulfil training responsibilities. This involves:
 - Making all reasonable efforts to achieve the competencies specified in the training plan and undertaking any training and assessment required;
 - Participating in the development of the training plan;
 - Attending training sessions or supervised workplace activities and taking advantage of learning opportunities; and
 - Maintaining a record of training.

Assessment Services

Foundry Academy has implemented an assessment system that ensures that assessment (including recognition of prior learning):

- Complies with the assessment requirements of the relevant training package or VET accredited course; and
- Is conducted in accordance with the Principles of Assessment and the Rules of Evidence.

Assessment means the process of collecting evidence and making judgements on whether competency has been achieved, to confirm that an individual can perform to the standard required in the workplace, as specified in a training package or VET accredited course.

Assessment system is a coordinated set of documented policies and procedures (including assessment materials and tools) that ensure assessments are consistent and are based on the Principles of Assessment and the Rules of Evidence.

Assessors are persons who assess a student's competence.

Foundry Academy has developed and implemented a rigorous assessment system to ensure:

- Assessment judgements are consistently made on a sound basis; and
- Validation of assessment judgements is carried out.

The assessment system includes not only the actual materials used directly in conducting assessment, but also policies, procedures and other supporting documents that inform the way assessment is conducted within Foundry Academy.

For a student to be assessed as competent, Foundry Academy ensures the student demonstrates their:

- Ability to perform relevant tasks in a variety of workplace situations, or accurately simulated workplace situations;
- Understanding of what they are doing, and why, when performing tasks; and
- Ability to integrate performance with understanding, to show they are able to adapt to different contexts and environments.

All students:

- Are assessed against all of the tasks identified in the elements of the unit or module;
- Demonstrate they are capable of performing these tasks to an acceptable level;
- Must demonstrate they hold all of the required skills and knowledge, as specified in the unit or module assessment requirements.

All Assessment Tasks undertaken by students with a Not Satisfactory outcome may be re-attempted on two further occasions (maximum three attempts in total).

General Assessment Requirements

Foundry Academy assessment approaches are always based on the performance of the individual student. If assessment tasks are undertaken as a group, each student is still assessed on each component of the assessment task.

Recognition of prior learning is simply a form of assessment of a student's competence. As such, recognition of prior learning must be conducted with the same rigour as any other form of assessment. Where assessment is completed via recognition of prior learning, the requirements do not change, although the variety of evidence gathered and considered in making an assessment decision may be greater than through 'traditional' assessment activities.

Similarly, distance and online delivery methods may change the type of evidence considered, although the same requirements apply. Regardless of the mode of delivery or engagement, all assessment meets the same requirements.

Assessment Requirements

Each Unit of Competency contains assessment requirements grouped into three areas:

- Performance evidence;
- Knowledge evidence; and
- Assessment conditions.

Performance and knowledge evidence describe what a student must demonstrate in order to be considered competent. Assessment conditions describe the conditions under which a student must demonstrate this, including any specific requirements for resources, trainers and assessors and the context for assessment.

Note that some training packages and courses may not have been updated to this format. In these cases, 'required skills and knowledge' and 'evidence guide' or similar terms are used.

Assessment Planning

When planning assessment, Foundry Academy addresses all of the requirements of the unit or module. This does not mean separate assessment activities for each item, but that, as a whole, Foundry Academy assessment activities cover every area required. To achieve a 'competent' result, students must meet all the requirements of the unit.

As similar requirements are often expressed in multiple units of competency, Foundry Academy often 'clusters' a number of units together for assessment to avoid repeating assessment of the same tasks.

Simulated Work Environments

When conducting training and assessment in a simulated workplace environment, ABS RTO ensures that the simulated environment gives students the opportunity to meet the following critical criteria:

- Quality – The work is of the standard required for entry into the industry.
- Productivity – The work is performed within a timeframe appropriate for entry to the industry.
- Safety – The work is performed in a manner that meets industry safety standards.

This approach ensures that student are 'work ready' on successful completion of units of competency.

All simulations used provide opportunities for integrated assessment of competence that include coverage of the Dimensions of Competency:

- Performing the task (task skills);

- Managing a number of tasks (task management skills);
- Dealing with workplace irregularities such as unexpected problems, breakdowns and changes in routine (contingency management skills);
- Fulfilling the responsibilities and expectations of the job and workplace, including working with others (job/role environment skills); and
- Transferring competencies to new contexts.

Assessment activities are designed to be realistic and reasonable in terms of scale. Assessment conducted under simulated conditions therefore reflects those typically found in the workplace.

Principles of Assessment

Foundry Academy ensures the principles of fairness, flexibility, validity and reliability are met in all assessment approaches.

Fairness

- The individual student's needs are considered in the assessment process.
- Where appropriate, reasonable adjustments are applied by Foundry Academy to take into account the individual student's needs.
- Foundry Academy informs the student about the assessment process, and provides the student with the opportunity to challenge the result of the assessment and be reassessed if necessary.

Flexibility

Assessment is flexible to the individual student by:

- Reflecting the student's needs;
- Assessing competencies held by the student no matter how or where they have been acquired; and
- Drawing from a range of assessment methods and using those that are appropriate to the context, the Unit of Competency and associated assessment requirements, and the individual.

Validity

Any assessment decision of Foundry Academy is justified, based on the evidence of performance of the individual student. Validity requires:

- Assessment against the unit/s of competency and the associated assessment requirements covers the broad range of skills and knowledge that are essential to competent performance;
- Assessment of knowledge and skills is integrated with their practical application;
- Assessment to be based on evidence that demonstrates that a student could demonstrate these skills and knowledge in other similar situations; and
- Judgement of competence is based on evidence of student performance that is aligned to the unit/s of competency and associated assessment requirements.

Reliability

Evidence presented for assessment is consistently interpreted and assessment results are comparable irrespective of the assessor conducting the assessment.

Rules of Evidence

Foundry Academy ensures the rules of validity, sufficiency, authenticity and currency are met in evidence collection approaches.

Validity

The assessor is assured that the student has the skills, knowledge and attributes as described in the module or Unit of Competency and associated assessment requirements.

Sufficiency

The assessor is assured that the quality, quantity and relevance of the assessment evidence enables a judgement to be made of a student's competency.

Authenticity

The assessor is assured that the evidence presented for assessment is the student's own work.

Currency

The assessor is assured that the assessment evidence demonstrates current competency. This requires the assessment evidence to be from the present or the very recent past.

Assessment Methods

Assessment methods are the particular technique/s used to gather different types of evidence. There are three main assessment methods or techniques used by Foundry Academy:

- Observation (sometimes referred to as demonstration, simulation, role play, scenario, etc) – where the student is observed performing their skills and knowledge;
- Interview (sometimes referred to as questioning, verbal quiz, test, explanation, competency conversation, role play, scenario, case study, etc) - where the student describes or answers questions to confirm their skills and knowledge; and
- Product (sometimes referred to as project, case study, scenario, creation, work product, etc) - where the student provides a product they have created to confirm their skills and knowledge.

Discipline

Foundry Academy is committed to the principle of ensuring that every student has the right to participate in training programs, free of inappropriate behaviour that may impair the learning processes, or the well-being of individuals.

Student Responsibilities

Each Foundry Academy student is expected to:

- Treat other and Foundry Academy personnel with respect and fairness;
- Follow any reasonable direction from Foundry Academy personnel;
- Be punctual and regular in attendance;
- Refrain from using mobile phones in workshops;
- Excessive or offensive swearing;
- Return Foundry Academy equipment / materials on time;
- Observe normal safety practices, such as wearing approved clothing and protective equipment;
- Refrain from smoking in Foundry Academy buildings and designated areas; and
- Submit assessment events by the due date or seek approval to extend the due date.

Foundry Academy student must not at any time:

- *Harass fellow students or Foundry Academy personnel;*
- *Damage, steal, modify or misuse property (including electronic records);*
- *Be under the influence of alcohol or drugs;*
- *Engage in any other behaviour which could offend, embarrass or threaten others; or*
- *Engage in plagiarism, collusion or cheating in any assessment activity.*

Cheating & Plagiarism

Cheating is the act of attempting to circumvent the assessment practices in an unethical or illegal manner.

Plagiarism is a form of cheating. Plagiarism is the practice of claiming or implying original authorship of (or incorporating material from) someone else's written or creative work, in whole or in part, into one's own without adequate acknowledgement.

Cheating and plagiarism are serious acts and may result in a students' exclusion from a unit, module or a course overall. Where a student has any doubts about including the work of other authors in their assessments, they should consult with their Foundry Academy trainer and assessor.

The following list outlines some of the activities for which a student can be accused of plagiarism:

- Presenting any work by another individual as one's own unintentionally;
- Handing in assessments markedly similar to or copied from another student;
- Presenting the work of another individual or group as their own work; and
- Handing up assessments without the adequate acknowledgement of sources used, including assessments taken totally or in part from the internet.

Students are required to submit a signed cover sheet with every assessment. This includes a declaration that all work submitted is their own work except where there is clear acknowledgement or reference to the work of others.

Breaches

Breach of discipline means any conduct that impairs the reasonable freedom of other persons to pursue their learning or work, or is in breach of the Foundry Academy's expectations.

A student commits a breach of discipline if she/he:

- Assaults a person on the premises of the Foundry Academy training site or nominated facility;
- Unlawfully removes, damages or uses any property of another person or the Foundry Academy;
- Obstructs personnel of Foundry Academy in the performance of their duties;
- Obstructs the teaching / training of a group or an assessment activity;
- Commits or engages in any dishonest or unfair act in relation to an assessment activity, such as plagiarism or cheating;
- Wilfully disobeys or disregards any lawful order or direction given by a member of personnel;
- Enters part of the Foundry Academy 's premises when directed not to do so by a member of personnel;
- Fails to leave part of the Foundry Academy 's premises when directed to do so by a member of personnel;
- Fails to return Foundry Academy property or pay replacement costs when instructed to do so;
- Fails to pay financial commitments to Foundry Academy;
- Enters part of the Foundry Academy's premises whilst under the influence of alcohol or a drug;
- Engages in any unlawful activity on the Foundry Academy 's premises such as using, possessing or supplying any prohibited drug, substance or weapon;
- Discriminates against a person on the grounds of the person's age, race, sex, sexuality, gender, marital status, physical or intellectual disability, background or religion;
- Incites hatred towards, serious contempt for, or severe ridicule of, a person or group of persons on the grounds of the person's age, race, sex, homosexuality, transgender, marital status, physical or intellectual disability or religion of the person or members of the group; or
- Commits any other act which could reasonably be considered to be in breach of Foundry Academy expectations.

Addressing Breaches

Foundry Academy personnel and students have an interest and a responsibility to prevent minor behavioural problems from becoming larger ones. Any individual who believes that a breach of discipline has occurred should report the breach of discipline to Foundry Academy without delay.

1. All cases of breach of discipline committed by a Foundry Academy representative must be reported to the *Chief Executive Officer*.
2. In the case of a student breach, the breach must be reported to Foundry Academy's *Chief Executive Officer* in writing with the following information:
 - student name and program;
 - Description of the breach of discipline;
 - Damage or inconvenience caused by the breach;

- Level of cooperation given by the student;
 - Witnesses to the breach; and
 - Evidence available to support the claim of a breach.
3. If appropriate, the student can be ordered off the Foundry Academy's premises for the remainder of the day on which the breach takes place. Circumstances where it may be appropriate to exclude the student from the Foundry Academy's premises include serious cases of breach of discipline such as violence, abusive behaviour, discrimination, vandalism or wilful disobedience of a personnel direction.
- In situations of greater urgency, such as cheating or violence, an oral report may be made to Foundry Academy's *Chief Executive Officer* in the first instance, followed by the written report as soon as practicable thereafter.
4. Within two working days of the report, the *Chief Executive Officer* will speak to the student concerned, in the presence of the relevant member of personnel if possible and if not then in the presence of a third party chosen by the *Chief Executive Officer*.
- The student may also have a representative present to act as a witness to the discussion. Where appropriate, the students are cautioned and advised of the possible consequences and the grounds for such report. Confidentiality of all meetings is maintained.
5. Foundry Academy's *Chief Executive Officer* may apply any of the following penalties where satisfied a breach of discipline has been committed and the penalty matches the seriousness of the breach:
- A verbal or written reprimand;
 - A requirement to attend counselling at a specified time and place;
 - Payment of compensation by student for damages or loss of resources;
 - Restitution of property removed or damaged;
 - Use of specified equipment only in accordance with certain conditions (for a set period); or
 - Exclusion from Foundry Academy.
- Attempts are to be made to solve behavioural problems of students through discussion and mediation before the provision of more formal procedures is invoked.
6. Any penalty imposed is communicated to the student in writing within five days of the meeting. The student is also advised of the right to appeal the penalty under Foundry Academy *Complaints* arrangements.

Complaints

During course activities, students may have some concerns with the processes they are being exposed to or they may be unhappy with a particular aspect of the program. Foundry Academy undertakes to provide a mechanism allowing for the fair and equitable resolution of any issues.

Foundry Academy complaints process is available to manage and respond to allegations involving the conduct of:

- Foundry Academy, its trainers, assessors or other personnel; or
- A Foundry Academy contracted third party providing services of Foundry Academy, including the third party representatives trainers, assessors or other personnel; or
- A student of Foundry Academy.

Allowing students to easily engage with the personnel of Foundry Academy about any concerns they have can stop minor issues becoming larger. There is no fee or charge levied for any complaint processed.

Foundry Academy will maintain a student complainant's enrolment during any appeal process.

Foundry Academy's complaints process is publicly available on the Foundry Academy website, and is provided to all prospective clients via the relevant handbook for each stakeholder group prior to enrolment. Where Foundry Academy uses third parties to deliver services, complaints information is also made available to prospective clients of these third party representatives.

Foundry Academy's complaints process follow the principles of natural justice and procedural fairness by allowing anyone subject to a decision by Foundry Academy, or anyone who has allegations made against them, to tell their side of the story before a decision is made.

Complaint & Grievance Procedure

The following problem resolution framework has therefore been implemented for all stakeholders raising a complaint or issue, with a desire to resolve matters as positive adults. This procedure applies to all complaints about:

- Academic matters from students;
 - Non-academic matters from students; and
 - Non-academic matters from persons seeking to enrol with the Foundry Academy in a VET course or unit of study.
1. In the first instance a student should discuss the matter with the personnel member or responsible person concerned. Where this is not considered appropriate then the complainant is encouraged to discuss the matter with Foundry Academy management.

If the complainant is satisfied with the outcome of the discussion, it would mean that the matter is resolved.

2. Any client may submit a formal complaint to Foundry Academy in writing. Complaints are to include the following information:
 - Submission date of complaint;
 - Name of complainant;
 - Nature of complaint;
 - Date of the event which lead to the complaint; and
 - Any other relevant information or attachments (if applicable).
3. The Foundry Academy Chief Executive Officer will acknowledge receipt of the complaint in writing within five working days and arrange a suitable time if needed to discuss the complaint.
4. The Chief Executive Officer will investigate the complaint, or refer the matter to appropriate Foundry Academy personnel to investigate. In either case, the investigation will be resolved and decisions made on the complaint within 20 working days of the complaint being received in writing.

In all cases, each party may be accompanied and assisted by a third party at any relevant meeting.

5. The complainant will be informed of any decisions or outcomes concluded in writing, with reasons provided for the decisions or outcomes. With this notification, all complainants will receive information on how they can progress their complaint if still unhappy.
6. If the complainant is not satisfied with the outcome, they may escalate the complaint in writing to the Foundry Academy Chief Executive Officer.
7. Escalated complaints are to include the following information:
 - Submission date of complaint;
 - Name of complainant;
 - Nature of complaint;
 - Reasons why the complainant is not satisfied with the outcome of the original complaint; and
 - Any other relevant information or attachments (if applicable).
8. The Foundry Academy Chief Executive Officer will acknowledge receipt of the escalated complaint in writing within five working days and arrange a suitable time if needed to discuss the complaint.
9. The Chief Executive Officer will investigate the complaint, or refer the matter to an external dispute resolution process by a body appointed for this purpose by Foundry Academy. The *default* external body available is:

Resolution Institute

Level 1 and 2
13-15 Bridge Street
Sydney NSW 2000
Freecall: 1800 651 650
infoaus@resolution.institute

In either case, the investigation will be resolved and decisions made on the escalated complaint within twenty working days of the complaint being received in writing.

10. The complainant will be informed of any decisions or outcomes concluded in writing, with reasons provided for the decisions or outcomes. With this notification, all complainants will receive information on how they can progress their complaint if still unhappy.
11. If the complainant is not satisfied with the outcome, and the complaint is yet to be mediated by an external dispute resolution process, they may escalate the complaint in writing to the Foundry Academy *Chief Executive Officer*. In this situation, the *Chief Executive Officer* will:
 - Acknowledge receipt of the escalated complaint in writing within five working days; and
 - Refer the matter to an external dispute resolution process by a body appointed for this purpose by Foundry Academy.
 - Foundry Academy will give due consideration to any recommendations arising from the external review within ten working days of the receipt of the recommendations.
 - The investigation will be resolved and decisions made on the complaint within thirty working days of the escalated complaint being received in writing.
12. The complainant will be informed of any decisions or outcomes concluded in writing, with reasons provided for the decisions or outcomes. With this notification, all complainants will receive information on how they can progress their complaint if still unhappy.

All stages of the complaints process are documented and notes provided to all parties involved, including the outcomes of the complaint at each stage and reasons for the decisions made. Each complaint and its outcome is recorded in writing and stored on the *Complaints Register*. This register is located at:

[Server / Management](#)

If at any stage Foundry Academy considers more than 60 calendar days are required to process and finalise the complaint, Foundry Academy:

- Informs the complainant in writing, including reasons why more than 60 calendar days are required; and
- regularly updates the complainant on the progress of the matter.

If the internal or external complaint handling or appeal process results in a decision that supports the student, Foundry Academy immediately implements any decision and/or corrective and preventative action required and advises the student of the outcome.

At all times records of complaints and grievances are maintained confidentially. Foundry Academy retains records of all complaints and grievances for a period of at least five years, allowing parties to the complaint or grievance appropriate access to these records.

Complaints Key Contacts

If the student is still not satisfied with the resolution of the complaint, they are directed to seek further assistance from the following additional parties:

Organisation	Details
Australia Skills & Quality Authority (ASQA)	1300 701 801 enquiries@asqa.gov.au
Skills Canberra	www.cmd.act.gov.au/skillscanberra/individuals
NSW Department of Education & Training	www.training.nsw.gov.au
NT Department of Education and Training	www.det.nt.gov.au

Organisation	Details
QLD Department of Education, Training & Employment	www.training.qld.gov.au
SA Department of Further Education, Employment, Science and Technology	www.training.sa.gov.au
Skills Tasmania	www.skills.tas.gov.au
Victorian Department of Education & Training	www.skills.vic.gov.au
WA Department of Training and Workforce Development	www.dtwd.wa.gov.au

Assessment Appeals

Foundry Academy provides all students with a formal appeals process, which draws on a commitment to all parties understanding their rights and responsibilities in the assessment process. Other grievances or issues not pertaining to assessments should be referred to Foundry Academy's complaints processes.

Foundry Academy's appeals process facilitates requests for a review of decisions, including assessment decisions, made by Foundry Academy or a third party representative providing services on Foundry Academy's behalf.

Foundry Academy's appeals process follows the principles of natural justice and procedural fairness by allowing anyone subject to a decision by Foundry Academy, or anyone who has allegations made against them, to tell their side of the story before a decision is made. There is no fee or charge levied for any appeal processed.

Foundry Academy will maintain a student appellant's enrolment during any appeal process.

Foundry Academy's process ensures that the decision-maker is independent of the decision being reviewed (for example, an assessor does not consider or decide an appeal against an assessment decision they made). If a student objects to actions taken or decisions made by Foundry Academy personnel in conducting Recognition of Prior Learning and assessment services, they have the right to lodge an appeal.

Students also have the right to lodge an appeal against competency decisions made if:

- They believe the outcome is invalid; or
- They feel the process was invalid, inappropriate or unfair.

Appeals Process

Foundry Academy's appeals process is publicly available on the Foundry Academy's website.

1. Before making a formal appeal, students are required to discuss the matter with the relevant Foundry Academy personnel in an effort to reach an agreement. Foundry Academy personnel will undertake to reassess the decision that has been made.
2. If a student is still unhappy, they must lodge a formal appeal in writing to Foundry Academy Chief Executive Officer.
3. Upon receiving a formal appeal, Foundry Academy Chief Executive Officer will:
 - Acknowledge receipt of the appeal in writing within five working days; and
 - Appoint an independent member of personnel as a third party to try to resolve the issue. Any decision recommended by the third party is not binding to either party.

The independent member will review the information provided by all parties and either reject or uphold the appeal. The student will be advised of the outcome of the appeal in writing within 10 working days of lodging the appeal, including reasons for the decision made, and any additional appeal or complaint options available to them.

4. If a student, on receiving written advice on the initial appeal, is still unhappy they may lodge a second appeal to the Foundry Academy Chief Executive Officer. The Foundry Academy Chief Executive Officer will:
 - Acknowledge receipt of the further appeal in writing within five working days; and
 - Appoint another Registered Training Organisation (RTO) to review the appeal, at no additional cost to the student. This second registered training organisation will:
 - Uphold the appeal;
 - Reject the appeal; or
 - Recommend further evidence gathering by either party.

The student will be advised of the outcome of the appeal in writing within 20 working days of lodging the further appeal, including reasons for the decision made, and any additional appeal or complaint options available to them.

5. If a student, on receiving written advice on the further appeal, is still unhappy they have a right of appeal to:
 - Their relevant State Training Authority (STA) in each state and territory if an apprenticeship/traineeship based course; or
 - Alternatively to the Australian Skills & Quality Authority (ASQA) via the appropriate process.
<http://www.asqa.gov.au/complaints/making-a-complaint.html>

If at any stage Foundry Academy considers more than 60 calendar days are required to process and finalise the appeal, Foundry Academy:

- Informs the appellant in writing, including reasons why more than 60 calendar days are required; and
- regularly updates the appellant on the progress of the matter.

All stages of the appeals process are documented and notes provided to all parties involved, including the outcomes of the appeal and reasons for the decisions made.

Evaluation

Foundry Academy systematically evaluates and uses the outcomes of the evaluations to continually improve its training and assessment strategies and practices. Evaluation information includes but is not limited to quality/performance indicator data, validation outcomes, client, trainer and assessor feedback and complaints and appeals.

Foundry Academy is committed to ensuring quality delivery and assessment of all training. The formal evaluation process is a major strategy in the continual improvement of all service provision. The following process is exercised for all course services undertaken by Foundry Academy.

Qualifications Issuance

Foundry Academy issues AQF certification documentation only to a student whom it has assessed as meeting the requirements of the training product as specified in the relevant training package or VET accredited course.

Foundry Academy has robust controls in place to ensure qualifications, statements of attainment and records of results are not issued unless the student has completed all requirements.

Issuing AQF Qualifications Requirements

All Foundry Academy students who have completed a program of learning that leads to the award of an AQF qualification are entitled to receive the following certification documentation on award of the qualification:

- A testamur; and
- A record of results.

Students who complete part of the requirements of an AQF qualification in which they are enrolled are also entitled to receive a record of results. Students are entitled to retain testamurs and records of results once they have been issued.

Fraud Prevention

Foundry Academy confirms its responsibility for authentication and verification of a student's certification and statement of attainment documentation.

Issuance Timelines

Foundry Academy ensures AQF certification documentation is issued to a student within twenty-one (21) calendar days of the student being assessed as meeting the requirements of the training product if the training program in which the student is enrolled is complete, and providing all agreed fees the student owes to Foundry Academy have been paid.

Foundry Academy issues AQF certification documentation directly to the student, not to another party, such as an employer.

FOUNDRY

Academy

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