

PARTICIPANT HANDBOOK

MAX Solutions - Training



MAX Solutions

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There are risks and costs to a program of action but they are far less than the long range risks and costs of comfortable inaction

John F Kennedy

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Welcome to MAX Solutions

Welcome and thank you for choosing MAX Solutions as your training provider. MAX Solutions prides itself on its dynamic and customer focused courses which have been customised to meet high quality expectations of students, employers and industry.

MAX Solutions not only offers quality training, but a flexible learning environment with structured support that allows you to balance your work, personal life and educational commitments.

Our aim is for you to achieve high levels of competency in your chosen skills and we will assist you flexibly and fairly to achieve your goals. Our courses are designed to provide our students with skills, knowledge and right information to ensure real and tangible value through best-practice expertise.

We hope that your training with MAX Solutions will be enjoyable and productive.

Please let us know if you experience any difficulties during your course, so that we can take action to assist you.

This Participant's Handbook contains information to help you:

- Achieve success with your course
- Understand your rights and obligations
- Find support mechanisms and service/s available
- Understand MAX Solutions and our standards
- Know where to access more information.

Separate to the Handbook, you will receive a training plan or a Course Outline will provide you with information to help you:

- Understand the course content and delivery
- Understand the course assessment
- Understand the course outcomes
- Understand the qualification requirements.

If you have any questions after reading this Participant Handbook and the Course Outline, please consult your trainer or contact MAX Solutions on 1800 021 560 or email corporate.training@maximussolutions.com.au

Good luck.

MAX Solutions Training Team

Introduction

MAX Solutions is an experienced Registered Training Organisation (RTO), registered since 1998, specialising in quality training and assessment across a range of accredited and non-accredited courses.

Our trainers and assessors are highly qualified and have extensive experience in both the vocational and industry sectors. We are here to support our Students through our training programs and to ensure they have an enjoyable learning experience.

Values

Focus	We will demonstrate this by/through:
Learning	<ul style="list-style-type: none"> • A commitment to ongoing professional development • A passion for learning • Using every opportunity as one in which to learn something
Respect	<ul style="list-style-type: none"> • Respecting self • Respecting others • Respecting MAX Solutions and client property • Respecting client confidentiality
Professionalism	<ul style="list-style-type: none"> • Acting with integrity • Empowering team members to get the job done • Leading by example • Ensuring dress standards and operational codes of conduct epitomise professionalism
Satisfaction	<ul style="list-style-type: none"> • Providing exceptional customer service • Taking ownership for establishing an enjoyable work environment
Communication	<ul style="list-style-type: none"> • Listening more than we talk • Sharing knowledge freely • Documenting and reporting information to minimise risk of intellectual property loss • Communicate openly, honestly and sincerely
Quality	<ul style="list-style-type: none"> • Never accepting that near enough is good enough • Operating within the principles of total quality management • Using our quality manual as a living, dynamic workable tool, not a bookend • Always doing the best we can
Creativity and Innovation	<ul style="list-style-type: none"> • Questioning the status quo • Thinking outside the square • Embracing a possibility focus versus a problem focus • Considering the concept as well as the idea
Community	<ul style="list-style-type: none"> • Adopting environment-friendly practices • Giving back to the community that supports us • Inviting community input into new and revised interventions

Our Commitment to You

MAX Solutions has developed and will maintain a commitment to high standards in the provision of vocational education and training and other client services. MAX Solutions has policies and management practices to maintain high professional standards in the delivery and marketing of our services, which safeguard the interests and welfare of clients.

MAX Solutions maintains a learning environment that supports the success of students. We have the capacity to deliver the nominated course(s), provide adequate facilities and use appropriate methods and materials.

MAX Solutions is committed to high standards in the provision of training. Our commitment to you describes the minimum standards of the organisation's education and training.

The policies and practices outlined in the Student Handbook, in addition to the MAX Solutions Training Policies and Procedures underpin the operations of the organisation.

The Policies referred to in this handbook can be found on the MAX Solutions website, www.maxsolutions.com.au/

Your rights and responsibilities

When you sign your Enrolment Form and Training Plan/Schedule, you enter into an agreement that you will abide by MAX Solutions guidelines which outlines your roles and responsibility as a participant undertaking a course through MAX Solutions:

YOU MUST

- Treat all staff and students with respect, fairness and courtesy
- Be punctual and regular in training course attendance.
- Participate in training according to your schedule
- Submit your assessment by the recommended due date or request an extension of time, approved by your trainer
- Observe safety practice standards by wearing appropriate clothing and footwear, using protective equipment (where required) and following instructions.

YOU MUST NOT

- Plagiarise, collude or cheat in any assessment event
- Swear or use offensive and inappropriate language
- Litter
- Harass fellow students, staff or the general public
- Be under the influence of alcohol or drugs
- Engage in behaviour which may offend, embarrass or threaten or harm other students, staff or the general public.

YOU ARE ENTITLED TO

- Be treated fairly and with respect by trainers, staff and other students
- Learn in an environment free from discrimination and harassment
- Pursue your education goals in a supportive and stimulating environment
- Have your training records and personal information stored and maintained in a confidential, secure and professional manner
- Get information about assessment procedures and your progress in the course

Selection and Recruitment

Students will be recruited responsibly and ethically at all times and recruitment will be consistent with training package/product requirements. MAX Solutions complies with equal opportunity and anti-discrimination legislation with regards to selection and recruitment of students.

There may be course entry requirements and qualification pre-requisites that need to be adhered to, due to health and safety or language requirements. MAX Solutions' Trainer will discuss the entry requirements into these courses with potential students before the Enrolment and Induction Process.

A copy of the Participant Handbook are also available on the website www.maxsolutions.com.au and we recommend that students read the policies available on the website and/or contained in this Participant Handbook prior to commencement of the course.

Course/Program Information

Participants will receive the following information prior to enrolment:

- Client selection, enrolment and induction procedures
- Course information, including content and vocational outcomes
- Any fees and charges that apply
- Competencies to be achieved by student/trainees
- Entry requirements
- Methods of delivery and assessment
- Knowledge of qualification issuance to students on the completion or partial completion of the course
- Assessment procedures
- Vocational placement (if applicable to course)
- Arrangements for the recognition of prior learning (RPL) and credit transfer (CT)
- Provision for language, literacy and numeracy assessment
- Student support services
- Any other information specific to their course.

Learning Support

To ensure all participants have the complete and positive experience whilst undertaking training, MAX Solutions offers variety of learning support services which students are able to access throughout their time with MAX Solutions. If you feel or know you require additional support we encourage you to discuss this with us upon enrolment so we can work with you to develop a personalised support plan based on an assessment of your individual needs. As a MAX Solutions student you have access to one or all of the following support areas:

Language, Literacy and Numeracy support

All participants will undertake pre-enrolment eligibility assessments to ensure they have the skills to meet the language, literacy and numeracy (LLN) requirements and qualification entry requirements of their chosen training course. We encourage students with issues to seek assistance from MAX Solutions or your trainer. Participants who require additional LLN support or remedial support can be referred to LLN specialists for assistance.

Support/Counselling

MAX Solutions is at all times concerned with the welfare of our participants. Staff is required to respond to and attempt to alleviate any signs of distress or discomfort by students.

We understand that there may be times when personal issues may affect your ability to undertake your training. We encourage participants to advise us if there are personal issues which will impact their attendance or progression through the course. MAX Solutions staff will ensure options are available to minimise the impact on your course progress and provide alternatives, dependant on the circumstances, e.g., deferring course for a period of time.

If the participants has advised the staff member of a problem which requires professional assistance from an outside support or counselling service, then the staff member is to assist the student to contact the support or counselling service.

Support Service Details

National Training Hotline	133873
Translation and Interpreter Services	131450
Adult Learning Australia	www.ala.asn.au
Lifeline	www.lifeline.org.au 131114
Beyond Blue	www.beyondblue.org 1300 224 636
Youth Mental Health	1800 551 800
Drug and Alcohol Helpline	1800 888 236

MAX Solutions has existing partnering agencies which provide additional support to cope with life-personal challenges. These partnering agencies include:



Access and Equity

In accordance with the Federal and State based legislation, no individual student will be discriminated against (and access to courses will not be limited) on the basis of:

- Sex
- Sexuality
- Relationship Status
- Status as a parent or carer
- Pregnancy or Breastfeeding
- Race
- Religion or political conviction
- Disability
- Age.
- Membership or non-membership of an association or organisation of employers or employees

MAX Solutions is committed to providing ALL students with the opportunity to improve through training. Our commitment is:

- Incorporate Access and Equity principles into Student Service Standards for Training and Assessment activities
- Ensure fair and equitable access for students with a disability
- Selection procedures for course students must follow equal opportunity principles
- Flexible delivery arrangements may be provided to increase potential for course access
- Literacy and Numeracy and appropriate support provided
- Provide reasonable adjustment measures to the delivery of training and assessment services to meet the special needs of students
- Provide access to development opportunities to assist staff in the delivery of training and assessment services to under-represented groups
- Provide student support services

Further information about MAX Solutions' policy can be found on the website www.maxsolutions.com.au.

Flexible Training Approach

We are committed to the provision of flexible training approach with higher learning outcomes for students. We have structured our training programs to guarantee that we meet the needs of a wide-range of students, regardless on whether it is a short course or full qualification.

Our flexibility training approach supports the national training system, the values and methodology which increases choice on what, when, where and how people learn.

Employers benefit from the capacity to integrate training system into their workplace in a way that suits their business, while students can be provided training that best fits their learning methods and assists them in their balance of work, life and educational commitments. Flexible training approach incorporates an assortment of delivery methods such as:

- Distance Education
- Mix-mode delivery
- Online Learning
- Self-paced and self-directed learning
- Face-to-face workshops

Your trainer will support both the practical and theoretical components of the course using a flexible learning approach.

Training and Assessment Standards

MAX Solutions Trainers and Assessors have appropriate qualifications, expertise and experience to deliver quality training and assessment which meets national Standards and Guidelines. Students are advised of assessment requirements before training commences.

Flexible Learning

MAX Solutions is committed to providing students with flexibility in their learning by taking their personal situations into consideration so as to:

- maximise learning outcomes, and
- optimise access to learning activities.

Flexible learning can include face-to-face or distance learning, on and off the job, online or a mixture of the options.

Some government funded programs, including short courses are classroom based and may not be able to provide the flexibility available for other training options.

Assessment

Assessment is the process of collecting evidence and making judgments on whether competency has been achieved. The purpose of assessment is to confirm that you can perform the standard expected in the workplace. You will be provided with the assessment at the beginning of each unit of competency. Before starting the assessment, ensure you read the instructions carefully and talk to your assessor if you are not sure what is expected of you.

Assessment may consist of:

- **Demonstration:** demonstrating a work based task under the observation of your assessor. The demonstration may be on-the-job, in a simulated workplace, or during a role play. On-the-job demonstration can be assessed during vocational placement.
- **Oral or written questioning:** Questions are designed to ensure you have the underpinning knowledge to perform the task. Written questions may include multiple choice and short answers.
- **Case study or scenario:** case studies and scenarios give an opportunity to display problem solving and decision making skills. .
- **Project:** an exercise based on a real work situation, generally carried out during the normal course of work, without assessor observation
- **3rd party reports:** references or other documents from a 3rd party, such as an employer or supervisor that confirm you can complete specific workplace tasks.
- **Vocational Placement:** some qualifications include a mandatory workplace placement with an employer on an unpaid basis, organised by the RTO and your trainer. A vocational placement agreement defines roles and responsibilities of each of the parties to the agreement.

MAX Solutions will retain all assessment items and evidence for a period of at least 6 months following the completion of your course. Your trainer will provide you with feedback and outcomes of assessment at the completion of each unit of competency. We recommend that you keep a copy of your completed assessment tasks before submission to your trainers, as part of your records.

Recognition of Prior Learning (RPL)

Recognition including recognition of prior learning (**RPL**), is a process for giving candidates credit for skills, knowledge and experience gained through working and learning.

RPL evidence may include a combination of the following:

- Evidence of current competence
- Performance, demonstration, or skills test
- Portfolio, logbook, task book, projects or assignments
- Written presentation
- Interview
- Case studies

What steps are involved in RPL?

MAX Solutions staff will explain the RPL Process in more detail and should you wish to proceed, staff will provide you with an RPL Application Form. We will provide guidance on how to undertake a RPL Process. MAX Solutions provides students with a RPL Kit which contains the following:

- RPL Self Assessment Questionnaire
- Candidate Statements
- Third Party Report/s
- Information on types of evidence to support RPL Submission.

Should you wish to continue with the process, the kit will provide a picture of what evidence you will need to provide to support your claim of RPL. You will then be provided with a timeframe to complete the RPL Kit and submit it. Your trainer will then arrange for a face-to-face meeting to ask a series of questions and explore your existing skills and knowledge further that relate to the unit of competency which you are seeking RPL against. If you are unhappy with the decision, you will have a right to lodge an Appeal (Refer to *Complaints and Appeals*).

Credit Transfer (CT)

MAX Solutions recognise the qualifications, certificates and statements of attainment issued by all other Registered Training Organisations for nationally recognised training delivered in Australia.

Where it is identified upon enrolment that you have completed identical units of competency, you will be granted credit transfer automatically. You must provide a copy of the statement of attainment and/or qualifications (including a record of results) and the trainer will arrange to have the application processed. Successful RPL and CT applications can shorten the length of your course.

Complaints and Appeals

MAX Solutions ensures that all complaints and appeals are treated fairly and in accordance with the principles of access and equity and invite all students, employers and stakeholders to plainly state any complaints or feedback that they may have.

MAX Solutions will assess all complaints and appeals individually and makes decisions on the merit of the issue raised.

- Each Complaint and Appeal and its outcomes will be recorded in writing.
- Each Complaint and Appeal can be heard by an independent person or panel (i.e. someone or some panel that is mutually agreed upon as independent)
- Each Complainant:
 - Has the opportunity to formally present his or her case
 - Is given a written statement of the Complaint and Appeal outcomes, including reasons for the decision.
- We will act upon any substantiated complaint or appeal and these may result in a Continuous Improvement activity within MAX Solutions.

The General Manager Training is responsible for managing the resolution of any appeal or complaint and will be able to supply and assist with the relevant appeal or complaint form.

All appeals and complaints are reviewed and, if appropriate, will result in a corrective action or continuous improvements activity.

Complaints

Complaints can be made by students, employers or stakeholders in relation to the services provided by MAX Solutions as an RTO. If the student, employer or stakeholder feel MAX Solutions (staff, trainers etc) has not met its expectations, we encourage individuals to express their concerns or issues to MAX Solutions staff.

In accordance with national standards, MAX Solutions has a fair and equitable policy for dealing with complaints about any aspect of our training and assessment services. MAX Solutions staff will provide you with further information on the policy and procedure in relation to complaints handling. This policy is also available on our website www.maximussolutions.com.au

In the first instance, MAX Solutions will encourage parties to resolve problems through discussion and conciliation. If the complaint is not solved, you should complete a **Complaints Action Request Form** and follow the process on the form. This will ensure that the complaint is heard by the Compliance Manager and/or General Manager Training.

Except in extreme circumstances, the entire process should be finalised within 21 days.

When a complaint cannot be resolved, MAX Solutions acknowledges the need for an appropriate external independent agent to mediate between the parties. These external organisations include Australia Council for Private Education and Training (ACPET).

You have the right to:

- Have a support person present during any meetings
- Receive a written outcome of the process

Appeals

What happens if you are assessed as Not Yet Competent?

If you are assessed as Not Yet Competent you will be given the opportunity to develop the required skill level and resubmit your assessment. You will be allowed one re-sit of an assessment item. The re-sit assessment will be due at a date as indicated on the Assessment Cover Sheet.

If you feel the original assessment was not fair you can appeal the assessment. In the first instance you should discuss this with your trainer.

If after discussion you remain dissatisfied with the outcome, the trainer will require the student to lodge an appeal in writing. The appeal is to be submitted to the General Manager Training within 14 days of the result of the assessment being provided. A copy of the appeal will be placed on the student's file and a hearing will be arranged. An invitation will be issued to the student to attend a meeting within 5 working days.

A meeting will be held with the student and an independent assessor to provide the student the opportunity to present their grounds and demonstrate competence. If appeal is upheld, the student will be deemed competent and training results will be amended. If appeal is not upheld, the student will be advised of the outcomes and opportunity to arrange for an external independent assessor to re-assess the assessment and mediate the appeals process.

If you are not satisfied with the outcome of the complaints/appeals process, you have the right to contact your relevant State Training Authority or Training Ombudsman.

Where the RTO considers more than 60 calendar days are required to process and finalise the complaint or appeal, the RTO will inform you in writing, including reasons why more than 60 calendar days are required, and regularly update you on the progress of the matter.

Rules and Regulations

The following apply to all persons, staff and students:

- An individual's property is to be respected and not interfered with, without prior consent. Look after your own possessions. MAX Solutions accepts no responsibility for personal property lost or stolen at training sessions.
- Nobody has the right to interfere with another's ability to learn through disruption of classes or harassment of any kind.
- No aggressive physical contact or verbal abuse is to occur between any persons.
- Smoking is not permitted inside training facilities.
- Drinking alcohol and being under the influence of illegal substances is not permitted inside training facilities.
- Eating or drinking is not permitted in any space other than the designated areas.
- Clothing and behaviour should be appropriate and not cause offence to anyone.

- Mobile phones are to be turned off or placed on “silent” during classes and in study areas.

Failure to follow these rules may result in disciplinary procedures. (Refer to the Student Discipline Policy: www.maxsolutions.com.au)

Student Information

Students at all times must maintain appropriate behaviour and follow the organisation rules. Penalties for breaches of rules or unsuitable or disruptive behaviour will be imposed depending on the nature and severity of the breach. In the case of minor breaches, a warning will be given and penalties imposed for subsequent breaches. In the case of major or repeated breaches, penalties may be imposed immediately and the student may be requested to leave the course.

Punctuality

Participants are required to be punctual for all classes and training sessions. Please ensure arrival at the training venue at least fifteen (15) minutes prior to the commencement. Impeding the commencement to training will cause interruption and will alter the allocated training schedule.

Absences

If you are unable to attend scheduled training or assessment please notify your trainer or contact MAX Solutions prior to the commencement of the day’s training to ensure information and/or requirements for the next scheduled session are provided. The responsibility is on you to ensure work missed due to an absence is followed up.

Continued absences from training may impact on your progress in the course and successful completion.

Who do I contact if I can’t attend my scheduled course?

If you are absent due to illness, personal circumstances or other reasons, please contact your trainer or MAX Solutions on 1800 021 560 to advise as soon as possible.

Privacy and Access to your Records

You have the right to access your training records at any time. If you would like to view your file/record, contact MAX Solutions Training team and they will make the file/record available to you. Due to Privacy Principles, information about other students is not available.

MAX Solutions will not disclose information about a student unless it is in keeping with Principle 6 of the Australian Privacy Principles and written consent has been received from the student.

If you are undertaking a traineeship, your employer, as a party to the Training Contract, will be notified of your progress and attendance.

Health and Safety

MAX Solutions strives to achieve a high level of health and safety, which includes:

- Creation of a culture where all staff value and accept responsibility for injury prevention
- The application of sound risk management principles and techniques in the planning, implementation and review of operations
- Introduction of systems of heightened awareness and enables us to control health and safety risks arising from our activities

MAX Solutions requires all students to adhere to the following WHS practices:

- To protect your own health and safety and to avoid adversely affecting the health and safety of any other person
- To not wilfully or recklessly interfere or misuse anything provided by MAX Solutions in the interests of health, safety and welfare
- To cooperate with health and safety directives give by staff and trainers of MAX Solutions
- To ensure that you are not, by the consumption of drugs or alcohol, in such a state as to endanger your own health and safety or the health and safety of another person.

Change of Address or Change of Name

If during your course of study, your personal contact details change including address, contact phone numbers, first name or surname, you are required to notify MAX Solutions. Contact your trainer with these details, or email corporate.training@maxsolutions.com.au. This is very important as your certificate and/or Statement of Attainment is sent to your last known address.

Plagiarism and Collusion

Plagiarism is the act of copying and using other person's expressions or ideas, without due acknowledgement.

Collusion is the unauthorised act of a student presenting work, which is the outcome of directly working with others, as his/her own.

Intentional Plagiarism is associated with intent to deceive.

Unintentional Plagiarism is associated with a lack of understanding of plagiarism or a lack of skill in referencing/acknowledging others' work.

Plagiarism or collusion may be subject to the Student Discipline Policy (which is available on www.maxsolutions.com.au).

All assessments must be your own work. Plagiarism or getting others to do your work will not be tolerated.

If you copy from a published document (including the internet), or take another person's ideas and put it into your own words, you must follow referencing guidelines. Your trainer can provide you with more information to assist you in assuring correct referencing techniques are used.

Managing your Study

Continuous Improvement

MAX Solutions is committed to providing a high quality service and a focus on continuous improvement practices. MAX Solutions values feedback from all clients, including students and employers. Questionnaires are regularly used to collect formal feedback. You will be asked to provide feedback through questionnaires to assist us to continue to improve our services.

Course Outlines

Before the commencement of your course with MAX Solutions, you will be provided with a Training Plan or

Course Outline based on your enrolment and qualifications. Course Outlines provide you with the following:

- Course outcomes and pathways
- What skills and knowledge the course covers
- Entry requirements
- Units of competency/subjects to be undertaken

- Duration of course
- Timetable
- Participation requirements
- Resources and reference materials

Course Progression

MAX Solutions is committed to a systematic process of monitoring, recording, assessing and reporting the course progression of students. We are committed to proactively notifying and supporting students who are at risk of not completing. MAX Solutions will undertake the following steps to ensure students are aware and informed in relation to their course progress and status:

- Monitoring records management system
- Provide regular progress reports to students and employers
- Course evaluations – students
- Intervention strategies – for students who have been identified as ‘at risk’.

If a course will run for 12 months or more, course progress reports will be provided to all students on a regular basis to ensure students are fully informed and allow for self-monitoring. Where your employer is party to the Training Agreement, we will also provide them with information on your course progression.

Withdrawing/Deferring from your course

If you are having difficulty with your course, talk to your trainer or coordinator as they may be able to assist you in finding a way around the problem or look into alternative arrangements.

If you are unable to continue with your course, talk to your trainer or MAX Solutions Training Team. You may be eligible for a Statement of Attainment.

If you simply stop attending class, training sessions and handing in work, and are not contactable, it will be considered that you have abandoned your training.

If you wish to withdraw or defer from your course, you are required to complete the **Withdraw/Defer Form** which can be accessed from MAX Solutions.

You can withdraw from your course without penalty if:

- You enrol in subject and don't attend any classes or begin study
- You withdraw from a subject or stop study and no assessment events were required at this point or you have a progressive assessment at a pass level based on evidence contained in your student file
- You should notify your trainer and/or MAX Solutions Training Team of your intention to withdraw

Applications for refunds must be made in writing.

For further information, refer to the Refund Policy: www.maxsolutions.com.au

Misconduct and Disciplinary Procedures

Misconduct

Misconduct is any behaviour which disturbs the enjoyment of others, inhibits the performance of others and jeopardises the workplace, health and safety of others. Misconduct includes but is not limited to:

- Theft/fraud/violence/assault
- Inappropriate language
- Discrimination, harassment, intimidation or victimisation on all EEO and non EEO grounds
- Serious negligence including WHS non compliance

- Breaches of policy on staff/service users relationships
- Serious breach of confidentiality
- Refusing to carry out lawful and reasonable instructions
- Wilful disobedience
- Being affected by alcohol or drugs (both illegal and prescription) in that their faculties are so impaired that they are unfit to participate in activities
- Behaving in a way that is inconsistent with the continuation of a registered training contract
- Plagiarism or collusion

Disciplinary Procedures

Misconduct, will in the first instance, be dealt with by the Trainer and if necessary Corrective Action will be applied. Should adequate solutions to the issued not be reached, another meeting with the Trainer and the Compliance and Operations Manager will be held. If the issue is referred, the student will be provided with a written statement of the misconduct and required to sign a Student Agreement – Conduct.

If the issue requires a cessation of tuition, the student will be given notice in writing, giving formal reasons for the determination and if no less than 18 years of age, notice will also be given to the parent/guardian.

Where it is acknowledged that this is a continuance of the misconduct, the student will be requested to meet with a MAX Solutions representative to account for the circumstances under which this misconduct transpired and sign a declaration. The MAX Solutions representative will make a decision on the direction of action to be taken. At this phase, the student may be given a written notice of suspension from further training.

For training delivered in a third party environment (e.g., workplace), the third party's relevant disciplinary procedures will exist.

Fees and Charges

MAX Solutions maintains a fee structure for each course and qualification contained on its scope of registration.

The agreed fee structure, including course fees, administration fees, materials fees and other applicable fees are listed in your Training Agreement and/or on the Student Enrolment Form. The Training Agreement will also outline the payment schedule of fees. MAX Solutions requires payment of fees within 30 days of invoice date.

Details of fees are supplied in the course outline for each course and/or the **Student Fees Contribution Form**. The Student Contribution Form also contains information on exemption, partial exemptions that you may be eligible for. Please discuss this further with your Trainer and/or contact MAX Solutions Training Team.

Student or co-contribution fees

There are also many instances where Australian States and Territories provide subsidised training places for training initiatives, eg User choice for apprenticeships and traineeships, the WA Participation Program and ACT Skilled Capital. Students may be required to pay Student or co-contribution fees to the RTO.

Student or co-contribution fees are the student's contribution to the cost of the delivery of training and assessment.

Concessions or waivers may be available, depending upon the requirements of the various funding contracts. Specific information about student fees and waivers will be provided prior to enrolment into one of these training initiatives.

Refund Policy

MAX Solutions ensures that all fees paid are correctly receipted and recorded in accordance with the financial management policy and procedure and/or state based contractual requirements. All refunds are considered as per the MAX Solutions refund policy. MAX Solutions will only provide refunds under the below circumstances:

Course Cancellation

In the instance that MAX Solutions cancels a course, the student is entitled to a full refund or transfer of funds to another course.

In the instance that the course has been cancelled after it has commenced (and prior to completion), MAX Solutions will offer the student an alternative course or part thereof. If the alternative course is accepted by the student, no refund will be given and no additional fees will be charged.

If the alternative course is not accepted, a full refund will be provided to the student, including Administration Fee.

Enrolment Changes

If the student wishes to change and enrol into another course being offered by MAX Solutions, any fees paid may be applied to the new enrolment, with additional fees owing from the new enrolment to be paid by the student.

In the event of a student's enrolment being cancelled due to misconduct, no refund will be provided and any outstanding fees MUST be paid.

Student Requested Refund

If a student requests a refund prior to course commencement, a full refund (minus administration fee) will be provided to the student. Once the course has commenced, refunds will not be provided unless:

- The student can provide medical reasons with a Medical Certificate, OR
- The student can provide reasoning for their course enrolment to cease – personal hardship

If a refund is granted, the refund amount is to be pro-rata based on MAX Solutions Financial Management procedure. If a refund is not granted, any outstanding fees must be fully paid by the student.

Where a Course Material fee has been charged, a refund may be provided upon the return of any unused course materials.

Students must apply for refunds in writing and clearly outline the reasons for the refund request, and attach any supporting documentation.

Outstanding Fees

MAX Solutions adheres to a debt management procedure for all outstanding fees greater than 30 days. All payment terms and conditions are listed on your invoice as well as being clearly stated in your Training Agreement.

If fees are 14-30 days outstanding, a reminder call will be made to the payee with a follow-up reminder call.

If fees are outstanding after 30-74 days, MAX Solutions will advise the payee in writing that the matter has been referred to MAX Solutions legal representatives if there is no response from the payee after a second reminder letter has been issued. MAX Solutions legal representatives will then deal with the debt collection process.

Your results will not be released until such time outstanding fees are paid. Non-payment of fees will result in the interruption of your training.

Completion

Upon completion of your course, MAX Solutions will issue a Certificate or Statement of Attainment based on your results.

Issuing of Awards

In general, three (3) types of awards are issued by MAX Solutions:

Full qualification issued under the Australian Qualifications Framework. These qualifications include Certificate I to IV, Diploma, Advanced Diploma, Vocational Graduate Certificates or Diplomas. Full qualifications can only be issued once the student has been deemed competent across all the relevant units of competency making up the qualification. Information about the actual results of competency is available in your course outline.

Statement of Attainment is issued when the student is deemed competent in specific units of competency but not all the units of competency within the qualification.

Statement of Attendance is issued when a student attends a short course which is not within the Australian Qualifications Framework. To receive a Statement of Attendance, the student must have a satisfactory attendance rate. For example, a one day course would require 100% attendance.

Awards will only be issued upon the student meeting all course requirements. Qualifications and Statement of Attainment will be issued according to the *Standards for RTO's 2015*

Your results may be withheld if you have any fees owing or if you have been excluded from MAX Solutions course.

Re-issue or replacement of Certificates and Transcripts, Statement of Attainment

Certificates and Transcripts and/or Statement of Attainment are posted to you at the completion of your course. Make sure you keep copies of your transcripts because they list of all the competencies you have achieved.

If you require a replacement/re-issue Certificate and Transcript and/or Statement of Attainment, you must advise MAX Solutions in writing and a fee may apply. Where a fee applies, the fee must be paid before your replacement certificate or statement is posted.

Human and Physical Resources

Human Resources

MAX Solutions is committed to a high standard of training through high quality trainers. All trainers have:

- a thorough knowledge of the content of their units through formal study and practical on-the-job learning;
- extensive experience in industry in their field; and
- Qualifications in training and assessment.

Trainers keep current with industry developments through working in industry and participation in industry training programs. In addition they participate on an ongoing basis in training to enhance their training and assessment skills.

Physical Resources

Students have access to; or provision of; necessary facilities/materials/equipment. These include:

Training Room Facilities:

- adequate ventilation, heating/cooling to maintain a temperature at which people can work for sustained periods;
- provision of comfortable chairs, designed for use over a sustained period;
- adequate lighting for normal viewing, writing and reading but avoidance of glare, brightness and competing visual stimuli;
- tables suitable for writing, and which do not cramp students for space;
- clear sight and hearing from all points and to the point of presentation;
- audio visual equipment that is not intrusive (as required);
- clearly accessible amenities such as toilets and drink stations;
- telephones placed away from training rooms;



- rooms located away from external noise of any kind likely to disturb proceedings;
- Refreshment facilities

Legislation

MAX Solutions identifies and complies with relevant State or Territory laws including Commonwealth or State legislation.

Legislative Requirements

The organisation complies with all legislative requirements of State and Federal Government. Information provided to students will reflect current legislative requirements.

Legislation may include but is not limited to:

- Relevant State / Territory Vocational Education and Training Employment Acts
- Disability Discrimination Act 1992
- Equal Employment Opportunity Act 1987
- Human Rights and Equal Opportunity Commission Act 1986
- Privacy Act 2001
- Racial Discrimination Act 1975
- Age Discrimination Act 2004
- Anti-Discrimination Act 1991
- Health (Drugs & Poisons) Regulations 1996
- Health Rights Commission Act 1991
- Workers' Compensation and Rehabilitation Act 2003
- Workplace Health and Safety Act 2011

MAX Solutions Policies and Procedures will reflect current legislation, and will be updated to reflect any changes.

Apprenticeship Network Provider

Apprenticeship Network Providers are contracted by the Commonwealth Government to provide information, advice and assistance to employers, Apprentices/Trainees throughout the life of the training contract, and to assess, approve and process the payment of Commonwealth incentives and subsidies. It is important to note that only Australian Apprenticeship Centres can advise employers about their eligibility for Commonwealth payments. The employer can choose from a number of Australian Apprenticeship Centres and to find your nearest office, call the Australian Apprenticeship Hotline on 1800 639 629

State Training Authorities

State Training Authorities (STA) are the only authority with the State legislative responsibility to approve, refuse, amend, monitor and regulate Traineeships. The STAs work cooperatively with **Apprenticeship Network Provider** and supervising registered training organisations in exercising this authority. The parties to a training contract may raise any issue or concern regarding the Traineeship, or the provision of services, with either the Australian Apprenticeship Centre, the supervising registered training organisation or directly with the local office of the department.

Trainee Obligations

The obligations of a trainee are:

- Observe the conditions of the relevant employment agreement or award
- Attend and perform work as directed by the employer
- Behave in a courteous and professional manner
- Obey all lawful directions
- Work towards achievement of the competencies detailed in the Training Plan
- As instructed, undertake any training and assessment detailed in the Training Plan
- Maintain a record of training in their Training Record Book

NOTE: While the Trainee is under 18 years, the parent/guardian identified in the training contract must ensure he/she upholds the responsibilities listed above. When the trainee turns 18, the parent or guardian is no longer party to the contract.

The training contract ends on the signing of a completion agreement acknowledging the completion of the training.

Probationary Period

Probation is generally for a period of between 30 and 90 days, depending on a number of variables. Local departmental offices and Apprenticeship Network Providers can provide information on the appropriate probationary period for the Traineeship.

Trainees should consider issues that include the following:

- Suitability for the traineeship
- Level of satisfaction with their choice of industry and training scheme
- Ability to commit themselves to the employer for the duration of the traineeship
- Whether the industry offers them a future
- Satisfaction with relevant industry relations arrangements

If, for any reason during probation, either party wish to withdraw from the training agreement the right exists to unilaterally do so. That right exists during probation only and expires with the expiry of the probation period. It is therefore imperative that the parties use probation wisely and for the purpose it is intended.

Training Plan

There must be a Training Plan for all Trainees and if the person is under more than one training contract, there must be a Training Plan for each Traineeship.

A Training Plan provides a structured approach to the development and attainment of skills for a particular qualification. A Training Plan must be negotiated and the contents agreed to by the Trainee, employer and registered training organisation. The Training Plan must be finalised during the Probation period and signed by the parties. Registered Training Organisations such as MAX Solutions can be funded by the department to assist the parties in identifying skill needs and to discuss the prioritising of skill attainment.

A properly negotiated Training Plan will:

- Provide an opportunity to select what, how, where and when skills will be achieved
- Provide a measure to assess the Trainee's progress
- Assist the parties to manage, plan and map the Trainees work rotation
- Identify a timeframe by which skills must be demonstrate
- Detail the training methods to be undertaken and the monitoring arrangements (i.e., how and when assessment will occur).

Over the duration of your traineeship, the Training Plan will be reviewed and updated version/s will be distributed and will require your signature. MAX Solutions will provide you with a copy of the reviewed, signed and completed Training Plan once all parties have agreed.

Training Record Book

MAX Solutions is required to issue a Training Record Book to trainees within 14 days of the Training Plan being signed. The purpose of the Training Record Book is to record the achievement of competencies agreed within the Training Plan. Training Record Book is an important document that must be kept by the Trainee in the workplace throughout their training program and given to the employer and MAX Solutions for inspection and to have entries updated, on a regular basis of no more than 3 months.

The Training Record Book belongs to the Trainee and may be used to:

- Show employers what training they have completed
- Gain credit or exemptions in another training course
- Assist in preparing future job applications
- Determine competency levels thereby supporting eligibility or ineligibility for wage progression
- Confirm completion of the training program and eligibility for issue of a qualification
- Assess skill levels should competency be the subject of dispute between the Trainee and the employer

Cancellation

Cancellation of a training contract should only be considered as a last resort, after all efforts have been made to resolve the issues that threaten the continuation of your training.

During the probationary period, either party (the trainee or the employer) can withdraw from the traineeship and cancel the training contract at any time.

Once probationary period has completed, the training contract can only be cancelled through:

- The mutual agreement of the parties, i.e., the employer, trainee and where relevant, the parent or guardian; or
- Where the parties do not agree, application made to the state training authority, which will decide the matter; or
- Determination of the state training authority.

- Prior to considering cancellation action, the parties should make every effort to resolve their difference. Departmental officers can assist in resolution negotiations.

Mutual agreement

Should the parties mutually agree to cancellation of the Training Contract, they must prepare and sign a written request to cancel and forward it to their nearest departmental office.

The request should nominate the reason for cancellation and the agreed date of cancellation. The cancellation takes effect on approval by the State Training Authority.

Cancellation where parties to not agree

If one party only wishes to withdraw from the Training Contract, an application for cancellation can be lodged with the State Training Authority for its investigation and will call a hearing. Whilst awaiting the decision, the employment and training contract maintains its status as a legally binding agreement. Accordingly, the parties are obliged to continue to honour their commitments under the contract.

If you want more information on Traineeships in your State/Territory, please contact MAX Solutions Training Team who will be able to assist you with your questions.

Traineeship Fees and Charges – Tuition Fees

Some Trainees will be required to pay fees relating to their training. Criteria relating to the maximum fees payable and to exemptions from fees exist. MAX Solutions will explain how these fees relate to you during the Enrolment/Induction Process, with some student contribution fees calculated per nominal hour for each Unit of Competency delivered. The dollar rate per nominal hour is included on the **Student Fees Contribution Agreement** form.

If by chance, you withdraw from the Traineeship before completing all of your training, you should contact MAX Solutions to discuss the refund of any fees for training not yet commenced. For those Units commenced by not yet completed, a proportionate payment of the Student fees, will be made. Please refer to MAX Solutions **Refund Policy** in the Student Handbook.

The **Student Fees Contribution Agreement** also lists the exemption categories that apply in your state/territory with regards to Student Contribution Fees. If you fall into one or more of the exemption/partial exemption categories, MAX Solutions will apply the exemption to the Student Contribution Fees.

Payment plans and payment schedules of Student Fees will be negotiated and agreed to during the Enrolment and Induction Process.