# Table of Contents

<table>
<thead>
<tr>
<th>Section</th>
<th>Page</th>
</tr>
</thead>
<tbody>
<tr>
<td>TABLE OF CONTENTS</td>
<td>1</td>
</tr>
<tr>
<td>A. INTRODUCTION TO UPSKILLED</td>
<td>3</td>
</tr>
<tr>
<td>1. About Upskilled</td>
<td>3</td>
</tr>
<tr>
<td>2. About This Student Handbook</td>
<td>3</td>
</tr>
<tr>
<td>3. Available Upskilled Staff Resources</td>
<td>4</td>
</tr>
<tr>
<td>4. Facebook Study Groups</td>
<td>5</td>
</tr>
<tr>
<td>5. Amendments to This Handbook and Policies</td>
<td>5</td>
</tr>
<tr>
<td>B. ADMISSIONS AND ENROLMENT</td>
<td>6</td>
</tr>
<tr>
<td>1. Recognition of Prior Learning (RPL)</td>
<td>6</td>
</tr>
<tr>
<td>2. Credit Transfer</td>
<td>6</td>
</tr>
<tr>
<td>3. Support to Students with Special Needs and Disabilities</td>
<td>7</td>
</tr>
<tr>
<td>C. LEARNING WITH UPSKILLED</td>
<td>8</td>
</tr>
<tr>
<td>1. Welcome Email</td>
<td>8</td>
</tr>
<tr>
<td>2. Upskilled Student FAQs</td>
<td>8</td>
</tr>
<tr>
<td>3. Login Details to MyUpskilled</td>
<td>8</td>
</tr>
<tr>
<td>4. Training Plan</td>
<td>8</td>
</tr>
<tr>
<td>5. Students on a Traineeship</td>
<td>9</td>
</tr>
<tr>
<td>6. Learning Materials</td>
<td>9</td>
</tr>
<tr>
<td>7. Course Time Limits and Progression</td>
<td>9</td>
</tr>
<tr>
<td>8. Course Updates</td>
<td>10</td>
</tr>
<tr>
<td>9. Superseded Courses and Course Transitions</td>
<td>11</td>
</tr>
<tr>
<td>10. Structured Workplace Learning (Work Placement)</td>
<td>11</td>
</tr>
<tr>
<td>11. Graduation and Certification</td>
<td>12</td>
</tr>
<tr>
<td>D. ASSESSMENTS</td>
<td>13</td>
</tr>
<tr>
<td>1. Background</td>
<td>13</td>
</tr>
<tr>
<td>2. Types of Assessment</td>
<td>13</td>
</tr>
<tr>
<td>3. Submitting Assessments</td>
<td>14</td>
</tr>
</tbody>
</table>
A. Introduction to Upskilled

Welcome to Upskilled and the start of your journey to the career you love! At its core, Upskilled is committed to exploring the educational opportunities made possible through online learning. The two virtues of learning in the digital world - instant access to knowledge and flexibility - are unprecedented, but so is the challenge they propose. A new kind of Student demands a new way of learning.

It’s a challenge we answer first by listening:

- to the industry when it details the expertise graduates will require to thrive in that environment, and
- to our passionate course Trainers when they pioneer new methodologies to make our virtual environment more supportive, interactive, and engaging, and
- to our Students who proactively seek to take charge of their professional development.

1. About Upskilled

Upskilled Pty Ltd (RTO 40374) is a Registered Training Organisation (RTO), which is registered by the Australian Skills Quality Authority (ASQA) to deliver Vocational Education and Training (VET) services. The qualifications we deliver and award are part of the Australian Qualifications Framework (AQF) and are Nationally Recognised Training (NRT) qualifications, which are recognised across Australia.

RTOs can offer the following qualifications: Certificates I, II, III and IV, Diplomas and Advanced Diplomas, Vocational Graduate Certificates and Vocational Graduate Diplomas.

2. About This Student Handbook

Upskilled has created this handbook to act as your guide to navigating your online learning experience. We want to make sure you have all the information you need for study with Upskilled, understand what you can expect from us, and what we will expect of you.

We urge you to read through this document prior to beginning your course, and to refer to it should you have any questions as it outlines or refers to our terms, conditions and policies. In this document you will be able to find detailed information and links to Upskilled policies and guidelines, contact details, resources and forms.

We are very excited to have you as a Student and hope that your educational experience with Upskilled is better than you ever expected. Good luck on your journey, and here’s to finding the career you love!
3. **Available Upskilled Staff Resources**

Upskilled is an online learning provider which means you can study anytime, anywhere. Though we try to be as available to our Students as much as possible, please keep the following in mind:

- **Our Trainer and Student Support contact hours are 9:00 am to 5:00 pm (AEST), Monday – Friday**
- **If you would like to schedule telephone contact with your Trainer or Student Support outside of these hours, please send them an email to arrange a suitable time.**

**Trainers**

- You will be allocated a designated Trainer for the duration of your course*. Your Trainer’s role is to provide training, mentoring and assessment guidance.
- Your Trainer will be in contact with you within seven (7) business days of your Course Commencement.
- You can contact your Trainer via:
  - Calling 1300 009 924
  - Live chat (on MyUpskilled)
  - Email your Trainer

* Please note that while we endeavor to ensure you retain the same Trainer, sometimes staffing changes happen. If this occurs – we will contact you as soon as possible to introduce you to your new Trainer.

**Student Support**

- You will be allocated a designated Student Support officer for the duration of your course*. Their role is to help you navigate through MyUpskilled which is our online Learning Management System (LMS), and to answer any questions you may have regarding completing your course.
- You will receive a call from your personal Student Support officer within two (2) business days of receiving your enrollment login details.
- You can contact your Student Support officer via:
  - Calling 1300 009 924
  - Live chat (on MyUpskilled)
  - Email: studentsupport@upskilled.edu.au

* Please note that while we endeavor to ensure you retain the same Student Support officer, sometimes staffing changes happen. If this occurs – we will contact you as soon as possible to introduce you to your new Student Support officer.
4. Facebook Study Groups

If you haven’t already - now’s a great time to join our Facebook study groups. These are private groups moderated by Upskilled Trainers, that allow Students to experience fellow-Student support, ask questions, find study partners, and share information.

Students who are admitted to each group must provide proof that they are current Students of that qualification, so please be prepared to answer a few questions when applying to join. Also, please ensure you read and follow the group rules, as violations and misuse will result in post deletion or removal from the group.

You can find the group relevant to your qualification at:
URL: www.facebook.com/Upskilled/groups

5. Amendments to This Handbook and Policies

Upskilled may amend this handbook and related policies from time-to-time. All current versions will be posted on our website.
B. Admissions and Enrolment

1. Recognition of Prior Learning (RPL)

1.1. Upskilled recognises Students may have acquired vocational skills from a variety of different sources, other than formal training. These skills are valid, irrespective of how they were acquired.

1.2. The stated assessment outcomes in competency-based courses for Recognition of Prior Learning will be RPL.

1.3. Upskilled, in accordance with NVR Standards, offers candidates the opportunity to gain RPL by providing appropriate evidence to ensure no reduction in the quality or integrity of the AQF qualification.

1.4. Students who believe they have the skills and knowledge that would be covered in their training program should apply before commencing their course to have their skills and knowledge assessed, and where appropriate, have the training program reduced.

1.5. Students can make an application for Recognition of Prior Learning at any time during the training program.

1.6. An RPL course kit can be obtained from MyUpskilled (LMS).

1.7. Please see our Student’s Guide to RPL for more information.

2. Credit Transfer

2.1. Credit Transfer means credit towards a qualification granted to Students based on competency outcomes gained through participation in a nationally recognised training package qualification with another Registered Training Provider, as outlined in NVR Standards.

2.2. All Australian Qualifications Framework (AQF) qualifications and statements of attainment issued by other registered training organisations will be recognised by Upskilled, and where appropriate could be used to reduce the training program.

2.3. Credit transfer applications can be downloaded from the Pre-course Requirements section on MyUpskilled (LMS), or on request from Student Support.

2.4. As part of the Credit Transfer application process, Students are required to upload a certified copy of the original AQF certification, including the transcript, with the signed credit transfer application to the Pre-course Requirements section on MyUpskilled (LMS).

2.5. Alternatively, Students can give Upskilled permission to directly view a USI transcript online via the USI transcript Service (www.usi.gov.au), in coordination with Student Support. However, students will still be required to submit their signed credit transfer application to the Pre-course Requirements section on MyUpskilled (LMS) as above.

2.6. All credit transfer applicants must give signed permission to enable Upskilled to verify any qualifications with the original issuing party, or ASQA if required.
3. **Support to Students with Special Needs and Disabilities**

3.1. Reasonable Adjustment may be required to support learners with disabilities or specific learning difficulties that are beyond the control of the learner. These may include:
   a. Physical disabilities or impairments; or
   b. Intellectual and cognitive disabilities; or
   c. Other specific issues that may impact on learning (such as dyslexia)

3.2. During the enrolment stage, prospective Students are asked to disclose on their enrolment form any disabilities or specific learning requirements that may impact on their ability to undertake the course.

3.3. If a Student has flagged disability on their enrolment form, they will be contacted by Student Support to see if they will require additional support.

3.4. Students who require additional support will be assisted by the Faculty Head in establishing reasonable adjustments.

3.5. Reasonable adjustments may be provided for Students with disability or learning difficulty/s according to the nature of the disability or difficulty.

3.6. Reasonable adjustments are made to ensure that the Student is not presented with barriers to demonstrating achievement in the program of study.

3.7. Reasonable adjustments may include the use of educational support and alternative methods of assessment such as oral assessment.

3.8. Reasonable adjustment will not compromise the level of competence in any unit of competence, and the integrity of the qualification will not be impacted.

3.9. Upskilled may not always be able to provide reasonable adjustment due to costs or resource requirements outside of our capacity, or inability to meet course requirements.
C. Learning with Upskilled

1. Welcome Email
   1.1. You would have received a "Welcome to Upskilled" email which will give you details on your pre-course requirements and other important information. Please keep a copy of this email for future reference.
   1.2. For more information on pre-course requirements: https://www.upskilled.edu.au/faq/Student-faqs/pre-course-requirements

2. Upskilled Student FAQs
   2.1. This is your online Student resource, which answers many of our Student FAQs. It is also a great repository for study tips and has links to our Student handbook, forms and other policy documents you might need to reference, which can be found here: https://www.upskilled.edu.au/faq/student-faqs

3. Login Details to MyUpskilled
   3.1. You would have received an email with your login and password details, as well as instructions on how to navigate through MyUpskilled, which is Upskilled’s Online Learning Management System (LMS). Here you can communicate with your fellow Students and your Trainer, and have access to your course at any time, any day during your enrolment period.
   3.2. Students can request their login details to be resent from Student Support by emailing: studentsupport@upskilled.edu.au

4. Training Plan
   4.1. Your Training Plan is a very important compliance document which outlines the unit details and assessment schedule of your course and may be referenced to ensure your online course progresses satisfactorily.
   4.2. Your Training Plan will be sent to you separately via email, and it is important that you fill, digitally sign, and submit this document as quickly as possible.
   4.3. If we do not receive your signed Training Plan within ten (10) business days of enrolment, access will be suspended until it is received.
   4.4. It is recommended that you print and retain a copy of the Training Plan for your own reference, as this is the schedule you are required to adhere to during your course duration.
   4.5. The signed Training Plan is likewise mandatory for us to process your AQF qualification documentation once you have been deemed competent and completed your course.
   4.6. To discuss or request a copy of your Training Plan: email: studentsupport@upskilled.edu.au
5. Students on a Traineeship

5.1. If you have been signed to an Apprenticeship/Traineeship Contract by your employer, you must understand the following:
   a. This is a legally binding agreement between yourself, the employer and the applicable state training authority, and
   b. You must learn and work to develop the skills and knowledge required, and
   c. Undertake the training delivered to you on the job, and
   d. Study and undertake all learning and assessments assigned in your Upskilled course, and
   e. Comply with the terms and conditions of your contract, including scheduled start and end dates.

5.2. Your employer’s obligations under the training contract include:
   a. Employ and train as agreed to, in the training contract and training plan, and
   b. Provide appropriate facilities and assign competent supervision in the workplace to assist in the training stipulated in the training plan, and
   c. Allow workplace time to attend to studies and training.

6. Learning Materials

6.1. Your course learning materials will include Upskilled’s online learning content, ebooks and video resources. Depending on the course you select, you will also be able to view and learn from online e-learning content including LinkedIn Learning, Pluralsight, ClickView, or a combination thereof. Upskilled’s online learning content may include:
   a. Learning activities
   b. Case studies
   c. Recommended reading material
   d. Videos & tutorials
   e. Research activities
   f. Practice activities

7. Course Time Limits and Progression

7.1. Students are expected to complete their course within the time limit outlined in their Training Plan.

7.2. All courses will expire post the time limit stated in the training plan unless granted an extension by Student Support.

7.3. Course extensions can be granted within a Maximum Time Limit with no additional fee, as defined below in table 8.2.

7.4. Upskilled reserves the right to cancel all Students whose courses have expired past their Maximum Time Limit.

7.5. Any extensions beyond the Maximum Time Limit (max extension by 6 months) can be requested by the Student to their Student Support Officer and will incur an additional monthly fee of $300.
7.6. If a Student is on State or Government Subsidised Training (SGST), they are under obligation to complete the course as agreed in their Training Plan under the State Contract which may differ from the Maximum Time Limit above. If a Student does not complete the course within the agreed time frame, Upskilled reserves the right to cancel and remove them from the SGST.

7.7. Students under SGST are recommended to submit a minimum of one assessment every forty (40) days in order to ensure the course is completed within stipulated timeframes. Upskilled will monitor progression regularly in line with the training plan and reserves the right to cancel Students due to lack of progression.

7.8. Upskilled also reserves the right to postpone or cancel the training of any Student if it considers there to be an unreasonable number of attempts by the Student to complete required assessments within the given timeframe. Please see Attempts at an Assessment for more detailed information.

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<thead>
<tr>
<th>Level</th>
<th>Maximum Time Limits from date of commencement (months)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Certificate I, II, III</td>
<td>up to 12 months</td>
</tr>
<tr>
<td>Certificate IV</td>
<td>up to 18 months</td>
</tr>
<tr>
<td>Diploma</td>
<td>up to 24 months</td>
</tr>
<tr>
<td>Advanced Diploma</td>
<td>up to 18 months</td>
</tr>
<tr>
<td>Graduate Certificate</td>
<td>up to 12 months</td>
</tr>
<tr>
<td>Graduate Diploma</td>
<td>up to 24 months</td>
</tr>
</tbody>
</table>

Table 8.2

8. **Course Updates**

8.1. Upskilled regularly reviews all courses to make sure they are up-to-date, relevant and in line with industry and regulatory requirements.

8.2. Updates to course materials and assessments during your studies may occur as a result.

8.3. You will be notified of any major changes to course materials two (2) weeks prior to implementation.
9. **Superseded Courses and Course Transitions**

9.1. From time to time, qualifications and units of competency (units) are changed due to emerging industry requirements.

9.2. When qualifications or units of competency are upgraded, the ‘old’ qualification/unit is called ‘superseded’.

9.3. If your qualification or some of your units of competency become superseded during the time you are studying, Upskilled will offer and encourage you to complete or transfer to the new qualification once the new qualification is on the Upskilled scope of registration. This process is called ‘transitioning.’

9.4. In case of transitioning there will be no administrative fee.

9.5. If Upskilled is unable to add the new qualification on scope, we will endeavour to transfer the Student to an RTO offering the new qualification.

9.6. If Upskilled is unable to transfer a Student to a new qualification at Upskilled or another RTO, it will refund the fees paid by the Student.

9.7. All training and assessment must be finalised within the timeframe specified under the AQF.

9.8. Students wishing to enrol in a qualification that is in its transition period will be offered information about the new course to make an informed decision prior to enrolment.

9.9. Students will be issued with a certificate or statement of attainment where applicable.

9.10. Please note that the maximum time limits will apply from the date of original course enrollment.

9.11. Upskilled will give special consideration to maximum time limits where there have been significant changes to the superseded course.

9.12. If a qualification is deleted and not replaced, Students will be notified and will have until the teach-out date to complete all assessments for the qualification, usually 12 months.

10. **Structured Workplace Learning (Work Placement)**

10.1. For some qualifications, successful completion of work placement in an approved workplace is required to receive your qualification.

10.2. Suitable work placement will be offered by a dedicated Upskilled Work Placement Officer within sixty (60) days of Course Commencement. The commencement date for work placement will be negotiated with the participant and the workplace and will be after the first sixty (60) days.

10.3. Each workplace will be provided with a list of activities to be completed during work placement which accompanies the work placement contract.

10.4. Upskilled Trainer/Assessors will visit the workplace and interview the Workplace Supervisor in relation to the Student’s work and attendance and will carry out observation of skills in the workplace.
10.5. If a work placement visit cannot be organised due to the unavailability of some or all parties, a professional conversation between Upskilled's Trainer/Assessor, the Student, and the Workplace Supervisor will take place for validation of the Student's practical skill ability. Where possible, practical skills will be simulated and assessed by the Trainer/Assessor via video link.

11. **Graduation and Certification**

11.1. The Australian Qualifications Framework (AQF) certification documentation will be issued within thirty (30) days of the learner having successfully completed all course requirements, including:
   a. successfully completed all assessments and work placement (where applicable)
   b. having been deemed to be competent in all your areas of study
   c. meeting all your financial obligations
   d. having obtained a Unique Student Identifier (USI)

11.2. The Australian Qualifications Framework (AQF) certification documentation may consist of either:
   a. **A Testamur**: Students who successfully complete all course requirements will be issued with a certificate of completion, and
   b. **A Record of Results**: for Nationally Recognised Training qualifications only. This record follows AQF guidelines and is a list of the competencies you have achieved, or
   c. **A Statement of Attainment**: when an individual has completed one or more units of competency from a Nationally Recognised Training qualification.

11.3. Upskilled does not issue digital versions of certificates for copyright infringement reasons

11.4. Students can request a copy of the certificate or statement of attainment to their Student Support Officer, who will send them an application form. The application will include requirement of identification and payment of $110.
D. Assessments

1. Background

Assessments are an important part of the course and must be completed successfully for you to progress through the course and receive your qualification. Upskilled’s assessment system is designed to ensure Students are assessed under the regulator’s Principles of Assessment, and recognises individual Students and courses may require various assessment types, including Recognition of Prior Learning (RPL).

These assessments are integral to your learning experience and help you consolidate and integrate new knowledge and develop practical skills by gathering, consolidating and discussing evidence about your learning.

To be awarded a Nationally Recognised Qualification, you must demonstrate that you have achieved competency in all aspects of the qualification. Evidence of competence is assessed through assessment tasks that have been set up in MyUpskilled (LMS), our online Learning Management System (LMS), and for some courses workplace assessment is required.

Competency is the ability to apply knowledge and skills to meet a particular standard of performance required in the workplace, with the ability to transfer and apply those skills and knowledge to new situations and environments.

If there is any question of competency being achieved, your Trainer may request you to complete a supplementary assessment to confirm their judgement.

2. Types of Assessment

2.1. *kChecks*: These are positioned throughout the course to assess your understanding of the knowledge being taught. These are in the form of questions requiring answers and are submitted within MyUpskilled (LMS).

2.2. *Written Assessments*: These may include short answers, essays, scenarios, case studies, presentations or other written accounts of tasks or activities.

2.3. *Video or Audio Based Assessments*: Students may be required to record themselves and others, undertaking a defined scenario or role play demonstrating skills developed during study.

2.4. *Verbal Assessments*: Students may have structured interviews with their Trainer. The nature and scope of the assessment will be provided before the assessment.

2.5. *Workplace Assessments*: Workplace assessments are a core part of Structured Workplace Learning, for some courses. Information about workplace assessment requirements will be made available on MyUpskilled (LMS).

2.6. *Recognition of Prior Learning (RPL)*: RPL uses evidence from formal, non-formal and informal learning rather than from specific assessment activities directed by Upskilled. This evidence is often combined with assessment activities sometimes known as ‘challenge testing’. RPL assessment is conducted with the same rigour as any other form of assessment. Where
gaps are identified in the RPL process, the RPL assessor will ask for additional evidence. Please see our Guide to RPL for more information.

3. Submitting Assessments

3.1. You will be provided instructions on how to submit your assessments in MyUpskilled (LMS). Please read through the instructions in detail before making any attempt at submitting an assessment.

3.2. If you have any concerns or questions about assessment submission you can contact your Trainer.

4. Plagiarism

4.1. Plagiarism is the act of passing off another person’s work as your own. Examples include copying or summarising the work of another person without recognising the source.

4.2. Any Student found plagiarising in the first instance will receive one attempt to rectify their work.

4.3. If there is a second instance the Student will receive a written warning and a Not Yet Competent (NYC) result in the assessment attempted without rectification.

4.4. A third instance of plagiarism will result in the termination of the Student’s enrolment.

4.5. Any person who knowingly aids another person to commit plagiarism shall be dealt with as if they themselves had committed plagiarism.

4.6. Electronic and other plagiarism detection tools are used on Upskilled systems.

4.7. There will be no refund if a Student’s enrolment has been terminated due to the above - please see our section on Refunds.

5. Assessment Marking and Feedback

5.1. Your assessments should be marked by your Trainer within ten (10) business days, where you will also be provided with feedback.

5.2. If you need further clarification, you should contact your Trainer who can help you understand the assessment feedback.

6. Assessment Judgement

6.1. The completed Unit of Study assessment-based outcomes are:
   a. Competent (C) - when the Student can demonstrate competency in all assessment outcomes
   b. Not Yet Competent (NYC) - when the Student has not yet demonstrated competency in all assessment outcomes

6.2. A Student is deemed to be Competent when all assessment outcomes, including work placement, have been completed to a competent level within a Unit of Competency.

6.3. Until that Unit of Competency is marked Competent, individual assessments will be marked Competent or Not Yet Competent.
7. **Attempts at an Assessment**

7.1. Upskilled encourages the Student to use Trainer feedback to re-attempt an assessment if they receive a NYC result.

7.2. If you have received a NYC result, you may submit a second assessment attempt once you have made all the required amendments based on Trainer feedback.

7.3. If a second attempt is unsuccessful, you need to read the assessment feedback and make the appropriate changes or carry out suggested learning activities before you submit your third and final attempt.

7.4. Upskilled can defer or cancel the Student’s enrolment should there be excessive attempts made to achieve competency within the given course time limit. There will be no refund given in this scenario, please see our section on refunds for further details.

7.5. We are not obliged to provide more than one attempt at an assessment activity by a Student. However Upskilled does allow for 3 attempts (at most) per assessment as Students need an opportunity to respond to constructive Trainer feedback.

7.6. If deemed warranted by the Trainer or Faculty Head, a further attempt may be allowed on a case-by-case basis.

7.7. After all attempts have been exhausted the grade will be set as Not Yet Competent.

8. **Appealing an Assessment Decision**

8.1. If you are dissatisfied with the assessment or task/answer result received by your Trainer you are entitled to have your assessment submission reviewed.

8.2. To appeal a marked assessment task/answer, within ten (10) business days you must in writing ask for a review of the assessment result to Student Support at studentsupport@upskilled.edu.au.

8.3. Once the written appeal has been received, the Faculty Head will consider the appeal application in consultation with the course Trainer. You will be advised of the result of the assessment appeal in writing within fifteen (15) business days.

8.4. If, after review, you are still dissatisfied with the assessment task result, you can escalate the appeal to the RTO Manager. The assessment result will be moderated by a different Trainer and the results discussed with you. This decision will be final, and the result will be recorded in Upskilled systems.

8.5. A record of all appeals received, and documented outcomes will be stored on the Upskilled Customer Relationship Management System (CRM). This information will be used to review Upskilled’s processes and practices.
9. **Assessment Standards**

9.1. Upskilled will comply with the assessment guidelines defined in the relevant nationally endorsed Training Package, or companion guides. Upskilled ensures that the competency assessment is determined by a vocationally competent assessor, and that each qualification and its assessments undergo regular validation reviews. Assessments may be improved from time to time and added to your course to ensure the most up to date assessment activities are being assessed.

9.2. Assessments are mapped to part or whole of a unit of competence and successful completion and being deemed competent (only if all assessment parts for the unit are completed to a competent level), will lead to a statement of attainment or qualification being issued at various exit points of the qualification, depending on these mappings.

9.3. Assessments follow the principles of assessment and are:
   a. **Valid** - assessment methods will be justified by Upskilled based on the evidence of performance by the individual Student. That means assessments must be against the unit/s of competency and cover a broad range of evidenced and demonstrable skills which are able to be practically applied by the Student in similar situations.
   b. **Reliable** - assessment procedures must be reliable, that is, they must result in consistent interpretation of evidence from the Student, irrespective of the assessor conducting the assessment.
   c. **Fair** - assessment procedures will be fair, to not disadvantage any Students. Assessment procedures will:
      (i) be equitable, culturally and linguistically appropriate, and
      (ii) involve procedures in which criteria for judging performance are made clear to all Students, and
      (iii) employ a participatory approach, and
      (iv) provide for Students to undertake assessments at appropriate times and where required in appropriate locations.
   d. **Flexible** - assessment procedures will be flexible, that is, they should involve a variety of assessment methods that depend on the circumstances surrounding the assessment, including the Student’s needs and competencies acquired.

9.4. We will achieve this through:
   a. careful design of the assessments and through engagement with Industry;
   b. validation and moderation of the assessment judgements to confirm Upskilled’s assessment system, conducted in a regular and systematic manner; and
   c. an understanding of the definition and practical application of the above definitions.
10. Assessment Methods

10.1. Our assessments and assessment methods ensure that we focus on the application of the skill and knowledge as required in the workplace, including but not limited to:
   a. Task skills (doing the job)
   b. Task management skills (managing the job)
   c. Contingency management skills (what happens if something goes wrong)
   d. Job-role environment skills (managing your job and its interaction with others around you)

10.2. Assessments may be carried out in a simulated work context as advised by the Training Package assessment conditions. We will ensure we assess you in enough detail to ensure that we can determine you have attained competency.

10.3. Alternate assessment methods including Reasonable Adjustments may be considered to accommodate special needs or circumstances.

10.4. All requests for Reasonable Adjustments must be requested in writing to the Trainer prior to the assessment due date, as outlined in the Training Plan.

10.5. Re-assessment is available on appeal, see further details in the section Appealing an Assessment Decision.
E. Protecting our Students

1. Prepaid Student Fees
   1.1. To protect fees paid by Students or third parties on behalf of the Student, Upskilled has provided an unconditional financial guarantee.
   1.2. In the event Upskilled ceases to operate as an RTO:
       a. We will advise the students and assist them where possible to enable them to complete their course through other RTOs.
       b. We will return any unmarked assessments to the student
       c. We will issue a certificate or statement of attainment if all requirements are met for assessment.

2. Privacy Policy
   2.1. We are committed to protecting the privacy of your personal information. Our Privacy Policy explains how we collect, use, disclose and otherwise handle personal information. It also tells you how you can request access and/or correct the personal information we hold about you, or to complain about a suspected privacy breach.
   2.2. Please read Upskilled's full Privacy Policy for more information.

3. Records Retention Policy
   3.1. Upskilled collects personal information of Students for legitimate education activities and over the course of a Student’s education creates and maintains records related to enrolment, progress, communications and certification.
   3.2. More information on how Upskilled stores and protects your records, including information on how to access your records can be found here.

4. Child Safe Environment Statement
   4.1. Upskilled is committed to the safety and wellbeing of all children and young people accessing our services. Any Upskilled employees with access to Students or Student records are cleared to work with children in both volunteer and paid roles.
5. **Code of Practice**

5.1. The Code of Practice documents how Upskilled will meet the obligations it has as an RTO to comply with all standards and conditions set out in the Standards for Registered Training Organisations 2015, and as regulated by the Australian Skills Quality Authority (ASQA).

5.2. We have developed this Code of Practice to ensure our Student’s rights as a consumer are protected and that they receive the services detailed in their agreement. You can find more information about our commitment to our Students [here](#).

6. **Third Party Arrangements**

6.1. If Upskilled has course related Third Party arrangements, it will provide details of the third party to the Student.
F. Behaviour and Code of Conduct

1. **Harassment and Discrimination**

1.1. We are required under Australian law to ensure that we provide a workplace and learning environment that is free from all forms of harassment and discrimination (including victimisation and bullying) so that staff and Students feel valued, respected and are treated fairly.

1.2. We will ensure that all our staff understand their roles and responsibilities in creating such a workplace, by a process of training, communication, mentoring and through example.

1.3. We will ensure all our staff are aware of the processes and procedures for addressing any form of harassment or discrimination.

1.4. See our Harassment and Discrimination Policy for further information.

2. **Drugs and Alcohol**

2.1. Upskilled, has a zero-tolerance policy towards illegal drugs. Any person found to be in possession or under the influence of illicit drugs will be asked to either discontinue contact (if online or on the phone) or leave the premises (if on-site training).

2.2. In some cases, prescription drugs will affect your performance. Please discuss this with your Trainer prior to Course Commencement.

3. **Discipline**

3.1. Upskilled attempts to provide training and assessment services in a spirit of cooperation and mutual respect.

3.2. If a Trainer or other Upskilled personnel are unhappy or dissatisfied with the behaviour of a Student (including those outlined in the Harassment and Discrimination Policy, Drug and Alcohol Policy or other Upskilled policies), the Trainer has the authority to:
   a. Warn the Student that their behaviour is unsuitable, or
   b. Ask the Student to leave the class, without refund or acceptance into another course, or
   c. Immediately cancel the Student from the course, without refund or acceptance into another course.
G. Course Fees, Cancellation, Course Transfer and Refund Policy

1. Course Fees

1.1. The Total Course Fee will be itemised in two parts: 1) the Course Advisory and Onboarding Fee, and 2) the Tuition Fee.

1.2. The Course Advisory and Onboarding Fee will be up to $1000, and includes course advisory services, student resources such as eBooks, textbooks, student support, and access to learning management systems and other platforms, which will be made available to the student per the time limits mentioned in the section Course Time Limits and Progressions.

1.3. The Tuition Fee is the balance between the Total Course Fee and the Course Advisory and Onboarding Fee.

1.4. Any Total Course Fee that is under $1000 will be invoiced against the Course Advisory and Onboarding Fee.

2. Process

2.1. All Course Cancellations and Transfers requested by a Student must be notified in writing to Studentsupport@upskilled.edu.au and include the following information:
   a. Identification of the Student
   b. Requested date of cancellation of the Student
   c. Reason for the request
   d. Student’s complete contact information (name, address, phone and email)

3. Cancellations

3.1. All cancellations must be notified in writing.

3.2. The cooling off period is five (5) business days from the date of payment of the enrollment fee.

3.3. Notifications to cancel received within the cooling off period will not incur a cancellation fee.

3.4. Your Course Commencement date is the date when you are sent your login details.

3.5. Once a student commences the course, the cooling off period will no longer apply.

3.6. Notifications to cancel received after the cooling off period will incur a cancellation penalty of 100% of the course fee.

4. Course Transfers (within Upskilled)

4.1. Notifications to transfer between courses received prior to the Commencement Date will not incur a transfer fee.
4.2. Notifications received within ninety (90) days of the commencement date will incur an administrative fee of $500. There will be additional fees based on the number of Units of Competency (UoC) already completed.

4.3. Notifications received after ninety (90) days of the commencement date will incur a transfer fee of $1,250. In addition, there will be fees based on the student’s duration in the current course and the number of UoC’s completed.

4.4. No transfers will be made after six (6) months from the commencement date.

4.5. Any price difference between the original enrolled course and the new transferred course will be charged or refunded to the student.

5. Refunds

5.1. Upskilled may, at its absolute discretion, offer to defer or refund some or all of the course fees where it determines that there are extenuating or compassionate circumstances.
   a. Any refunds of course fees will take into account units completed (relative to total units within the course), and/or the elapsed time since the commencement of the course (relative to the initial expected course completion date).
   b. Any refund will not include the Course Advisory and Onboarding Fee.

5.2. In the following cases, no refund will be issued:
   a. If Students are removed from the course for any breach of the Upskilled ‘Student Behaviour Policy’
   b. Expiry of course (please see the section on Course Time Limits and Progressions for more information)
   c. Expulsion due to Plagiarism
   d. Course cancellation by Upskilled due to lack of progression
   e. Any other serious misconduct

5.3. In the following cases, a full refund of all payments received will be issued:
   a. Upskilled has cancelled a course prior to commencement
   b. Upskilled has made an incorrect eligibility assessment
   c. Upskilled management sympathetically reviews any extenuating circumstances of applications for refund
   d. In the case of a superseded course where Upskilled is unable to transfer the student to a new qualification at Upskilled or to another RTO.
   e. Where Upskilled closes or is no longer approved to provide training under a State Funded Training Program (SFTP)

5.4. Approved applications for a refund will be processed within fourteen (14) days of notice.

5.5. All applications for a refund will be reviewed and authorised by management.
H. Complaints and Appeals Policy and Procedure

1. Complaints

1.1. Upskilled acknowledges that complaints, appeals and feedback are all integral components for our continued and effective improvement as an RTO. We are committed to ensuring any type of feedback regarding the RTO (good or bad), its Trainers, assessors or other staff is acknowledged, recorded, and considered, and will be actioned in a fair and timely manner.

1.2. Upskilled will take all steps to ensure complainants feel empowered to supply a complaint without fear of detriment toward or victimisation of the complainant.

1.3. Please click on the link for more detailed information on Upskilled’s Complaints and Appeals Policy.