

## 1. Purpose

The RTO ensures that all contractual requirements of the Smart & Skilled Guidelines are fulfilled.

## 2. Policy Statement

Belelmo Pty Ltd Essential Business Training - RTO 91492 is committed to providing quality training and assessment products and services in compliance with the Standards for Registered Training Organisations (RTOs) 2015.

This policy applies to all employees and any other workers such as contractors engaged by the RTO.

Relevant and appropriate disciplinary action will be taken against anyone found to have breached this policy, which may include, but is not limited to summary dismissal.

This policy should be read in conjunction with:

- Enrolment Policy and Procedure
- Financial Management Policy and Procedure
- Record Management Policy and Procedure
- Complaints, Appeals and Consumer Protection Policy and Procedure

### 3. Legislation & Guidelines

The following legislation and guidelines are applicable:

- Smart & Skilled Operating Guidelines <https://www.nsw.gov.au/education-and-training/resources/smart-and-skilled-operating-guidelines>
- Fee Administration Policy <https://www.nsw.gov.au/education-and-training/resources/smart-and-skilled-fee-administration-policy>
- Quality Framework <https://www.nsw.gov.au/education-and-training/vocational/funding/smart-skilled-quality-framework>
- Contract Terms and Conditions <https://www.nsw.gov.au/education-and-training/resources/smart-and-skilled-terms-and-conditions>
- Consumer Protection Policy <https://www.nsw.gov.au/sites/default/files/2022-04/consumer-protection-strategy-1-jul-22-to-30-jun-23.pdf>

### 4. Marketing, Advertising and Website Guidelines

Belelmo Pty Ltd Essential Business Training - RTO 91492 is committed to providing accurate information and ensuring fully informed learners. This section outlines the additional requirements over and above RTO's Marketing and Advertising Policy and Procedure which requires clear information to be provided about course duration, the use of the RTO's legal name, code, etc.

All marketing and advertising related to Smart and Skilled programs will include the statement below: 'The training is subsidised by the NSW Government.'

Where the program is eligible for fee free training, the RTO will include the following statement on the flyer and/or website page: "Training in priority qualifications is fee-free and fully funded by the NSW and Commonwealth governments."

The RTO will not:

- Denote training as 'free-training' and where applicable will only use the statement above, all marketing must be approved by the RTO Manager, Owner or Quality Advisor prior to use in line with the RTO Marketing and Advertising Policy and Procedure.
- Use any logo, product names, icons, trademarks or other IP of the Department or NSW Government without express written permission of the NSW Government.
- Offer any inducements such as iPads, tablets or any other gift or financial benefit.
- Offer any inducements to enrol by a particular date, such as EOFY.
- Offer any inducements for the referral of other students.

Within the RTO website, a dedicated page will be set up outlining the following information:

- Approved qualifications that can be offered by the RTO under Smart & Skilled
- Details of the Notification of Enrolment and enrolment process (including required pre-enrolment information in line with below)
- The process for obtaining a USI
- Information about support services offered by the RTO
- A copy of the RTO Complaints, Appeals and Consumer Protection Policy
- A copy of this policy
- The statement “This RTO does not use third party relationships for marketing, enrolment, training or assessment in relation to Smart & Skilled Funding”
- A link to the Smart & Skilled Website for students <https://education.nsw.gov.au/skills-nsw>

## 5. Enrolment

Enrolments must occur via the Notification of Enrolment Process. The RTO will carry out notifications of enrolment via the Portal in accordance with the Notification of Enrolment Process.

Prior to enrolment and notification, the RTO will ensure that:

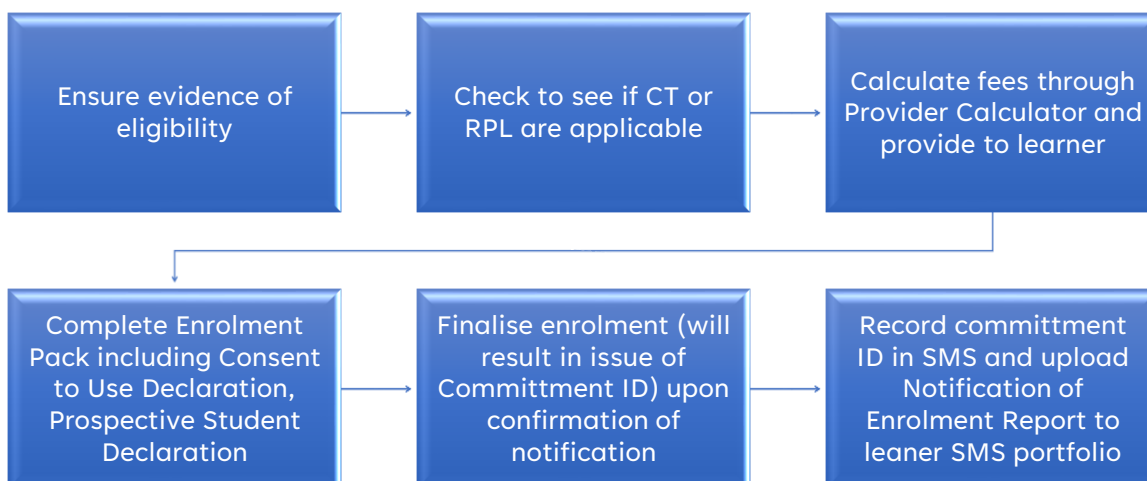
- All pre-enrolment information has been provided to the learner including:
  - Fee information (Fee Administration Policy)
  - Information in relation to RPL and CT (Operating Guidelines Clause 7)
  - A copy or link to the RTOs Complaint, Appeals and Consumer Protection Policy (Operating Guidelines Clause 3)
- The Prospective Student reads, understands and signs or electronically accepted (including by ticking a check box) the Consent to Use and Disclosure of Personal Information (Operating Guidelines Clause 6)([See Appendix 1](#)).
- The Prospective Student must sign or electronically accepted a declaration confirming
  - all information provided by the Prospective Student to the Provider, in connection with the Notification of Enrolment Process is true, accurate, complete and not misleading in any way
  - a Notification of Enrolment process has not concurrently been completed for the same qualification and/or the same units of competency for the same or other qualification(s)

- the Prospective Student is aware of any Third Party arrangements (if applicable), and
- the Prospective Student had been provided with the details of the Fee chargeable and the Student Information
  
- The RTO ensures that The Notification of Enrolment Process will be carried out simultaneously with the RTO enrolment process and must be completed before the RTO delivers any Training to the student
  
- The learner reads, understands and signs the Consent to Use and Disclosure of Personal Information (Operating Guidelines Clause 6)
  
- Will use the Provider Calculator to validate eligibility, input details of any Credit Transfer or RPL and generate details of the Fee chargeable and the applicable Subsidy together with any applicable Loadings
  
- Identify if any Credit Transfer is applicable and where appropriate refer students to the credit transfer process (Operating Guidelines Clause 7)
  
- The student is eligible for the program for which they have applied:
  - The RTO will retain a copy of the learners green Medicare card as evidence of citizenship;
  - The RTO will retain a copy of the learners drivers licence or photo ID that confirms that the learner is over 15 years of age and confirms residence in New South Wales;
  - Where the learner is working and not living in NSW, a declaration from the employer confirming the work address in NSW and nature of the employment;
  
- Some Learners are exempt from fees:
  - Learners who are Aboriginal or Torres Strait Islanders do not need to pay fees for any qualifications they undertake, learners will need to sign a declaration they are Aboriginal or Torres Strait Islander by descent and your community recognises you as Aboriginal or Torres Strait Islander. Please note that learners may be required to provide evidence if requested from the Department.
  - Learners with a disability, this must be declared in the enrolment application and must be evidenced through one of the measures below:
    - In receipt of a Commonwealth Government Disability Support Pension (copy of card to be retained throughout entire period of training)
    - Documentary evidence that demonstrates a clear additional need (only the RTO Manager or Quality Advisor may approve this)

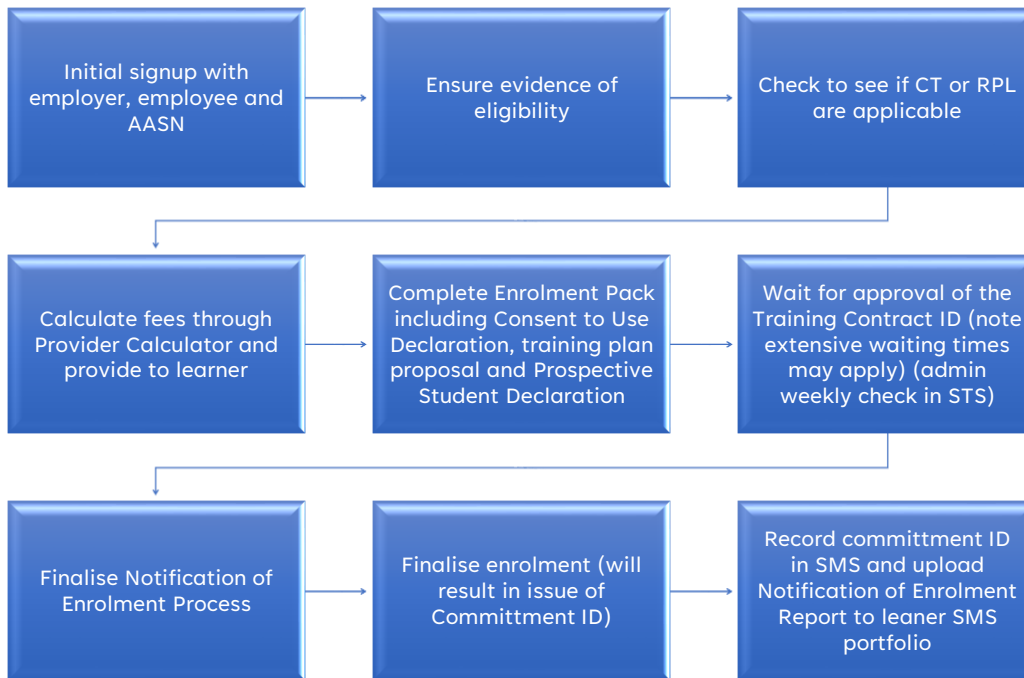
- Learners who are a dependant of a person with a Disability. This must be evidenced with the Disability Support Pension Card and evidence of the relationship such as spousal or dependant child)
- Refugees and Asylum Seekers studying up to a Cert IV who can provide an Immicard demonstrating that they are on a visas (Permanent Visa Subclass 200, 201, 202, 203, 204, 866, Temporary Visa BVA, BVB, BVC, BVD, BVE, Subclass 449, 785, 786, 790, Partner Visa (Subclass 309 100 and 820 801 however, this must be checked and approved via management))
- Scholarship programs are available for some learners, for more information on this please refer to the Fee Administration Policy.

An overview of the enrolment process is provided below.

Enrolment Process for Learners (not Apprentice, Trainee or SBATs)



Enrolment Process for Learners (Apprentices and Trainees)



### 6. Training Plan Management

All learners funded through a Smart & Skilled program are required to have a training plan developed outlining how their program will be delivered.

Trainee and apprentice training plans will align with <https://www.nsw.gov.au/education-and-training/resources/training-plan-forms-pdf-and-word>

All training plans will be finalised and signed off by the learner, an authorised signatory of the RTO and where applicable, the employer within no more than 12 weeks. Once completed the training plan will be lodged to Training Services NSW via your ANP.

Where major changes to the training plan are undertaken, an updated copy of the training plan will be signed by all relevant parties and saved in the learner portfolio, types of changes include:

- Extension to training of more than 3 months
- Change of unit selection
- Update of qualification due to training package transition
- Change of employer
- Where Training is yet to start and/or be completed for the Unit of Competency, then the proposed dates must be entered. The dates entered must then be updated if they change and when the actual start date or end date is known (if they differ from the proposed dates)

### 7. Commencement of Training

Commencement of Training must occur within 10 weeks for Apprentices and Trainees and 6 weeks for all other learners from the date on which the Commitment ID is created.

Commencement of Training is recorded for each unit of competency via the Training Activity Record. Copies of all commencement records will be saved electronically in the learners portfolio in aXcelerate.

### 8. Third Parties

Please note that the RTO does not engage with third parties for marketing, enrolment, training or assessment in relation to funded training.

### 9. Fee Administration

Learners will be charged in line with Smart & Skilled Fee Administration Policy. Learner fees are applied based on:

- the program,

- qualification,
- if the qualification is the learners first qualification,
- and characteristics of the learner.

At the point at which fees are being calculated the RTO has already obtained evidence of the learners eligibility as well as identifying potential CT or RPL as per Enrolment process outlined above.

Some learners are exempt from fees and qualify for fee-free training, refer to above in Enrolment for more information and how this is evidenced within the RTO.

Fees are based on the schedule of fees from <https://www.nsw.gov.au/education-and-training/resources/qualification-prices-fees>

Fees are calculated in the Provider Calculator, then provided in detail to the learner (and where applicable employer) via email, a record of this is kept through aXcelerate.

Please note that learners are provided with information about their fees and charges within the enrolment form also.

## 10. Reporting Issues to Employers

The RTO has obligations under the STS contractual documentation to report to STS under several circumstances. The circumstances are denoted below and can be found in more detail at <https://legislation.nsw.gov.au/view/whole/html/inforce/current/act-2001-080#sec.16A>

The relevant registered training organisation must also notify the Commissioner of the following matters within 21 days after the matter arises:

- (a) any failure by the employer to allow the apprentice or trainee to commence or participate in the training specified in the training plan,*
- (b) any failure by the employer to allow the organisation to conduct the training or assessment components specified in the training plan,*
- (c) any failure by the employer to provide any information requested by the organisation for the purpose of assessments of competence in relation to the training specified in the training plan.*

*Conditions of training and employment for persons employed as apprentices and trainees*

*An employer that employs a person as an apprentice or trainee in a recognised trade vocation or recognised traineeship vocation:*

- (a) must provide work-based training in accordance with the relevant vocational training order for that vocation, and*
- (b) must employ the person under conditions no less favourable than those set by the provisions of the relevant industrial award or agreement,*

*whether or not an apprenticeship or traineeship has been established for the apprentice or trainee.*



The RTO will make all efforts to work with both employers and trainees/apprentices to support the progression and completion of the traineeship/apprenticeship. Please refer to our Learner Support Policy and Procedure for more information.

### What does this mean?

#### Will the RTO report the employer if the student misses a single training session?

No, in the case that a training session is missed but the employer and student coordinate with the RTO to reschedule within a reasonable timeframe that allows for the progression and completion within the agreed timeframe the RTO will not report.

#### When will the RTO report the employer?

There are three situations where the RTO will report:

**Consecutive Missed Training-** If the student misses three consecutive sessions, the RTO will undertake a review of the learners' course progression in line with the training plan. Where the learner is at risk of not being able to complete within the timeframe as set out in the training plan, the RTO will provide an opportunity for the learner and employer to enter into a suspension OR into an agreement for structured course catch up and an amended training plan will be entered into to ensure completion within the timeframe of the initial training plan.

**Refusal to Allow Access to Training-** If the employer refuses to schedule training for a period of more than three months for the trainee, despite multiple requests from the RTO.

**Refusal to Confirm Competence-** If the employer refuses to confirm competence of an individual for more than 28 days after the RTO has indicated that they believe that the student is competent.

In each of the situations above, the RTO will email the nominated employer contact that the report to STS will occur within five business days.

Further, the following situations will require the employer and RTO to engage in discussions and MAY result in reporting:

- If the learner reports that they have not been provided with any time during work hours to complete training and assessment;
- If the learner reports that the workplace is not allowing access to required resources, equipment, etc to allow the learner to complete training and assessments;
- If the learner reports that their role and / or hours have changed to an extent that their traineeship no longer aligns to their job role.

Finally, if the RTO is notified that the traineeship/apprenticeship or employment of the trainee/apprentice has been terminated, the RTO will report to STS within five business days.

The form used for reporting can be found at:

<https://www.nsw.gov.au/education-and-training/resources/vt20-rto-notification-of-issues>

### 11. Record Management

The RTO retains all records of enrolment, fees, training and assessment including but not limited to:

- Consent and declaration
- Learner ID
- Learner eligibility
- Fees
- Refunds
- Notification of Enrolment
- Enrolments
- Eligibility for Credit Transfer and RPL
- Competency and commencement of units
- Statement of Attainments and Testamurs issued
- Learner support

All records will be retained for a minimum of three years. Additional record management requirements are outlined in the RTO Record Management Policy and Procedure.

### 12. Monitoring and Improvement

All Bullying and Harassment practices are monitored by the Directors of the RTO and areas for improvement identified and acted upon. (See Continuous Improvement & Quality Management Policy)

#### Policy Review

This policy will be reviewed each year and as a standing item, include details of the date it was reviewed and any changes.

- May 2023 - initial creation

- June 2024 – update in line with annual review
- November 2024 – amended

### Policy Additions or Amendments

Separate to the mandated annual review, the policy may be varied at any time due to legislative changes or to fall in line with widely accepted best practices in the workplace. In the event of any changes, the policy will be updated, and relevant stakeholders advised.

<NAME> (Position)

### Appendix 1 – CONSENT TO USE AND DISCLOSURE OF PERSONAL INFORMATION

I, \_\_\_\_\_

(first, middle and last Name)

of \_\_\_\_\_

(current residential address)

with date of birth \_\_\_\_\_

understand and agree that, under the National Vocational Education and Training Regulator (Data Provision Requirements) Instrument 2020, Beelmo Pty Ltd is required to collect personal information (information or an opinion about me), collected from me, my parent or guardian, such as my name, Unique Student Identifier, date of birth, contact details, training outcomes and performance, sensitive personal information (including my ethnicity or health information) and other enrolment and training activity-related information (together Personal Information) and disclose that Personal Information to the National Centre for Vocational Education Research Ltd (NCVER).

My Personal Information (including the personal information contained on my enrolment form and my training activity data) may be used or disclosed by Beelmo Pty Ltd for statistical, regulatory and research purposes. Beelmo Pty Ltd may disclose my personal information for these purposes to third parties, including:

- School – if I am a secondary student undertaking VET, including a school-based apprenticeship or traineeship;
- Employer – if I am enrolled in training paid by my employer;
- Commonwealth and State or Territory government departments and authorised agencies, including the NSW Department of Industry (Department);
- NCVER;
- Organisations conducting student surveys; and
- Researchers.

Personal Information disclosed to NCVER may be used or disclosed for the following purposes:

- issuing a VET Statement of Attainment or VET Qualification, and populating Authenticated VET Transcripts;
- facilitating statistics and research relating to education, including surveys;
- understanding how the VET market operates, for policy, workforce planning and consumer information; and
- administering VET, including program administration, regulation, monitoring and evaluation.

I may receive an NCVER student survey which may be administered by an NCVER employee, agent or third-party contractor. I may opt out of the survey at the time of being contacted. NCVER will collect, hold, use and disclose my Personal Information in accordance with the Privacy Act 1988 (Cth), the VET Data Policy and all NCVER policies and protocols (including those published on NCVER's website at [www.ncver.edu.au](http://www.ncver.edu.au)).

The Department may disclose my Personal Information to other Australian government agencies including those located in States and Territories outside New South Wales.

The above government agencies may use my Personal Information for any purpose relating to the exercise of their government functions, including but not limited to the valuation and assessment of my training, the determination of my eligibility to receive subsidised training or for any Fee Exemptions or Concessions. My Personal Information may also be disclosed to other third parties if required by law.

I also acknowledge and agree that the Department may contact me by telephone, email or post, during or after I have ceased subsidised training with Beelmo Pty Ltd Essential Business Training for the purposes of evaluation and assessing my subsidised training.

I declare that the information I have provided to the best of my knowledge is true and correct.

I consent to the collection, use and disclosure of my Personal Information in the manner outlined above.

PRINT FULL NAME			
SIGNATURE:		DATE:	
<i>Note: if under 18 years of age at the time of giving consent, then the consent of their guardian is required.</i>			
PRINT FULL NAME OF GUARDIAN:			
SIGNATURE OF GUARDIAN:		DATE:	