

Student Handbook



BLOCKCHAIN ACADEMY
World Class Blockchain Courses

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Welcome

Welcome to Blockchain Academy International and congratulations on commencing your course.

As CEO of this organization, I can assure students that I will fully support the implementation of all quality, management and operational functions articulated in this student handbook. I welcome your input and advice to ensure myself and the Blockchain Academy (BCAI) team adhere to our underlying philosophy of continuous quality improvement in all aspects of BCAI's operations.

This student handbook provides the direction that informs and guides BCAI towards the provision of best practice in training development, management and service delivery. For BCAI, it will facilitate compliance with the standards regulated by the Australian Skills Quality Authority. For clients of BCAI, it will ensure that their investment in training provides the best possible training experience and outcomes.

BCAI recognizes the importance and benefits of combining industry experience with tertiary education when striving to deliver programs of highest quality and relevance to the client for optimal participant outcomes.

As CEO, I recognize that opportunities for improvement that arise in every aspect of business and have developed an organizational culture within BCAI to capitalize on these opportunities for improved practice. Of course, having a business system, a great team and content is only part of the story. To get the most out of your time with BCAI, you need to immerse yourself in your studies. Please ask us any questions during your induction and beginning to get into your online student portal as this will provide you with many tips and techniques to help ensure your success.

Please don't forget; we are here to help you on your journey. Anytime you have questions; please liaise with the team and your peers.

We wish you success with your studies, and with your career to follow.

Angela Bowman
Chief Executive Officer

About this Handbook

This student handbook is designed to provide you with essential information on becoming a student with BCAI, the services provided and our approach to providing you a fair and supported environment to participate in training. Information provided in this handbook provides the framework for students to complete their course in a professional and supportive environment. Key sections include information in relation to students' rights, responsibilities and obligations.

BCAI is responsible under its registration with the Australian Skills Quality Authority for the quality of the training and assessment being delivered on your chosen course and is also responsible for the issuance of any AQF certificate that may result based on your achievement of the course requirements.

It is important that students read through this handbook and familiarise themselves with the policies, procedures and the obligations of BCAI and of students toward each other.

Please feel free to call 1800 668 300 if you have any queries regarding their course or information provided. Our staff are readily available to support their continuing education and assist a student to plan and develop skills and knowledge to support their future endeavours.

About BCAI

BCAI is a registered training organisation (RTO ID: 41087). Qualifications obtained through BCAI are well respected within the Blockchain community and are nationally recognised.

All programs offered by BCAI are aligned to the relevant training package for quality assurance and best practice. BCAI is responsible under its registration with the Australian Skills Quality Authority for the quality of the training and assessment being delivered on your chosen course and is also responsible for the issuance of any AQF certificate that may result based on your achievement of the course requirements.

BCAI provides training and assessment services in support of the following nationally endorsed training products:

Qualifications:

- Diploma of Applied Blockchain – 108049NAT
- Advanced Diploma of Applied Blockchain – 10747NAT
- Diploma of Applied Blockchain - Merging Machine Learning and Artificial Intelligence – 10991NAT

Company Details

ABN: 61 602 384 010

RTO Code: 41087

Contact Details

Suite 3, 9 Sunshine Beach Road

Noosa Heads, QLD

1800 125 002

www.bcai.edu.au

info@bcai.edu.au

Why BCAI?

We have been involved with registered training organisations for over 15 years. In order to deliver this new technology and training we have teamed up with industry leaders Blockchain Collective.

We have designed our programs so that when you are finished you can enter a workplace and be successful in your new career. We have put a great deal of energy into our course creation so that you can learn everything that we have over the years.

OUR OBJECTIVES

In recognition of our mission, our objectives are:

- **People.** We strive to attract, recruit and retain talented, competent and committed trainers. We promote excellent performance through leadership and professional development.
- **Safety & equality.** We are committed to providing an environment which is safe, equitable and which promotes a confident and productive training and assessment environment.
- **Integrity & ethics.** We conduct ourselves in accordance with shared and agreed standards of behaviour which holds ethical conduct and integrity as our highest priorities.
- **Quality committed.** We aspire to deliver consistent, high quality services and apply quality systems which support training and assessment excellence.
- **Learner Focused.** We thrive on providing training and assessment that is learner focused and which supports lifelong learning. We respect our learners and strive to attract them time after time through high quality training and assessment experiences.
- **Industry engagement.** We recognise the value of industry engagement as the driving force in shaping our training and assessment strategies. We deliver training and assessment services which are founded on industry needs and expectations.

Our Trainers

Our Trainer Assessors are qualified, dedicated professionals who have current industry experience and qualifications in a range of industries. We ensure current industry experience and therefore knowledge of the training by requiring participation in the industry and professional development activities, therefore giving our learners the best practical industry experience.

At BCAI we deliver a nationally accredited qualifications via training delivered on our online learning platform and the co-ordination of work placement opportunities to get real work experience in your new career. When you study with BCAI, your Trainer /Assessor will be always there to assist you throughout your course. You can attend workshops or regular webinars and phone or email your Trainer Assessor for advice through your course. This means you get the support you need when you need it and how it suits you best.

Pre-Enrolment

BCAI ensures that the principles of access and equity in the provision of timely and appropriate information, advice and support services in order to assist students to identify and achieve their desired outcomes is provided at all times. BCAI ensures that it meets the needs of individuals without discrimination.

Conversely, students must adhere to the BCAI Code of Conduct and Student Rights and Responsibilities.

If you enrol in a program or unit which is nationally recognised, you will at that time need to meet any relevant requirements of the issuing Registered Training Organisation.

Please refer to the course pages on the website or speak with our Course Consultants for any entry requirements/prerequisites for the courses you are considering.

Some courses may have BCAI imposed entry criteria in addition to any mandatory Training Package requirements. BCAI criteria may be relaxed on a case by case basis if evidence is presented to demonstrate the intent of the criteria has been otherwise met. Both parties must be in agreement, and no claim can be made against BCAI about any agreed relaxation. All courses will require you to have access to a decent quality internet connected computer and access to the internet for the duration of your study.

Specific entry requirements into a course will be determined by:

- The relevant national training package and the specific qualification
- Any eligibility for a student loan or payment plan

Students must be 16 years to enrol in a VET course of study. Students of this age may only enrol in a course with BCAI if they have met all other entry requirements relevant to the course being undertaken.

Students under the age of 18 should have their parent/guardian confirm both their enrolment and payment method when enrolling in:

- VSL eligible courses when the student is seeking approval for a VSL
- Where a student is under the age of 18 at the time of application, and is unable to have a parent or guardian signature, applications will be assessed by the CEO.
 - Where a student under the age of 18 is undertaking a fee-for-service course, and a payment plan is to be established, the CEO will make an assessment of the application.
 - This assessment may include an interview with the student prior to any payment plan being approved.

Program Application

Our application process is designed to help you make an informed enrolment decision. The process will vary depending on the course and payment method but may include the following.

Pre-application

On initial enquiry, a Course Consultant will typically discuss your specific situation and needs, consider your previous experience and knowledge, and answer queries you may have.

For formal qualifications, the emphasis is placed on the following areas:

Selecting the appropriate qualification; discussing:

- Your previous study and life/work experiences and qualifications, including Credit Transfer options where applicable.
- Any learning challenges you may face that may impact your ability to complete the course.
- Your motivation and drive to complete the study.
- Course information including any entry requirements, computer/internet access requirements, training content/processes, practice and assessment methods and possible vocational outcomes to aim for.
- Fees, charges and payments, including any funding or loan options where applicable.
- Methods of training and assessment, including any applicable locations or work experience requirements.
- Your rights and obligations and support services available.

Selection and eligibility criteria

We may assess you on your ability to meet the requirements of the course, in conjunction with any prerequisite or entry requirements and Training Package guidelines, in accordance with Access and Equity requirements. For details on course, entry criteria view the relevant course on the website.

Note: Further eligibility requirements may also apply depending on how you intend to fund your study. For example, you may be requested to provide identification, proof of citizenship or migration visa status, or evidence of prior study.

Application

Students are to apply online via BCAI's website or by completion of the BCAI Course Application form and if approved for enrolment where applicable, a funding or loan application.

Students will need to provide formal identification through a birth certificate, driver's license or passport. Within the enrolment process students will need to take a picture of themselves holding the identification and also a scan of a certified copy of the formal identification provided.

You will also be required to complete a declaration acknowledging you have discussed and/or read and agree to abide by the terms and conditions outlined in the Student Handbooks and other enrolment documents.

- Parental Consent Form if you are under 18 years of age.

- Complete a Credit Transfer or Recognition of Prior Learning Application and provide supporting evidence (if relevant).

Additionally, all students will need to provide proof of a Unique Student Identifier Number (USI). If you believe that you may be eligible for credit or recognition towards your course please highlight with MA staff. If you are looking to apply for Austudy through Centrelink you should discuss this with MA staff as early as possible, and ideally before the course commences.

Once all documentation has been received, and eligibility criteria met, your application will transition through the enrolment process. You will be issued you an offer of enrolment in which you will need to accept to begin your studies.

Once accepted, Student Services will process your enrolment and issue you with a login to your learning platform. During your enrolment, you may be required to complete a student survey, or to periodically 'opt-in' with government departments, as well as meet other progression criteria to be able to continue in your course. BCAI reserve the right to decline any enrolment application and/or fee payment method at our sole discretion. If declined, we would typically advise you why, however, we reserve the right not to do so.

Access and Equity, Student Selection and Admission

Students who meet the entry requirements as prescribed by the appropriate Training Package and minimum age requirements based on training package or industry advice and Language, Literacy and Numeracy skills will be accepted into their designated training/assessment program.

BCAI incorporates the principles of equity into all programs. All staff have been instructed in their responsibilities with regards to Access and Equity principles. Students have equitable access to all programs irrespective of their gender, culture, linguistic background, race, location, socioeconomic background or disability. Some programs may have a limited number of vacancies and these will be filled in a chronological order upon completion of enrolment.

Admission procedures will therefore be free of discrimination, and if an individual does not meet entry requirements, all attempts are made to assist them to identify alternative courses of action.

BCAI is committed to ensuring that the training and assessment environment is free from discrimination and harassment. All BCAI staff members are aware that discrimination and harassment will not be tolerated under any circumstances. In the event that discrimination and harassment is found to have occurred disciplinary action will be taken against any staff member who breaches this policy. Suspected criminal behaviour will be reported to police authorities immediately. Learners should expect fair and friendly behaviour from BCAI staff members and we apply complaint handling procedures advocated by the Australian Human Rights and Equal Opportunity Commission (HREOC).

We ensure that our student selection criteria are non-discriminatory and provide fair access to training for the disadvantaged.

LANGUAGE, LITERACY AND NUMERACY

To assist in identifying any special learning needs, you are required to provide BCAI with information regarding your language, literacy and numeracy (LLN) requirements on your application form. You will also be required to complete Language, literacy and Numeracy skills assessment before you begin your program to ensure your skills are sufficient to complete your program of entry.

If you do have any learning difficulties, you are encouraged to discuss these with your course instructor or facilitator either prior to course commencement or during the course induction. Be assured that discussions with our staff will be treated as confidential. In addition, we liaise with agencies and government departments for assistance in matters of language, literacy and numeracy difficulties.

UNIQUE STUDENT IDENTIFIER (USI)

All students undertaking nationally recognised training delivered by a registered training organisation must have a Unique Student Identifier (USI). Therefore, BCAI requires a student's USI as part of the enrolment/registration process.

The USI is a free student reference number issued by the Commonwealth Government, linking all your nationally recognised training under one identifier. You only ever need one USI which is unique to you and is yours for life. Given this, please be careful not to set up a new one if you may already have one.

A USI gives students access to their online USI account which is made up of 10 numbers and letters, looking something like this: 3AW88YH9U5. One of the main benefits of having a USI is that students

will have easy access to their training records and results which you may need for job applications or further study.

Fact sheets –available to download [Student Information for the USI](#)

It is free and easy to [create your own USI](#) online. Alternatively, we can create your USI on your behalf. To do this we will need some additional identification information from you such as your driver's licence number.

Visit the USI website for more information and easy to follow steps to create their USI.

<https://www.usi.gov.au>.

Learners are advised that there are a number of unique circumstances where a person may be exempt from requiring a USI. These do not apply to the vast majority of learners in Australia. The USI Exemption Table is available from the USI website which explains these circumstances [Click Here](#). Learners who exercise an exemption from submitting a USI should be aware that the results of the training will not be accessible through the Commonwealth and will not appear on any authenticated VET transcript prepared by the USI Registrar. Further details about the implications of being exempt can be obtained from the USI website: [Click Here](#).

If you have any issues, please speak with the Course Consultant during enrolment.

CHANGES TO TERMS AND CONDITIONS

BCAI reserves the right to amend the conditions of the student's enrolment at any time. If amendments are made that effect the student's enrolment the student will be informed 7 days prior to changes taking effect. Students then have 28 days to submit an appeal from the date they were informed of the decision. Further information about appealing a decision is contained in the section relating to complaints and appeals handling.

PROTECTION UNDER AUSTRALIAN CONSUMER LAW

As a student undertaking a vocational education and training course, you are protected under Australian Consumer Law and under State and Territory consumer protection laws. These protections include areas such as unfair contract terms, the consumer guarantees, to statutory a cooling-off period, and unscrupulous sales practices. You can find out more information about your rights as a consumer from the Australian Consumer Law website which includes a range of helpful guides relating to specific areas of protection. Please visit the following site for more information: [Australian Consumer Law](#).

Fees and Charges

Students of BCAI pay an agreed fee on confirmation of enrolment and prior to commencement of the program in which they are enrolled. BCAI may discontinue training if fees are not paid as required. For a full list of current fees and charges please request a copy of BCAI schedule of fees and charges.

For course tuition fees please refer to the BCAI website, speak to a Course Consultant, or promotional material noting your total tuition fee may vary depending on your program of choice and eligibility for Credit Transfer.

PAYMENT OPTIONS

Fee-For-Service

For students undertaking a fee-for-service course, then a range of payment options are available:

- Payment plan: approved students are able to pay off their course in a series of payments over an agreed period of time.

Before entering into any payment plan or loan contract, we recommend you complete a personal budget and obtain independent financial and credit advice from an appropriately licensed professional.

BCAI will provide the following fee information, to each student:

- The total amount of all fees including course fees, administration fees, materials fees and any other charges;
- Payment terms, including the timing and amount of fees to be paid and any non-refundable deposit/administration fee;
- The nature of the guarantee given by the RTO to complete the training and / or assessment once the student has commenced study in their chosen qualification or course;
- The fees and charges for additional services, including such items as issuance of a replacement qualification testamur and the options available to students who are deemed not yet competent on completion of training and assessment; and
- The applicant's refund policy.

REFUND POLICY

Learners who cancel their enrolment part way through a training program must notify BCAI in writing via email or letter at the soonest opportunity. Learners who cancel their enrolment after a training program has commenced will not be entitled to a refund of fees. Learners are advised to consider alternative options such as requesting to suspend their enrolment and re-commencing in another scheduled training program.

All Students enrolled with BCAI who withdraw from their studies before they are sent login details for fee for service students or before the census date of their program of enrolment for VSL students.

Online courses: No refund on course fees is available for Online Courses unless agreed to by the CEO. Any queries concerning this policy are to be directed to the BCAI CEO

Where a learner has purchased a text or training workbooks and subsequently cancels, BCAI will not refund monies for the text.

All fees paid in advance are separated from the operations of the business. This is achieved by maintaining a number 2 account (deposits account) to ensure sufficient funds are always available for refund. The number 2 account is represented in BCAI's accounting system as a separate repository for funds paid in advance and cannot be accessed until the respective students commence training.

Information provided prior to enrolment or the commencement of training and assessment, whichever comes first, specifies the student's rights as a consumer, including but not limited to any statutory cooling-off period (where applicable) and the student's right to obtain a refund for services not provided by the BCAI in the event the:

- Arrangement is terminated early, or
- BCAI fails to provide the agreed services.

Suspension of Payments Payment

Plans entered into between a student and BCAI for payment of courses must be paid in full as the Direct Debit agreement. Course qualifications will not be issued until full payment of the debt has been paid. If a student's direct debit payment fails, the student is liable for failed payment fee for each failed payment.

Should the student default on the payment plan, the students studies will be suspended and BCAI reserves the right to pass on the debt to a debt collection agency to pursue the remaining debt. All costs incurred by the debt agency will be payable by the student. A credit default may be issued by the debt collection agency should the debt remain unpaid.

Suspending Enrolment

If a student is suffering from a medical condition and needs to suspend their enrolment, they may do so for a period of no longer than 6 months. An application in writing with any supporting documentation should be sent to info@moveacademy.edu.au.

Substitutions

Requests for substitutions are to be made in writing and can be made at any time up to 2 working days before the program commencement date.

Transfers

Requests for transfers to alternate programs can be arranged if BCAI is advised in writing more than 10 working days prior to the program commencement date and there is availability on the selected program. One transfer will be accepted without charge where BCAI has been notified in writing at least 10 working days prior to the scheduled commencement date. All subsequent transfers will attract an administration charge of \$55.00 (incl. GST).

STATUTORY COOLING OFF PERIOD

The Standards for Registered Training Organisations require BCAI to inform persons considering enrolment of their right to a statutory cooling off period. A statutory cooling off period (which is 10 days) is a period of time provided to a consumer to allow them to withdraw from a consumer agreement, where that agreement was established through unsolicited marketing or sales tactics. These include tactic such as door-to-door sales and telemarketing. A statutory cooling off period allows a consumer to withdraw from a sales agreement within 10 days of having received a sale contract without penalty.

It must be noted that BCAI do not engage in unsolicited marketing or sales tactics and therefore a statutory cooling off period in not applicable to our learners who have enrolled into a program. For refund option in other circumstances, learners must refer to the above refund policy.

OUR GUARANTEE TO CLIENTS

If BCAI cancels or ceases to provide training, BCAI must issue a full refund for any services not yet provided. The basis for determining “services not yet provided” is to be based on the units of competency completed by the learner and which can be issued in a statement of attainment at the time the service is ceased.

Delivery

Our programs are all offered as flexible online delivery and students are given access to their course material through the online student portal. Flexible online delivery means providing training when it best suits the participant, from anywhere, anytime. Flexible delivery focuses on learning rather than teaching and to provide the best possible learning experience for the participant. This means that the participant has greater control over what, when and how they learn.

Students are provided with all learning materials, assessment tools, student forums and other resources required to complete their particular course. Students are able to work through these learning materials at their own pace. Any materials required by the student, will be outlined within the learning platform. Some of our courses as outlined in the program brochure have workplace experience hours that are required to be completed by the student for completion of the qualification.

Students must ensure they have a computer that has a quality internet connection as well as taking into consideration whether their internet plan is suitable.

Some assessment tasks will require students to create videos and submit them through their student portal. To achieve this you will need to have:

- Capacity to film and create videos (ie a smart phone)
- Capacity to transfer videos to their PC to be uploaded through the student portal

BCAI ensures that all resources meet the requirements of the relevant endorsed training package(s) and/or accredited course(s), for the delivery, assessment and issuing of qualifications.

BCAI affirms that it has in place and provides the following:

- Trainers and Assessors with appropriate qualifications and experience, including assessor only requirements as identified in the relevant Training Package assessment guidelines
- Delivery and assessment resources appropriate to the methods of delivery and assessment requirements, and
- Relevant Training Package and/or accredited course documents and support materials, with necessary copyright authorisations.
- Delivery strategies utilised by BCAI are always selected to best achieve the required elements of competence while giving full consideration to the learning style of the participant.
- The provision of training may include a flexible combination of on-the-job delivery, webinar and workshops activities, online learning and a range of assessment methodologies.

BCAI has an obligation under its conditions of registration to comply with ASQA / VET Quality Framework / Standards for Registered Training Organisations (RTOs) 2015 to issue AQF certification documentation to a student when a student has:

- Completed all required course activities
- Been deemed competent through the assessment process and
- Finalised all course fees

Intellectual Property / Copyright

All students are prohibited from redistributing any course material which remains the intellectual property of BCAI. Students must not copy, print or distribute notes or take copies of BCAI's online student platform. If a student does redistribute any of the intellectual property belonging to BCAI, the student will be in breach of copyright and the appropriate measures will be taken. For any further information regarding this, please contact a BCAI staff member.

WORK EXPERIENCE/PRACTICAL PLACEMENTS

Some courses require you to locate and undertake work experience in a suitable practice, clinic or workplace setting. You will be informed of this requirement, if applicable, on your enquiry/application to the course.

For some courses, this placement program allows you to gain accreditation through peak industry bodies, which can provide tremendous benefit as a practitioner. For other courses, these placements allow a workplace supervisor to view you in action to confirm your new skills and knowledge are suitable for use in the industry.

The work experience component may form a part of your formal assessment. Where this is the case, the workplace you organise will be contacted by BCAI to run through the expectations of the organisation and the supervisor and to support them in that process. Note: you may be required to log your hours/tasks and have them verified by a suitable third party.

BCAI will offer guidance and assistance to locate a facility for your practical placement. We will work with you to ensure that your work place and mentor understand what is required by them and help you achieved the required outcome with them. If you anticipate any challenges with locating, engaging and completing work experience, do NOT enrol in the course. Inability to attend or successfully complete work experience will not give rise to any extensions, refunds or other allowances.

Any costs associated with your work experience are outside of course tuition fees and will need to be arranged and paid for by you. This MAY include, but is not limited to:

- A "fit to work/police check" to confirm you are clear of any prior offences that may prevent you from working in the industry. Where offences are highlighted, you will be asked to disclose details sufficient to allow for a fair judgement as to suitability for the industry.
- Some placements require you to undergo (and evidence) vaccinations. If required, you would need to be covered before the placement commenced.
- There may be additional requirements, such as a First Aid Certificate, or other checks that may be a prerequisite to undertake placement with a particular organisations.
- Appropriate insurance to cover all aspects of your work experience placement. BCAI has affiliations with associations that can provide Work Cover that may address this, but if so this will be confirmed with you individually during enrolment.
- Travel and other costs. BCAI is not liable for any issues or events that occur from your seeking out of or participating in work experience placements, or your inability to find suitable placement.

Each full qualification has a formal duration as outlined in the course information. This formal duration is how long you have access to the course under your initial enrolment, noting you are permitted to complete faster than this, or you may require longer for an additional fee(s). How long it will take you

to complete will depend on how much time and energy you commit to your studies, and what existing knowledge you already have.

Once the expiry date of your course is reached, your enrolment will expire. If you have not completed your course at that time but still wish to do so, you may be able to re-enrol in the remaining units via our rolling re-enrolment or full re-enrolment.

If any issues or circumstances arise during your enrolment that MAY impact your ability to complete the course before expiry, please inform BCAI at that time so action can be taken. This could involve a review of your study habits and techniques, the provision of additional support, or potentially a recommendation to withdraw before you incur further study costs.

It is important to leave sufficient time after your last submission to allow for assessing and any re-work required. We recommend you submit your last assessment no later than four weeks before your enrolment expiry date.

Transitioning of Qualifications

Every few years, qualifications are updated by the Australian Industry and Skills Committee/Industry Reference Committees, to reflect current industry practice and updated legislation.

Superseded qualifications are typically allowed a 12-month transition period which means in most cases an existing enrolment will not be impacted, although it does limit the time available for re-enrolments or Major Event Extensions.

Where a course is superseded, you will most likely still complete the version you are enrolled in, but on occasion, we may be able to offer the option of transitioning, or in very rare instances may require you to transfer to another RTO. Units of competency completed under the old version will where possible be recognised under the new version. If you voluntarily elect to transition or transfer, additional fees may apply.

Superseded equivalent qualifications.

Where the updated qualification is deemed to be equivalent to the superseded version, the newer version should automatically be added to BCAI's scope of registration.

Superseded non-equivalent qualifications.

In the event the superseded qualification is not deemed equivalent to the new version, BCAI will decide whether the new version will be added to our scope of registration.

Should BCAI elect to not add the newest version, students that cannot complete within the stipulated timeframes will be issued with a Statement of Attainment for any unit(s) of competency they have been awarded. Please note this will in most instances only impact students who fail to complete their course within the official course duration granted at the time of their enrolment.

Non-current qualifications.

Where a qualification has been deemed to no longer be industry-relevant and will not be upgraded, students will be required to complete their course within two years of the qualification being deemed non-current. Students that do not complete within the two-year timeframe will be issued a Statement of Attainment for any units of competency that they have been awarded competency.

Assessment

Assessment is defined as the process of 'collecting evidence and making judgments on the nature and extent of progress towards the performance requirement set out in a (competency) standard, or learning outcome, and, at the appropriate point, making a judgment as to whether competency has been achieved'.

In simple terms, Assessment is the process of collecting evidence and making judgments on whether competency has been achieved. In order to be assessed as competent (C), you will need to provide evidence which demonstrates that you have the essential knowledge and skills to successfully complete the relevant unit to the required standard. Competency is simply about demonstrating that you can do the task with confidence to the required industry standard as endorsed by the Training Package or VET accredited Course.

Some courses have a strong practical component to ensure you have the requisite skills to work in the industry. For these, you may be required to upload recordings of activities, perform tasks in the presence of an Assessor and/or use an approved supervisor (from within industry) to verify your skills. Details will be provided where relevant.

Our Assessors will ensure:

- The assessment process is valid, reliable, flexible and fair.
- All evidence submitted is deemed valid, current, sufficient and authentic.
- Reasonable adjustment is used where necessary without compromising on the validity of the assessment.
- Assessment outcomes are recorded appropriately.
- Appropriate feedback on a not competent assessment outcome is given where applicable.

BCAI has a responsibility to you, our graduates, industry and the community our graduates will serve, to maintain the integrity of the qualifications we issue. Given this, we implement an Assessment validation process as required by the Standards for RTO's 2015. In implementing the Assessment validation, we may need to change the decision made by Assessors and to request further evidence if necessary to ensure the integrity of your qualification.

Continuous improvement is a fundamental focus of the VET Industry and many other industries and consequently training packages are regularly upgraded. An assessor must be satisfied that the learner has recently performed the required competencies successfully. We advise our learners that 12 – 18 months is a good gauge of "am I current". This is certainly not the rule of thumb as an industry or qualification that has had substantial change in the last six months would require that the candidate would be able to provide evidence of demonstrating current competence in those new competencies.

An assessment of 'Not Yet Competent' (NYC) is not a fail. It is simply a request for more information or further confirmation of the knowledge and skills required. Our Assessors will provide feedback to guide your resubmission and are available for contact if required. The student will be required to successfully re-submit the assessment with the required rectifications to achieve a competent result. Students are allowed a limit of three submissions per unit or subject of the course (this number includes any assessments uploaded by Move staff on the student's behalf). Students are encouraged to submit accurate and complete workbooks for each subject in order to maximise these three attempts.

Further submission attempts may be provided only at the discretion of BCAI. Students may request a fourth submission attempt - approval will be at the discretion of the training team. This discretion will rely on the quality of previous submissions and the consideration of the student making progress through extra effort of the student to address the feedback required.

ADDITIONAL SUBMISSION AND SUPPORT

Should the three submission attempts be insufficient to gain competency OR if a discretionary attempt is not granted due to insufficient evidence of extra work, students will have the opportunity to purchase an Additional Submission and Support Package. This package includes up to 2 additional submissions, an additional 30 days extension to the enrolment period and a tailored tutorial (optional) with a trainer. The tailored tutorial (optional) would allow up to 2 sessions of 15 - 30 minutes each with a trainer to work through key concepts to ensure that the student will be supported in developing the knowledge to assist in completing the unit.

Please note that trainers will not provide answers to assessment questions at any point to students but will provide guidance and support along the pathway to success.

This policy aims to maximise submission attempts, reduce resubmissions, discourage incomplete submissions and create an equitable environment for all students.

To be eligible for the qualification, the student must receive a competent result for all units of the course.

Assessment, within competency-based approaches to learning, is criterion referenced. This means it identifies an individual's achievements of defined outcomes, rather than relating their performance to that of other learners or trainees.

ASSESSMENT METHODS

BCAI offers students a number of assessment pathways appropriate to the qualification outcome. The main assessment pathways to a qualification used may include:

- Knowledge assessment
- Demonstration/observation
- Work samples.
- Video submissions.
- Third party reports.
- Workbook activities.
- Role plays or simulation.
- Projects.

ASSESSMENT TIMEFRAMES

BCAI aims to provide students with assessment marking results within six (6) weeks of the student submitting their assessment. If assessment marking timeframes are extending beyond six (6) weeks (e.g. course transitions, staffing illness or unplanned absence, times of peak demand, holiday period, unforeseeable circumstances having arisen), any students affected will be advised by email with an estimated timeframe.

Any students who are required to re-submit assignments after assessment and whose course end date has past will have their end date adjusted to allow a two week period from the assessment date for the corrections to be completed and submitted.

Recognition of Prior Learning

Recognition of Prior Learning Assessment and National Recognition is available to all students. Students wishing to be assessed through a recognition pathway can either provide sufficient evidence of competence or undertake the required assessment tasks.

Mutual Recognition

BCAI recognises the Australian Qualifications Framework (AQF) Qualifications and Statements of Attainment issued by any other Registered Training Organisation and provides credit for units of competency where evidenced by authenticated VET transcripts issued by an AQF authorised issuing organisation or by the Registrar.

Recognition of Prior Learning (RPL) is the determination, on an individual basis, of the skills and knowledge obtained by the learner through previous training, work experience and/or life experience. RPL is used to determine the advanced standing, within a training program, that the learner may be awarded as a result of this learning/experience. RPL assessments are primarily used to determine an individual's starting point in a course or program.

In all cases, the onus is on the applicant to document and present a convincing case to justify a claim for RPL. Whilst Trainers and Assessors may provide guidance or assistance to the applicant, it remains the applicant's responsibility to present his/her case to the satisfaction of the RPL assessor. Course participants seeking RPL must complete the RPL application form and provide documentation to support that application.

RPL Evidence

All RPL candidates must provide suitable evidence of their experience that demonstrates their current ability to meet all requirements of the units of competency they are applying for. For RPL evidence to be considered, it must meet the rules of evidence being:

- Valid
- Sufficient
- Authentic
- Current

If you have any queries regarding whether your RPL evidence meets the requirements of the Rules of Evidence, please send your query to admin@moveacademy.edu.au

Your assessor will assess your evidence and provide feedback. Where you meet all requirements, you will be given a result of Competent/RPL Granted for the relevant unit of competency. If there are gaps in evidence, you may be requested to provide further evidence, or be given a suggestion for gap training to address all competency requirements

Complaint/Appeals Policy

BCAI endeavors to provide the best possible experience to you while remaining compliant with all applicable regulations.

Despite this adherence to quality, and indeed sometimes because of it, there may be instances where you are not satisfied with a matter involving BCAI, our partners or other students. Where such a grievance exists, we will seek to deal with it confidentially and in a fair, efficient and effective manner. BCAI maintains a Complaints Register which documents formal complaints, appeals and the resulting outcomes. This register feeds into our continuous improvement processes so action can be taken to mitigate the likelihood of reoccurrence.

In all cases, issues that arise during training and assessment that are the source of frustration or are in dispute should be resolved at the time, as they occur between the persons involved, where possible. Sometimes, it will not be possible and in these cases you are encouraged to come forward and inform us of your concerns with the confidence that you will be treated fairly.

BCAI is committed to providing a fair and transparent complaints and appeals process that includes access to an independent external body if required.

What is a complaint?

A complaint is negative feedback about services or staff which has not been resolved locally. A complaint may be received by BCAI in any form and does not need to be formally documented by the complainant in order to be acted on. Complaints may be made by any person but are generally made by learners and/or employers.

What is an appeal?

An appeal is an application by a learner for reconsideration of an unfavourable decision or finding during training and/or assessment. An appeal must be made in writing and specify the particulars of the decision or finding in dispute. Appeals must be submitted to BCAI within **28 days** of the learner being informed of the decision or finding.

REVIEW PROCESS – ASSESSMENT

If you have a query regarding an assessment result, please contact your trainer/assessor by their direct email or to admin@bcai.edu.au.

The student must discuss their assessment result and why they believe that the Assessor's judgement is incorrect showing evidence of how they have addressed the assessment criteria.

The assessor will consider the student's case and determine whether they uphold their original decision or in light of their discussions wish to alter the assessment judgement.

Where the Assessor wishes to alter the original judgement, the Assessor will put a request forward to the Training Manager in writing, outlining the details of the changes to the students' assessment results and reason for the change in assessment result.

The Training Manager will review the Assessor's reasoning and assessment evidence against the required benchmarks and either overturn or uphold the original decision.

Where the Assessor/Training Manager upholds the original assessment decision, the learner then has an opportunity to put in a formal written request

COMPLAINT PROCESS

Any formal complaint received directly by a Faculty or department will be immediately forwarded to Quality. quality@bcai.edu.au

Your complaint/feedback will be acknowledged in writing, recorded in the Complaint Register, added to your student record and forwarded to the relevant personnel.

We will endeavor to finalise the complaint as soon as practicable and notify you of the outcome in writing. Where resolution may exceed 60 days, we will provide periodic updates including reasons for the extended timeframe.

The complaint/appeals process must be followed in sequential order. There is no fee associated with Step One of the complaint/appeals process. However, if you appoint another party to support you during the complaint/appeals process, any related costs will be your responsibility. We will endeavour to finalise the complaint process as soon as practicable. Where resolution may exceed 60 days, we will provide periodic updates including reasons for the extended timeframe. Your complaint/appeals submission(s) will be acknowledged in writing, recorded in the Quality Notification Register, added to your student record and forwarded to the relevant person, faculty and/or departments for investigation.

STEP ONE: Lodge an complaint/appeal directly with BCAI by completing either the Appeal Form or the Assessment Appeal Form and emailing it to quality@bcai.edu.au

Any appeal received directly by a faculty or department will be immediately forwarded to Quality. Depending on the nature of the appeal, it will be reviewed by a senior manager not involved in the original decision, or by an alternate Assessor. Their decision will be communicated in writing as soon as practicable. Decisions or outcomes of the complaint / appeal handling process that find in the favour of the person making a complaint or seeking an appeal shall be implemented immediately.

Informing Persons and Responding to Allegations

Where a complaint involves one person making allegations about another person, it is a requirement for BCAI to hear both sides of the matter before making any judgements about how the complaint should be settled. A person who will be affected by a decision made by BCAI as a result of a complaint has the right to be fully informed of any allegations and to be provided adequate opportunity to be heard and respond. The person has the right to:

- put forward arguments in their favour,
- show cause why a proposed action should not be taken,
- deny allegations,
- call for evidence to disprove allegations and claims,
- explain allegations or present an innocent explanation, and
- provide mitigating circumstances (information aimed at reducing the severity, seriousness, of something).

BCAI also has an obligation to fully consider the substance of allegations and the response provided by parties before making a decision. Decisions must be communicated to the complainant and relevant

persons subject of allegations in writing. This is to include advising these persons of their right to seek a third-party review of decisions made by BCAI.

Where an allegation is made that involve alleged criminal or illegal activity and it is considered outside the scope and expertise of BCAI to investigate the matter, then in these circumstances BCAI reserve the right to report these allegations to law enforcement authorities. Persons related to the matter involving alleged criminal or illegal activity will be advised in writing if this course of action is being taken.

Review by an independent third party

BCAI provides the opportunity for the person making a complaint or seeking an appeal who is not satisfied with the outcomes of the complaints and appeals handling process to seek a review by an independent person. Before a person seeks a review by an independent person, they are requested to first allow BCAI to full consider the nature of the complaint or appeal and to fully respond to the person in writing. If after this has occurred, the person is not satisfied with the outcome, they can then seek a review by an independent person. To request a review by an independent person, the complainant or the person making an appeal should inform the Office Manager of their request who will initiate the process with the Chief Executive Officer.

In these circumstances the BCAI Chief Executive Officer will advise of an appropriate party independent of BCAI to review the complaint (and its subsequent handling) and provide advice to BCAI in regard to the recommended outcomes. The independent third-party is required to respond with their recommendations within fourteen (14) working days of their review being requested.

Where the BCAI appoints or engages an appropriate independent person to review a complaint / appeal, the BCAI will meet the full cost to facilitate the independent review.

Following an independent review, advice received from the independent person is to be accepted by BCAI as final, advised to the person making a complaint or seeking an appeal in writing and implemented without prejudice.

Where a complaint is received by BCAI and the Chief Executive Officer feels that they may be bias or there is a perception of bias, then the complaint is to be referred directly to an independent third-party for consideration and response as outlined above.

Unresolved Complaints and Appeals

Where the person making a complaint or seeking an appeal is not satisfied with the handling of the matter by BCAI, they have the opportunity for a body that is external to BCAI to review his or her complaint or appeal following the internal completion of complaint or appeals process.

Learners who are not satisfied with the process applied by BCAI may refer their matter to the following external agencies:

- In relation to consumer related issues, you may refer their complaint to the **Office of Fair Trading**.
- In relation to the delivery of training and assessment services, you may refer their complaint to the **National Training Complaints Service** via the following phone number: 13 38 73 or visit the website at <https://www.education.gov.au>
- In relation to matters relating to privacy, you may refer their complaint to the **Office of the Australian Information Commissioner** via the following details: <https://www.oaic.gov.au> or call on 1300 363 992

Issue of Certification

Upon full completion of one or more units of competency, receipt and verification of your Unique Student Identifier (USI) and full payment of relevant fees, a qualification or Statement of Attainment can be issued.

Partial completion of a qualification.

Should you wish to exit your course after being deemed competent in one or more units of competency, and if you are within enrolment and payment terms, you will be entitled to receive a Statement of Attainment.

Please note that due to the flexibility of Training Packaging Rules, some BCAI qualifications may include import units of competency that may/may not lie within a qualification or explicit unit of competency on our scope of registration.

Should you complete and be deemed competent in an imported unit(s) of competency not on our scope, and where you elect to withdraw from the course, you will not be able to receive a Statement of Attainment for any affected import units. In such cases, you can download your USI transcript from the periodically active site <https://www.usi.gov.au/> as evidence of completing the unit.

Completion of a qualification.

Full completion of all course requirements within terms and conditions will result in the issuance of a qualification.

Successful completion of a unit(s) within a course; but not full completion of the course requirements will result in the issuance of a Statement of Attainment only. Replacement certification If you require a replacement qualification or Statement of Attainment, please complete the Application for Replacement Certification Form and submit this along with payment to admin@moveacademy.edu.au

Withdrawals, Cancellations and Suspensions

We hope you graduate and go on to great things, but there are other ways your enrolment may conclude.

Expired Enrolment

An expired enrolment is where your enrolment expiry date is reached without you graduating.

Some students do this intentionally, enrolling to gain professional development knowledge but with no interest in attaining a formal qualification. Others do intend to graduate, but for whatever reason do not do so before their enrolment expires.

Once your course expiry date is reached your initial enrolment will expire, and a Statement of Attainment will be issued for any eligible units of competency completed.

There is no refund for expired enrolments.

Expiring students are encouraged to consider a Rolling Re-enrolment if eligible, or Per Subject options.

Withdrawal

A withdrawal is where you voluntarily decide to exit before graduation or enrolment expiry. To withdraw you need to notify the Faculty in writing, or you can complete the “Withdrawal Notification” form available from BCAI administration.

Partial refunds may be available depending on the terms and conditions of your enrolment.

If a refund is payable, it will be proportional to the time remaining in your enrolment at withdrawal notification, subject to further conditions below. If you intend to withdraw and request a refund, please notify BCAI immediately on deciding to do so. Refund requests must be on the Refund Request Form available on the website and will be subject to an administration fee.

Regardless of the time remaining in the enrolment, refunds will not be payable in the following circumstances:

- For non-Nationally Recognised courses, once the program has commenced or online access has been provided.
- For any subjects/units/modules where course content has been provided (including textbooks, tools, subscriptions, Moodle access). Please note, if you pay in full upfront, you will typically be provided with access to the full course in which case there would be no refund payable on withdrawal.
- For payment plans, any fees due before the withdrawal date will not be refunded.
- Where there has been a breach of the Student Code of Conduct, e.g. plagiarism, abuse of staff or other students, fraud against BCAI or its associates, copyright infringement. The only exceptions to this policy are:
 - Where the student’s application for enrolment is declined by BCAI.
 - Where BCAI cancel a unit in which the student has enrolled or where the commencement of a course is postponed for more than six weeks.

Cancellation

Cancellation is when a student is removed from their course by a decision of BCAI.

Reasons a student could be cancelled from their course include:

- Non-payment of tuition or other fees.
- Breach of the Student Code of Conduct or Academic Integrity, e.g. collusion or plagiarism, abuse of staff or other students, fraud against BCAI or our partners/service providers, copyright infringement.
- Depending on the payment option used, failure to meet progression deadlines (refer Payment Options).

A student, before being cancelled, would first be suspended while an investigation takes place. If the matter is upheld, the student would then be cancelled.

There is no refund for cancellations. Students will also be billed for any unpaid fees owing at the date of cancellation

Suspension

Certain events may result in student course access being suspended.

These events include:

- Non-payment of fees or charges
- While under investigation for breaches regarding Academic Integrity, the Student Code of Conduct or other serious matters.

While suspended, there is no access to your learning resources, assessment services or other support services. Any payment plan in place must still be adhered to. Any time lost due to suspension will not be added to your enrolment expiry date unless the issue is not upheld in full. Therefore, if you are suspended, you will need to adjust your study schedule to make up for any time lost.

Student Services and Support

All Students of BCAI are treated as individuals and are offered advice and support services to assist in achieving your desired outcomes. The first port of call is your tutor. If you not sure who to ask or where to go, please call or email us as per the details on our website.

As part of the delivery of this qualification BCAI provides the following student support services:

- Tutoring assistance
- Reasonable adjustment to those students with a disability/difficulty where the training package allows
- Educational pathways including recognised prior learning (RPL), and credit transfer (CT)
- Appeals and complaints procedures
- Recognition arrangements

Trainer and Assessor support:

- Trainers are available to answer telephone and email queries Monday to Friday from 8.30 am to 5:00 pm
- All queries will be responded to within 2 working day, any queries lodged at the weekend or on a public holiday will be answered within the next available working day

Administrative and Learning Management system (LMS) support

- Administrative staff are available by telephone and email queries Monday to Friday 9:00am to 5:00 pm
- All queries will be responded to within 1 working day, any queries lodged at the weekend or on a public holiday will be answered within the next available working day

BCAI endeavours to provide support; however, some students may need support we are not able or qualified to provide. In such cases, please refer to external support, welfare and guidance agencies. Any cost associated with third-party assistance will be your responsibility.

Student access to records

You can access most information regarding your course and progress via the moodle platform.

Where you cannot access your online record or if you require additional information, you can contact our Student Services team. Verifiable forms of identify must be provided before access can be granted to personal records.

Identification checks

At the discretion of BCAI, you may be subjected to random identification checks when you upload assessments or have other dealings with the team. Generic information can be discussed and disclosed without the need for formal identification checks.

Updating your details

Should you change your details (e.g. name, address, phone number) during your course, please notify BCAI via a Change of Details Form as soon as possible.

Code of Conduct

By enrolling for a course of study at BCAI, you agree to:

- Pay fees, as agreed at the time of enrolment.
- Complete each part of the course within the time frames set by your Trainer and/or enrolment conditions.
- Attend training sessions as advised by your Trainer.
- Submit your own work and adhere to Academic Integrity requirements.
- Meeting the following student expectations at all times.

Expectations

You are expected to maintain a professional approach to your studies, team members and fellow students.

By enrolling, you agreed to meet the following standards. If you anticipate any issue in meeting all these standards, do not enrol.

Behaviour. We value ethical behaviour, demonstrated by openness, honesty and integrity in all our dealings.

Responsibility. We take responsibility for our actions and stand by our promises to each other, to our students and our organisation.

Respect. We respect ourselves, our organisation, and our students. We expect students to also show respect and value diversity and tolerance.

Caring. We value caring for our students, our staff and wider community in a holistic and sustainable way.

Quality. We value quality, embracing uncompromising standards in service provision.

Flexibility and Innovation. We value flexibility and innovation, encouraging original solutions and flexibility in our approach to education provision.

Learning for Life. We encourage the ongoing pursuit of knowledge and skills for students and team members via various professional development opportunities.

In all dealings with team members and students, in all mediums including but not limited to online, email, phone and face to face, you must adhere to the following:

- Respect and courtesy to be always demonstrated.
- Actively discourage and do not participate or engage in any form of harassment, bullying, slander or unlawful discrimination.
- All actions and activities must be legal. Any fraud against BCAI or other students will result in cancellation of your enrolment without refund.
- Personal possessions are the responsibility of the student, and any interference with another student's or BCAI property will not be tolerated.

- Consideration without disruption or impediment to others learning.
- No inappropriate physical contact or verbal abuse, including offensive language.
- Clothing, footwear and hygiene must be appropriate when attending any physical location, to a standard no less than that expected within the industry the qualification relates to.
- Mobile phones are to be switched off during session times. No recording of sessions or photographs of facilities or other students is permitted without the permission of all parties involved.
- Eating and drinking are to be confined to designated areas while in a training facility/ workplace as a student of BCAI
- Drinking alcohol preceding or during training events is not permitted.
- Respect start and finish times of all sessions.
- Be professional in conduct with all parties, including in class and clinic/placement days.

This requires you to be responsive, engaging and helpful to fellow students, team member and service providers.

Disciplinary procedures will be enforced where failure to respect and uphold these behaviours and expectations occurs. This will typically involve immediate suspension of enrolment while an investigation is conducted.

Based on the investigation findings students may be cancelled, suspended or other disciplinary proceedings initiated. Please refer to Complaints and Appeals for further details.

Academic Integrity

We take Academic Integrity very seriously to protect you and the integrity of the qualification you will earn. Many of our courses have significant licensing outcomes in strict regulatory environments, and we have a duty of care to our graduates and to the industries and communities served by our graduates, to ensure all qualifications are legitimately earned. We implement several software solutions to help identify collusion and plagiarism from sources including the web, textbooks, current and previous students, and BCAI materials.

You must:

Undertake your study with honesty and integrity

Complete your own assessments without collaborating or plagiarizing

Take steps to ensure other students cannot copy your work

Where relevant, seek permission to use and appropriately acknowledge others work

Where there is suspicion a student's work is not entirely their own, they will be suspended pending an investigation by the Faculty. This will result in one of three potential outcomes.

1. Not upheld.
2. Breach in Error.

Where a breach was in genuine error and minor in nature, the student will be required to undertake an Academic Integrity awareness session with a Trainer. Please note the presenting of other students work as your own, in whole or part, will not be considered to be in error.

3. Intentional or Reckless Breach.

Where a breach was intentional or reckless, or there have been repeated offences, the student will, in most instances, be removed from the course without refund, and potentially banned from re-enrolling. In some instances, we may also be required to notify regulatory or industry bodies.

It is not difficult to avoid collusion or plagiarism. If you have any concerns at all, please contact your tutor or the Academy directly.

Privacy Policy

BCAI is committed to the Australian Privacy Legislation and this policy describes how BCAI will comply with the Commonwealth Privacy Act 1988, the Privacy Amendment (Enhancing Privacy Protection) Act 2012, the Data Provision Requirements 2012 and National Privacy Principles in the way it's collects, uses, secures and discloses personal information.

As part of your enrolment, you will be asked to declare your acceptance of the terms of the service contract and the refund conditions and confirm that you have been fully advised of the fees, refund conditions and conditions of enrolment and agree to be a student at BCAI.

You agree that it is your responsibility to retain a copy of this written agreement as supplied by BCAI and receipts of any payments of tuition fees or non-tuition fees.

Data Collection on BCAI Website

This statement applies to any personal information collected from you by BCAI via one of the websites owned or operated by us, or websites within our network, or related third party promotional partners. This statement does not apply to the practices of organisations that we do not own or control or to people that we do not employ or oversee even if links to their websites appear on our Promotional Platforms. We recommend you examine the privacy policies and statements of such other parties. In order to provide training and assessment services, BCAI lawfully collects personal information from staff and clients that is necessary both for appropriate marketing and promotional information to be sent to potential clients; and for the business to function.

We understand the importance of protecting the privacy of an individual's personal information. This statement sets out how we aim to protect the privacy of your personal information, your rights in relation to your personal information managed by us and the way we collect, hold, use and disclose your personal information.

In handling your personal information, we will comply with the Data Provision Requirements of 2012, the Privacy Act 1988 and with the thirteen Australian Privacy Principles in the Privacy Act.

This policy statement may be updated from time to time.

1. What Personal Information is collected

Personal information is information or an opinion about an identified, or reasonably identifiable, individual. During the provision of our services, including if you access our Promotional Platforms, register an account, opt-in to receive product or service information, deals and competitions, or complete surveys, we may collect your personal information.

Generally, prior to becoming a customer of BCAI, the kinds of personal information we collect includes your name, company name, address, telephone number, date of birth, email address, and course, product, and services preferences. In some circumstances we may also hold other personal information provided by you.

We may collect information about you in the course of your interaction with our website, learning, and Promotional Platforms including your internet protocol (IP) address, the date and time of your visit,

the pages you have accessed, the links on which you have clicked on our websites and emails, and the type of browser that you were using, which may be linked to your personal information.

2. How personal information is collected

Generally, we collect your personal information directly from you, if you:

- request information on our websites about any of our courses, products, or services;
- setup or update an account or other registration on our Promotional Platforms;
- opt-in to offers, deals and competitions;
- complete surveys;
- actively participate and use our Promotional Platforms; or
- submit an enquiry to us via our Promotional Platforms.

There may be other occasions when we collect your personal information from other sources such as from an information services provider or a publicly maintained record. Generally, we will only collect your personal information from sources other than you if it is unreasonable or impracticable to collect the personal information from you.

We may also collect statistical information if you access and use our Promotional Platforms by utilising features and technologies of your internet browser, including cookies and pixel tags. If you have provided personal information to us, we may link this statistical information to your personal information for the purpose of providing services to you.

3. Disclosure to third parties

We may disclose your personal information to third party advertisers for the purposes specified in Section 6 or for any other purposes specified in Section 5. We may also disclose your personal information with your consent or if disclosure is required or authorised by law.

4. Data Provision Requirements 2012

You agree that under the Data Provision Requirements 2012, BCAI is required to collect personal information about you and to disclose that personal information to the National Centre for Vocational Education Research Ltd (NCVER).

Your personal information (including the personal information contained on this enrolment form and your training activity data) may be used or disclosed by BCAI for statistical, regulatory and research purposes. BCAI may disclose your personal information for these purposes to third parties, including:

- School – if you are a secondary student undertaking VET, including a school-based
- apprenticeship or traineeship;
- Employer – if you are enrolled in training paid by your employer;
- Commonwealth and State or Territory government departments and authorised agencies;
- 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.

You may receive an NCVER student survey which may be administered by an NCVER employee, agent or third party contractor. You may opt out of the survey at the time of being contacted. NCVER will collect, hold, use and disclose your 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).

5. Overseas disclosure

We may disclose personal information to overseas recipients for the following purposes:

- in order to provide our services and/or products;
- for administrative or other business management purposes; or
- where you have provided your consent to us disclosing your personal information to a specified third party promotional partner that is located overseas

Recipients of such disclosures for the purpose of our administrative or business management purposes are located in New Zealand , and may also be located in other countries notified to you from time to time.

By providing personal information on our websites, through any of our Promotional Platforms you consent to us disclosing your personal information to a Partner that is located overseas. Before disclosing any personal information to an overseas recipient, we take steps reasonable in the circumstances to ensure the overseas recipient complies with the Australian Privacy Principles or is bound by a substantially similar privacy scheme unless you consent to the overseas disclosure or it is otherwise required or permitted by law.

Direct Marketing

By providing personal information on our websites, or through any of our Promotional Platforms promoting our courses, products and services, you consent to allow us and other third parties elected by us to send out marketing materials including, but not limited to their promotions and special offers, product information, information about services, newsletters, and other forms of electronic communication, as well as other methods of communication from time to time such as phone and mail.

As such, we may disclose your personal information to the Partner for the purpose of the Partner contacting you for promotional purposes and direct marketing purposes, and the Partner may contact you with special offers via the communication channel and contact details provided by you at the time you provided your personal information to us.

In the event you do not wish to receive such communications, you can opt-out by contacting us via the contact details set out in Section 9, through any opt-out mechanism contained in a communication or by logging in to your account and using the info and feedback form. If you unsubscribe or opt-out, you will be unsubscribed from our email channels, and you will not have your data provided to any third-party advertisers or people for marketing or other purposes (except to the extent as required by law to disclose it). You may at any point re-subscribe by re-registering or logging a new enquiry for any of our course, products, or services on our website or through any of our Promotional Channels.

7. Security of personal information

We take all steps reasonable in the circumstances to ensure that the personal information we hold is protected from misuse, interference and loss and from unauthorised access, modification or disclosure. We hold personal information in both hard copy and electronic forms in secure databases on secure premises, accessible only by authorised staff.

We will destroy or de-identify personal information in circumstances where it is no longer required, unless we are otherwise required or authorised by law to retain the information.

8. Access and correct personal information held

We take steps reasonable in the circumstances to ensure personal information we hold is accurate, up-to-date, complete, relevant and not misleading. Under the Privacy Act, you have a right to access and/or seek correction of your personal information that is collected and held by us.

If at any time you would like to access or correct the personal information that we hold about you, or you would like more information on our approach to privacy, please contact us via the contact details set out below. We will grant access to the extent required or authorised by the Privacy Act or other law and take steps reasonable in the circumstances to correct personal information where necessary and appropriate.

To obtain access to your personal information:

- you will have to provide proof of identity. This is necessary to ensure that personal information is provided only to the correct individuals and that the privacy of others is protected;
- you must be reasonably specific about the information you require; and
- we may charge you a reasonable administration fee, which reflects the cost to us, for providing access in accordance with your request.

If we refuse your request to access or correct your personal information, we will provide you with written reasons for the refusal and details of complaint mechanisms. We will also take steps reasonable in the circumstance to endeavour to provide you with access in a manner that meets your needs and our needs.

We will endeavour to respond to your request to access or correct your personal information within 7 days from your request.

9. Contact us

For further information or enquiries regarding your personal information held by us, or if you would like to opt-out of receiving any promotional communications from us or our Partners, please contact us at admin@moveacademy.edu.au or call us on 1800 125 002 (AUS) or 0800 668 300 (NZ)

10. Complaints Process

If you believe that we have breached the Privacy Act, the Australian Privacy Principles or any binding code under the Privacy Act, you can make a privacy complaint to us. Please direct all privacy complaints to us on the contact details below. At all times, privacy complaints:

- will be treated seriously;
- will be dealt with promptly;
- will be dealt with in a confidential manner; and
- will not affect your existing obligations or affect your commercial arrangements with us.

We will commence an investigation into your complaint. You will be informed of the outcome of your complaint following completion of the investigation. In the event that you are dissatisfied with the outcome of your complaint, you may refer the complaint to the Federal Office of the Australian Information Commissioner.

Personal Information collected

The information collected and held will depend upon the products and service requested. This information is required to be reported to ASQA under the requirements of the Australian Vocational Education and Training Management Information Statistical Standard (AVETMISS). Information collected may include, but is not limited to:

1. Full Name
2. Address
3. Contact details (telephone and email)
4. Date of Birth
5. Gender
6. Cultural Background (Indigenous)
7. Country of birth
8. Language spoken at home
9. Level of English spoken
10. Disability information
11. Highest schooling completed
12. Other qualifications completed
13. Current employment status

As part of the enrolment process, BCAI discloses why the personal information is collected and how it is to be used. Clients are informed of the Privacy Policy and their agreement to the use of their personal information on the official enrolment forms.

Use and Disclosure

Generally, BCAI will only use and disclose personal information:

1. To establish and maintain the relationship to BCAI
2. To promote and market its products and services
3. To provide the products and services requested from BCAI and other learning providers in which you enrol or apply to enrol
4. To promote and market the products and services of third parties elected by BCAI that may have products or services of interest to clients and potential customers

5. To administer and manage those products and services
6. To comply with Commonwealth and State Government laws and regulations including the Education (General Provisions) Act 2006 and the Education (Queensland Studies Authority) Act and Regulation 2002 where applicable.
7. To report to National Registering Bodies in relation to training services provided.

Unsubscribe

Students have the option to request no further contact from BCAI by clicking the “UNSUBSCRIBE” link provided on emails received.

Agents, Contractors and Other Third Parties

Our agents, contractors and other third parties, who require personal information to provide a legitimate service, are also bound by these terms of privacy to ensure that client and participant personal information remains protected at all times.

Use of Internet

The internet may be used to transmit client and participants personal information from delivery sites to other sites and to state/federal registering bodies. Security of data transmitted to state and federal registering bodies is managed by the respective bodies and we have taken all reasonable steps to protect and secure personal information when using the internet.

Data Quality

We will ensure that personal information is accurate, complete and up-to-date. Clients and participants are encouraged to assist by contacting BCAI and informing us of any changes.

Access to Enrolment Records

BCAI will not disclose enrolment information that we gather about our students to any third party (apart from those exceptions previously stated). If student information is requested by a third party we will require authority from the relevant student prior to release of any information. Students will be asked to supply their name, date of birth and address as identification before this authority can be given. This authority will be kept on the Student Profile for as long as the student endorses it.

Should staff or students seek access to their information, they will be asked to supply their name, date of birth and address as identification before this can occur. Access to student personal information is available on application through the Administration Team of BCAI. Access to personal information will be controlled at all times.

Legislative and Regulatory Responsibilities

BCAI is required to operate in accordance with the law. This means we comply with the requirements of legislative and regulatory requirements. The following legislation is a list of the Acts that BCAI has recognised it has compliance responsibilities to. They also represent obligations to you as a learner whilst training with BCAI.

During your day-to-day work and when participating in training, you will need to be aware of the relevant legislation that may impact on your conduct and behaviour.

Copies of State and Federal legislation can be found on the Internet at <http://www.australia.gov.au/information-and-services/public-safety-and-law/legislation/states-and-territories> (State) and www.comlaw.gov.au (Federal).

The following is a summary of the legislation that will generally apply to your day-to-day work and training.

Work Health and Safety Act 2011

The main object of this Act is to provide for a balanced and nationally consistent framework to secure the health and safety of workers and workplaces. The WHS Act protects workers and other persons against harm to their health, safety and welfare through the elimination or minimisation of risks arising from work or from types of substances or plant.

The WHS Act covers workers by providing a nationally uniform work health and safety laws. This includes employees, contractors, sub-contractors, outworkers, trainees, work experience learners, volunteers and employers who perform work.

The WHS Act also provides protection for the general public so that their health and safety is not placed at risk by work activities.

Section 29 of the WHS Act requires that any person at a workplace, including customers and visitors, must take reasonable care of their own health and safety and that of others who may be affected by their actions or omissions.

They must also cooperate with any actions taken by the person conducting business or undertaking to comply with the WHS Act and WHS Regulation.

Privacy Act 1988

The Privacy Act is supported by the Australian Privacy Principles which came into effect on 12th March 2014. The object of Australian Privacy Principles is to ensure businesses and government agencies manage personal information in an open and transparent way.

Review the section within this handbook that relates to privacy protection. It provides you with information about:

- the kinds of personal information that the entity collects and holds;
- how the entity collects and holds personal information;
- the purposes for which the entity collects, holds, uses and discloses personal information;

- how an individual may access personal information about the individual that is held by the entity and seek the correction of such information;
- how an individual may complain about a breach of the Australian Privacy Principles and how the entity will deal with such a complaint; and
- whether the entity is likely to disclose personal information to overseas recipients.

Disability Discrimination Act 1992

Sect 5 - Disability Discrimination

(1) For the purposes of this Act, a person (discriminator) discriminates against another person (aggrieved person) on the grounds of a disability of the aggrieved person if, because of the aggrieved person's disability, the discriminator treats or proposes to treat the aggrieved person less favourably than, in circumstances that are the same or are not materially different, the discriminator treats or would treat a person without the disability.

For the purposes of subsection (1), circumstances in which a person treats or would treat another person with a disability are not materially different because of the fact that different accommodation or services may be required by the person with a disability.

Sex Discrimination Act 1984

The objects of this Act are:

- to give effect to certain provisions of the Convention on the Elimination of All Forms of Discrimination Against Women; and
- to eliminate, so far as is possible, discrimination against persons on the ground of sex, marital status, pregnancy or potential pregnancy in the areas of work, accommodation, education, the provision of goods, facilities and services, the disposal of land, the activities of clubs and the administration of Commonwealth laws and programs; and
- to eliminate, so far as possible, discrimination involving dismissal of employees on the ground of family responsibilities; and
- to eliminate, so far as is possible, discrimination involving sexual harassment in the workplace, in educational institutions and in other areas of public activity; and
- to promote recognition and acceptance within the community of the principle of the equality of men and women.

Age Discrimination Act 2004

The objects of this Act are:

- to eliminate, as far as possible, discrimination against persons on the ground of age in the areas of work, education, access to premises, the provision of goods, services and facilities, accommodation, the disposal of land, the administration of Commonwealth laws and programs and requests for information; and
- to ensure, as far as practicable, that everyone has the same rights to equality before the law, regardless of age, as the rest of the community; and

- to allow appropriate benefits and other assistance to be given to people of a certain age, particularly younger and older persons, in recognition of their particular circumstances; and
- to promote recognition and acceptance within the community of the principle that people of all ages have the same fundamental rights; and
- to respond to demographic change by:
 - removing barriers to older people participating in society, particularly in the workforce; and
 - changing negative stereotypes about older people.

Racial Discrimination Act 1975

This Act gives effect to Australia's obligations under the International Convention on the Elimination of All Forms of Racial Discrimination. Its major objectives are to:

- promote equality before the law for all persons, regardless of their race, colour or national or ethnic origin, and
- make discrimination against people on the basis of their race, colour, descent or national or ethnic origin unlawful.

Copyright Act 1968

Copyright is a type of property that is founded on a person's creative skill and labour. It is designed to prevent the unauthorised use by others of a work, that is, the original form in which an idea or information has been expressed by the creator.

Copyright is not a tangible thing. It is made up of a bundle of exclusive economic rights to do certain acts with an original work or other copyright subject-matter. These rights include the right to copy, publish, communicate (eg. broadcast, make available online) and publicly perform the copyright material.

There is no general exception that allows a work to be reproduced without infringing copyright. Where a part of a work is copied, the issue is whether a substantial part of that work has been reproduced and thus an infringement has occurred. However, there is a 10% rule which applies in relation to fair dealing copying for the purposes of research or study. A reasonable portion of a work may be copied for that purpose, and a reasonable portion is deemed to be 10% of a book of more than 10 pages or 10% of the words of a work in electronic form.

Fair Work Act 2009

The main objectives of this Act are to provide a balanced framework for cooperative and productive workplace relations that promote national economic prosperity and social inclusion for all Australians by:

- Providing workplace relations laws that are fair to working Australians, are flexible for businesses, promote productivity and economic growth for Australia's future economic prosperity and take into account Australia's international labour obligations;
- Ensuring a guaranteed safety net of fair, relevant and enforceable minimum terms and conditions through the National Employment Standards, modern awards and national minimum wage orders;
- Enabling fairness and representation at work and the prevention of discrimination by recognising the right to freedom of association and the right to be represented, protecting against unfair treatment and discrimination, providing accessible and effective procedures to resolve grievances and disputes and providing effective compliance mechanisms.

National Vocational Education and Training Regulator Act 2011

This legislation provides that basis for the regulation of Registered Training Organisations in Australia. The legislation provides the basis for the establishment of the National VET Regulator who are the registration authority for RTOs. A core component of this legislation is that it defines the condition for the registration of an RTO which include:

- compliance with the VET Quality Framework
- satisfying Fit and Proper Person Requirements
- satisfying the Financial Viability Risk Assessment Requirements
- notifying National VET Regulator of important changes
- cooperating with National VET Regulator
- compliance with directions given by the National VET Regulator

Administration

Students are requested to please advise BCAI of any changes to their contact details, especially mailing addresses and emailing addresses.

If you have any further questions regarding your enrolment in one of our courses, please contact the Office on 1800 125 002 (AUS) or 0800 668 300 (NZ) during business hours.

For further information contact us, or alternatively you can write to us at:

BCAI

Suite 3, 9 Sunshine Beach Road
Noosa Heads, QLD 4558

Free Phone: 1800 125 002 (AUS)

0800 668 300 (NZ)

Telephone: +61 7 3036 0726 (for overseas callers)

Email: admin@bcai.edu.au

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