

Code of Practice 2021

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Grievances, Complaints and Appeals Policy

1.1 - Overview

Wilson Medic One is committed to providing the highest quality training services and to ensuring that all students and clients have a positive experience when dealing with us. However, we recognise that there may be times that we don't live up to your expectations. We view grievances and complaints as an opportunity to review continuous improvement opportunities.

Wilson Medic One has a Complaints committee which reviews all complaints and grievances formally lodged. The Complaints committee consists of the following staff members:

- Training and Compliance Manager
- Training and Operations Manager

Where a formally lodged complaint or grievance relates to one of the staff members on the Complaints committee, the matter will be dealt with by the National Service Delivery Manager.

Wilson Medic One will address any and all complaints in a fair, constructive and timely manner.

1.2 - Definitions

Wilson Medic One defines complaints and grievances as:

- **Grievance** – an expression of dissatisfaction
- **Complaint** – a dissatisfaction with any service provided by Wilson Medic One coupled together with a request for action.

A complaint or grievance may be about an Academic or Non-Academic matter:

- **Academic matters** – matters which relate to student progress, assessment, course content or awards, etc
- **Non-academic matters** – all other matters which do not to academic matters such as fees, concerns about privacy, matters relating to other students, harassment etc.

1.3 – How to raise a grievance or make a complaint

You can make a complaint in two ways:

Informal complaints - verbal

Students or clients are encouraged to raise any concerns that they may have informally with the relevant Trainer/Assessor or Wilson Medic One employee.

Alternatively, you can also speak with one of our administration and student support officers on 1300 262 000.

Formal complaints - in writing

Written complaints can be made:

□ Via email: info@wilsonmedicone.com.au, or

□ Via hardcopy: Wilson Medic One

 Training and Operations Manager

 Level 3, Bishops See, 235 St George's Terrace,

 PERTH WA 6000

1.4 – What happens when you lodge a complaint or grievance?

Informal grievances and complaints

Most issues are resolved at the local level. If a complaint or grievance occurs, Wilson Medic One encourages the student or client to raise it with the appropriate staff member or party involved (e.g. the trainer/assessor). If a mutually agreed resolution at a local level is not achievable, the matter must be formalised in writing. **Formal grievances and complaints**

Please allow 10-15 days for a complaint to be investigated and to provide you with an outcome.

When a written complaint/appeal is received, Wilson Medic One will contact you to formally acknowledge receipt of the complaint by email or in writing. Investigation into the issue will commence within 5 working days of the complaint being received.

You may be contacted for further information as part of this process.

The outcome will then be issued in writing within 10 working days from the commencement of the investigation into the complaint.

Where a complaint cannot be resolved within 15 business days, Wilson Medic One will contact you to advise you and will keep you informed of the progress of the matter

1.5 – Can another person lodge a complaint or grievance on your behalf?

Yes, however we will respond directly to you unless you have given us permission in writing to respond to a nominated third party.

Exceptions to this rule include:

- Parents / Legal guardians where a student is under 18
- Employers on behalf of trainees or for students where they have paid part or all of the cost directly to Wilson Medic One
- Authorised relevant government bodies

1.6 – Request for further information

In some cases, the Wilson Medic One representative investigating your complaint or grievance may need more information from you to assist us in understanding and / or investigating your concerns.

We may contact you by phone or email. If you do not return to us with further information after two contact attempts, we may elect to close your complaint. We will notify you in writing where this is the case.

1.7 – Appeals

How do I appeal a decision (internal appeal)?

You can appeal a decision by contacting us in writing.

You should provide a summary of the grounds that the appeal is based on and the reason why you feel that the initial decision was unfair. The appeal must be lodged to the Compliance and Development Manager within 20 working days from the time you receive the outcome of your initial complaint.

The appeal application will then be addressed by the Compliance and Development Manager and Complaints Committee members to consider the claim and arrive at an outcome. The outcome, including rationale, will be presented in writing within 10 business days of receiving the appeal application.

Referring the matter to a third-party mediator (external appeal)

If you are not satisfied with the outcome of the internal appeal, you may request that the matter be referred for external dispute resolution by an external independent body appointed for this purpose by Wilson Medic One.

There will be no cost charged to the student for any matters requiring an external dispute resolution service.

Wilson Medic One will give due consideration to any recommendations arising from the external review within 10 days. Generally, Wilson Medic One will follow recommendations made by the external reviewer and will confirm this in writing.

If you are paying for your course via a VET Student Loan and don't agree with the outcome of the external appeal you can contact the Commonwealth VET Student Loans Ombudsman, for more information go to: <https://www.ombudsman.gov.au/How-we-can-help/vslo>

For all others, if you have been through all stages of this grievance handling process and remain unsatisfied with the outcome of your grievance, you may:

- contact the National Training Complaints Hotline on 13 38 73, select option 4 (Monday–Friday, 8am to 6pm nationally) or by email by completing the complaint template on <https://www.dese.gov.au/national-training-complaints-hotline/national-training-and-complaints-hotline-complaints-form>

- contact the Australian Skills Quality Authority (ASQA). For contact details and information please see: www.asqa.gov.au/complaints . Please note that ASQA will only accept a complaint in regard to a Registered Training Organisation (RTO) where the complainant has exhausted the RTO's internal complaints and appeals processes, and only in circumstances where the complaint is related to the regulatory obligations enforced by ASQA.

Any costs associated with a complainant taking the matter further, will be borne by the complainant unless a court of law directs Wilson Medic One to pay for such costs.

Where Wilson Medic One does not agree with the outcome of the third-party recommendation, Wilson Medic One will notify the complainant in writing outlining our decision and how we have come to that decision.

1.8 – Improvement Actions

Wilson Medic One confirms its commitment to investigate and act on any complaint raised, and also to take appropriate action in any case where the complaints are substantiated. In cases where a complaint is upheld, Wilson Medic One **endeavours** to identify the cause of the complaint and implement steps to prevent the situation happening again.

All improvement actions arising from complaints are raised via the complaints register. Wilson Medic One maintains a Continuous Improvement Register for recording the receipt and management of improvement records.

Once improvement records are raised, the Complaints Committee review complaints and their causes, evaluate corrective action to resolve the issue and prevent reoccurrence, implement appropriate actions, record results of actions undertaken and review these actions to ensure effectiveness after implementation.

1.9 – Confidentiality

All complaints are handled with confidentiality in mind, however we acknowledge that some complaints may be of a more sensitive nature than others.

You can request to log your request directly with a member of the Complaints Committee or the **branch manager for your training location.**

The complaints register is located on an internal intranet database and access is limited to key staff who deal with complaints due to the confidential and / or sensitive nature of some complaints.

1.10 – Frequently asked questions

My complaint is about my trainer – will they be aware that I've complained?

In most situations, if the matter concerns your trainer, it is best that we discuss the matter with them as part of our investigation. We will handle such situations with sensitivity.

If you do not want your trainer to be aware of your complaint, please let us know. However, this may limit our ability to fully investigate your concerns.

If you wish to remain anonymous you can, but we may not be able to fully resolve your concerns.

I don't want to get anyone in trouble

Wilson Medic One views all complaints and grievances as an opportunity for continuous improvement. We recognise that our staff at times may make errors and it is important for us to be aware of these issues so that we can provide coaching and / or training if required. In other cases, it may not be a human error, but systematic issue that we could implement a new process for.

I just want to give you feedback, I don't want any response

We always welcome feedback and try to incorporate it where we can. If you don't want us to respond, just let us know when lodging the feedback.

I'm not angry, but I just want to let you know that I have an issue

We welcome all feedback and certainly welcome the opportunity to address your issue. You don't need to be angry to have an issue!

Who can view the details of my grievance or complaint?

We lodge the details of your grievance or complaint into our internal complaints database. This database has restricted access to maintain confidentiality, particularly when a complaint is of a sensitive nature.

Student Privacy Policy

2.1 - Overview

Wilson Medic One collects personal information on students, contractors and its employees as defined by the Privacy Act 1988. Wilson Medic One complies with the Privacy Act 1988 (C'Wlth), including the 13 Australian Privacy Principles (APP) as outlined in the Privacy Amendment (Enhancing Privacy Protection) Act 2012 (C'Wlth) and is committed to maintaining the privacy and confidentiality of its RTO personnel, RTO contractors, third party and participant records.

This policy specifically relates to the privacy of student, employer and other groups or individuals in the relation of training and / or assessment services. As such, this policy applies to all staff, contractors and other third parties which may be privy to sensitive information covered by the APP.

2.2 – What are the Australian Privacy Principles

In 2014, the APP replaced the National Privacy Principles (NPP). The APP broadly covers a range of private information that Wilson Medic One may obtain in the course of our normal duties. For our purposes, these include, but are not limited to:

Student

1. Student identifiers (name, date of birth, student numbers, unique student identifiers (USI), State and Territory Student Identifiers and Apprenticeship / Traineeship Contract IDs;
2. Student contact details (phone, address, email, fax etc.);
3. Information such as disabilities, illness, language, literacy or numeracy challenges, and other sensitive information;
4. Student IDs such as Medicare cards, driver's license, concession cards etc. for the purpose of identifying eligibility for courses and / or funding.
5. Student residency and or citizenship status for the purpose of identifying eligibility for courses and or funding.

6. Copies of student transcripts from other education institutes for determining eligibility for course and / or credit transfers;
7. Third party reports regarding on the job performance for employers; and
8. Assessment results

Employer/Third Parties

1. Employer/Third Parties contact details (Phone, address, email, fax, etc.)

2.3 – Collection of information

The Privacy Act imposes restrictions on collecting sensitive personal information such as information about religious views, ethnicity, political opinions and personal health. Wilson Medic One will only collect personal information from individuals by fair and lawful means which is necessary for the functions of Wilson Medic One.

Wilson Medic One will only collect sensitive information with the consent of the individual and if that information is reasonably necessary for the functions of Wilson Medic One. By entering into an enrolment contract, the individual gives consent for this information to be disclosed.

The information requested from individuals by Wilson Medic One will only be used to provide details of study opportunities, to enable efficient course administration, to maintain proper academic records, to assess an individual's entitlement to state or territory government funded courses, VET Student Loan assistance, to allocate a Commonwealth Higher Education Student Support Number (CHESSN), to apply for with permission or check a Unique Student Identifier and to report to government agencies as required by law. If an individual chooses not to give Wilson Medic One certain information then Wilson Medic One may be unable to enrol that person in a course or supply them with appropriate information

2.4 – Disclosure of information

Personal information about students studying with Wilson Medic One may be shared with the Australian Government, State and Territory Governments and designated authorities, including the Australian Skills Quality Authority (ASQA), the Commonwealth Department with

responsibility for administering the VET Student Loans Act 2016 and Higher Education Support Act 2003 the Tuition Assurance Scheme manager (ACPET), the external Dispute Resolution Scheme Manager (the Commonwealth VET Student Loans Ombudsman). This information includes personal and contact details, course and unit enrolment details and changes. Wilson Medic One will not disclose an individual's personal information to another person or organisation unless:

- a) the individual concerned is reasonably likely to have been aware, or made aware that information of that kind is usually passed to that person or organisation;
- b) the individual concerned has given written consent to the disclosure;
- c) Wilson Medic One believes on reasonable grounds that the disclosure is necessary to prevent or lessen a serious and imminent threat to the life or health of the individual concerned or of another person;
- d) the disclosure is required or authorised by or under law; or
- e) the disclosure is reasonably necessary for the enforcement of the criminal law or of a law imposing a pecuniary penalty, or for the protection of the public revenue.

Where personal information is disclosed for the purposes of enforcement of the criminal law or of a law imposing a pecuniary penalty, or for the purpose of the protection of the public revenue, Wilson Medic One shall include in the record containing that information a note of the disclosure. Any person or organisation that collects information on behalf of Wilson Medic One or to whom personal information is disclosed as described in this procedure will be required to not use or disclose the information for a purpose other than the purpose for which the information was collected by them or supplied to them.

2.5 – Application of Australian Privacy Principles

APP 1 – Open and transparent management of personal information

- We publish this policy on our website: www.wilsonmedicone.com.au;
- A link to this policy is included in our student handbooks; and
- Wilson Medic One outlines:

- what information is collected and what it will be used for
- what information will be released and under what conditions.

APP2 – Anonymity and pseudonymity

- Individuals can remain anonymous for the purpose of requesting general information on a course, website enquiries or anonymous complaints/feedback; and
- Individuals who wish to undertake nationally recognised training with Wilson Medic One will be required to disclose information of a personal nature as outlined in this policy
- Students who wish to provide feedback on our courses or services may do so anonymously.

APP 3 – Collection of solicited personal information

- Wilson Medic One will collect information you provide on enrolment into a nationally accredited course or on commencement of employment with Wilson Medic One. We may also collect information you provide on websites, enrolment forms, course materials and assessments;
- Wilson Medic One may sometimes collect information, with your consent, from your employer, a job services provider or other organisations where students may engage in placement for training and assessment purposes; and
- Wilson Medic One collects information of a personal and sometimes sensitive nature. Information Wilson Medic One collects may include:
 - Full name;
 - date of birth;
 - residential address;
 - contact details;
 - demographic information;
 - disability;

- employment details;
 - educational background;
 - indigenous background;
 - concession status;
 - language, literacy and numeracy skills; and
 - educational/course progress.
- Wilson Medic One may also collect information on your next of kin or parent/guardian for emergency purposes; and
 - Wilson Medic One only collects uses and stores information which is directly related to the provision of training and assessment (for students) and information directly related to the employment or engagement of contractors (for employees and contractors).

APP 4 – Dealing with unsolicited personal information

- Information which is received that is not related to training and assessment or employment with Wilson Medic One is destroyed in a safe and secure manner

APP5 – Notification of the collection of personal information

- Students and employees are notified when information is collected or sourced from third parties. Such notifications are expressed in enrolment forms, assessment tools and other written documents or implied in such circumstances such as workplace observations

APP 6 – Use or disclosure of personal information

Wilson Medic One only uses information for the provision of training and assessment.

Wilson Medic One only discloses information to 3rd parties such as:

- i. Relevant Government bodies
- ii. Apprenticeship Centres – where a student is a trainee or apprentice
- iii. Employers – where a student is a trainee or apprentice or when an employer has paid for the provision of training
- iv. Job Services Providers – where you have been referred by a Job Service Provider
- iv. External auditors and our consultants
- v. Parent/Guardian – where a student is under the age of 18
- vi. Other entities as required by law.

APP 7 – Direct marketing

- Your personal information will never be sold to any marketing company or third party;
- Wilson Medic One may use your personal information to market directly to you only for the provision of further training and assessment with the RTO;
- Wilson Medic One will only use your information if you have provided consent to use your information for this purpose and you have opted-in to this type of communication; and
- Wilson Medic One provides an 'opt out' option for receiving direct marketing.

APP 8 – Cross-border disclosure of personal information

- Wilson Medic One will not disclose your personal information to any entity outside of Australia unless you have provided your express written consent;
- Students who agree for Wilson Medic One to use their personal information such as name and images for marketing purposes via social media platforms are advised of the possibility of their information being accessed by individuals overseas.

APP 9 – Adoption, use or disclosure of government related identifiers

Wilson Medic One is required to collect, in some circumstances, government related identifiers. Wilson Medic One will not use these identifiers for any reason or purpose except for the explicit reason it is required (e.g. Concession numbers, USI, Driver License Number, etc.) and will not use these numbers as an identifier of individuals; and

- Wilson Medic One will only disclose government related identifiers where required by law or express consent has been given to disclose this information.

APP 10 – Quality of personal information

- Wilson Medic One collects information and ensures it is accurate, up to date and complete; and
- Wilson Medic One will take all reasonable steps to ensure that the information provided from individuals is correct and any third-party information received can be verified for accuracy, currency and completeness.

APP 11 – Security of personal information

- Wilson Medic One will take reasonable steps to protect personal information that it holds from unauthorised access; modification or disclosure, misuse, interference or loss.
- Wilson Medic One maintains physical security measures over its physical premises and a range of computer and network security measures (such as systems access, firewalls, data encryption) over its electronic systems.
- Wilson Medic One employees are required to maintain the confidentiality of any personal information held
- If other parties provide support services, Wilson Medic One requires them to agree to appropriately protect the privacy of the information provided to them.

APP 12 – Access to personal information

- Individuals may request copies of information which is kept about them at any time;

- Wilson Medic One will not release personal information to a third party unless it is authorised or required by law to do so;

When requesting personal information, the individual will need to be able to adequately identify themselves

- The timeframe for granting access will vary according to the nature of the request, who is requesting the information and how the information is requested to be given. For example, information requested by a phone call will generally be given during the call if the caller's identity can clearly be established and the requestor is wanting information verbally. More complex requests may take longer. Please allow 5-10 working days. Where we are unable to respond to a request within this time frame, we will advise you.
- In some circumstances there may be legal, regulatory or administrative reasons to deny the requested access. If access is denied, Wilson Medic One will provide you with the reasons for doing so.

APP 13 – Correction of personal information

- Individuals who feel that the information Wilson Medic One uses and stores is inaccurate or incomplete may request to have the information updated and corrected.
Such corrections must be in writing to: info@wilsonmedicone.com.au

Determining Course Suitability

3.1 - Overview

Wilson Medic One is committed to ensuring that each student who enrolls with us has every opportunity to satisfactorily complete their course.

This means that prior to enrolment, Wilson Medic One undertakes several checks to ensure course suitability and funding eligibility. These checks are collectively known as the 'Pretraining Review' (PTR).

PTRs are undertaken to identify that a student:

1. Is academically suitable for the course they wish to undertake, and
2. whether they will need additional support to successfully complete the course, and
3. whether they are eligible to pay for part or all of their course via a government funded subsidy or government loan (VET Student Loan).

The purpose of these checks are to ensure that a student is fully informed and to ensure that Wilson Medic One is meeting the quality requirements and obligation for each funding contract and student loan contract.

3.2 – Language, Literacy and Numeracy Evaluation

Students are required to have sufficient language, literacy and numeracy skills to complete their chosen course. This is determined during enrolment with students provided the opportunity to identify if they require extra assistance with meeting language, literacy and numeracy requirements.

VET Student Loan applicants

Students enrolling into Diploma level qualifications and seeking to access VET Student Loans to cover the cost of their course are required to meet one of the following requirements for demonstrating appropriate levels of language, literacy and numeracy skills:

- Provide a copy of a Senior Secondary Certificate of Education (Year 12 certificate) as awarded by an Australian State or Territory; or

- Provide a copy of a Certificate IV qualification or higher (providing that this qualification was delivered in English); or
- Undertake an approved language, literacy and numeracy assessment which demonstrates competence at or above Exit Level 3 in the Australian Core Skills Framework in both reading and numeracy.

Where applicants are unable to supply a Senior Secondary Certificate of Education or a Certificate IV or higher-level qualification, Wilson Medic One will make arrangements for the completion of an approved language, literacy and numeracy assessment.

3.3 – VET Student Loan Eligibility

Students wishing to pay via a government student loan must be eligible and are required to complete an online Commonwealth Assistance Request Form (known as the eCAF).

To be eligible to apply for a VET Student Loan the student must:

- a) Be applying for the HLT51015 Diploma of Paramedical Science, and
- b) Be an Australian citizen, Australian permanent humanitarian visa holder, or New Zealand Special Visa holder who meets the long-term residency requirements, and
- c) Be a resident in Australia for the duration of their study, and
- d) Not have already exceeded their HELP Limit, and
- e) Have a valid Unique Student Identifier (USI), and
- f) Hold or have applied for a Tax File Number (TFN), and
- g) Submitted a loan application form prior to the first census day, and
- h) Be assessed as being academically suitable to undertake the HLT51020 Diploma of Emergency Health Care. This includes the requirement to meet the language, literacy and numeracy

Identification process

There are three mechanisms for Wilson Medic One to obtain verification of student identification:

- Face to face in person where the original identification document is photographed by the Wilson Medic One enrolment officer
- Via email where a photograph or scan of the identification document is emailed to the Wilson Medic One enrolment officer
- Via traditional mail where a copy of the identification document is posted to the relevant Wilson Medic One state office

Cancellation of Enrolment

4.1 – notification of proposal to cancel enrolment

Wilson Medic One, at their sole discretion, reserves the right to cancel a student's enrolment, at any stage of the course. We will inform the affected student in writing of our intention to cancel.

Notification of an intention to cancel a student's enrolment can arise for several reasons including, but not limited to:

- Inappropriate behaviour in class or towards any staff member or student of Wilson Medic One
- Failure to pay necessary course fees or contributions
- Repeated failure to attend class or to meet assessment requirements
- Where a student prejudices the good name or reputation of the RTO

4.2 – Grievance Procedures

Students who receive a notification of Wilson Medic One's intention to cancel their enrolment will be provided with advice on how to initiate grievance procedures and have at least 20 workingdays to do so before the cancellation takes final effect.

4.3 – Final cancellation

Final cancellation of the student's enrolment will only take effect after any grievance procedures initiated by the affected student have been fully concluded.

4.4 – Payment of refunds

Refunds will be paid subject to Wilson Medic One's Refund Policy.

Fees, Charges and Refund Policy (including VET Student Loans)

5.1 – Overview

Wilson Medic One charges a tuition fee for all courses. A materials fee may also be charged where resources are required or available to be purchased from Wilson Medic One in order to undertake the course.

Students who apply for VET Student Loans may still be liable to pay a percentage of their course fees directly to Wilson Medic One where the cost of the course exceeds the set VET Student Loan cap for that qualification. This is known as the “Gap Fee”.

5.2 – Tuition Fees

The tuition fee is the cost of your course and does not include the costs of additional material and incidental fees and costs. It does not include costs or fees associated with student loans.

Tuition fees will also vary if you are eligible for recognition of existing skills via a Recognition of Prior Learning (RPL) process or are eligible to be granted Credit Transfer for some units.

A list of all tuition fees by state / territory is available on our website when viewing the course dates. The tuition fees for a course may differ across different states and territories as well as across metropolitan and regional areas.

We will confirm in writing the fees that you will be charged before enrolment.

Tuition fees may be paid by the student, employer or other third party.

VET Student Loans

Students who are enrolling into a *HLT51020 Diploma of Emergency Health Care* course may elect to take out a government VET Student Loan to pay for their course if the student meets the VET Student Loan eligibility criteria.

At the time of evaluating your enrolment application, we will let you know whether you meet the loan eligibility criteria.

All student loans are expected to be repaid back to the government via the income tax system when the student’s annual income exceeds the pre-determined repayment threshold.

Where the cost of your course exceeds the maximum loan cap applied by the Department of Education and Training, you will be required to pay any additional course fees directly to Wilson Medic One. This is known as the “Gap Fee”.

VET Student Loan Fees

For students paying for a course via a VET Student Loan, the course will be divided into four approximately equal lengths of time known as a ‘Fee period’. Each ‘Fee period’ will have an associated tuition fee.

VET Student Loans are capped and in some cases, may not fully cover the cost of your course. If you are eligible to pay via a VET Student Loan, you will be advised of the following for each fee period:

1. Tuition fee
2. Maximum loan amount
3. Loan fee
4. Gap amount
5. Due date for Gap amount

The loan fee is set to 20% of the loan amount for each fee period.

Each fee period has a date that you can withdraw without penalty known as the ‘census day’. If you change your mind, you can withdraw on or before a census day and you will not incur any payment liability for that fee period or any subsequent fee periods.

It is also important to note that VET Student Loans are indexed annually. We will provide you with a government brochure which outlines how this works so that you can make a fully informed decision.

This brochure is also available on our website www.wilsonmedicone.com.au under ‘Policies’ section.

Wilson Medic One will provide your census days in writing prior to enrolment and will also issue to you a reminder invoice for the gap amount (if applicable) prior to each census day.

Census days are also published on our website www.wilsonmedicone.com.au under the 'Policies' section.

VET Student Loans replaced the former VET FEE-HELP Student Loans scheme from 1 January 2017.

5.3 – Material and Incidental Fees

Material fees refer to fees that are not covered by your tuition fees. Material fees cover specific resources that you will need in the course of your study, such as: textbooks, protective clothing, specific tools and other items relevant to your course that you will purchase from us.

If there are any material or other incidental fees associated with your chosen course of study you will be advised of these prior to enrolment.

5.4 – Payment Terms

Prior to course commencement, confirmation of fees and payment terms will be provided in writing.

Students are required to pay the applicable fees to Wilson Medic One as they fall due. Wilson Medic One will never collect more than \$1,500 upfront from a student for services yet to be provided. For this reason, most students will be invoiced their fees in instalments throughout the duration of their chosen course of study.

Students who have an outstanding debt with Wilson Medic One may not be permitted to attend any classroom sessions or access any online learning resources until the debt is paid in full or a payment plan has been agreed upon. Any costs incurred by Wilson Medic One in connection with a breach of this Agreement by the Customer, including legal costs, debt collection agency costs, commissions and GST, must be paid by the Customer within 7 days of written notice by Wilson Medic One or its nominated collection agency

VET Student Loans

Where a student is eligible to pay part of their tuition fees by a VET Student Loan, the loan amount is paid directly to Wilson Medic One by the government. The student is required to repay the loan balance to the government through the taxation system. More specific details can be found on our website www.wilsonmedicone.com.au on the 'Policies' page.

5.5 – Refund of Tuition Fees

Refund of tuition fees is granted under specific circumstances where a student has withdrawn from a course. Any requests for refunds are considered by Wilson Medic One's management after taking into consideration the reason for the request. Circumstances in which refunds are applicable for payments made for services yet to be provided include:

- Cancellation of enrolment at least five (5) working days prior to commencement of a Cardiopulmonary Resuscitation or First Aid course, unless otherwise agreed by both parties.
- Cancellation of enrolment at least seven (7) working days prior to commencement of an Occupational First Aid course, unless otherwise agreed by both parties.
- Cancellation of enrolment at least four (4) weeks prior to commencement of a Certificate or Diploma level qualification course, unless otherwise agreed by both parties.

Students will also be entitled to a refund or transfer to another course at the student's request in the event that Wilson Medic One is unable to provide the agreed course.

VET Student Loans

For students paying for a course via a government Student Loan, the course will be divided into four equal lengths of time known as a 'fee period'. Each Fee period, will have an associated tuition fee.

| Withdrawal Point | Refund Information |
|--|---|
| Student withdraws before census day | <ul style="list-style-type: none"> • Full refund of any gap tuition fee paid to date is refunded • No loan debt is incurred |
| Student withdraws after census day | <ul style="list-style-type: none"> • Any gap tuition fees paid are not refunded • Loan is incurred and is not refunded |
| Wilson Medic One closes or stops delivery of the course for any reason | <ul style="list-style-type: none"> □ Refer to the VET Student Loan Statement of Tuition Assurance as found on our website on the 'Policies' Page |

5.6 – Refund of material and incidental fees

This policy only applies to resources purchased directly from Wilson Medic One. For resources that are purchased from another vendor, their refund policy will apply:

- For any resources which have not yet been issued, a full refund will apply
- For any resources which have already been issued, no refund will be provided

5.7 – Refund Appeals

Where the person applying for a refund does not agree with the refund outcome, they have the right to appeal the refund decision. Wilson Medic One will be happy to review the decision made and to take into account any extenuating circumstances.

Any appeals related to refunds and fees will be dealt with in accordance with the Wilson Medic One Grievance, Complaints and Appeals policy. This policy does not remove the person applying for a refund's right to take further action under the Australian Consumer Protection Laws. Wilson Medic One's Grievance, Complaints and Appeals process do not circumscribe the student's right to pursue other legal remedies.

Our Grievances, Complaints and Appeals policy is located on our website within this document.

VSL Re-Crediting a FEE- HELP Balance

6.1 - Overview

A Student who is, or would be, eligible for a VET Student Loan and has requested VET Student Loan Assistance, who withdraws from a Diploma Module on or before the census date will not incur a VET Student Loan debt for the tuition fees for that Diploma Module.

Students who have requested VET Student Loan Assistance who remain enrolled after the published census date will incur a VET Student Loan debt for the Diploma Module in which they are enrolled. A Student who withdraws from a Diploma Module after the published census date for that Diploma Module will incur a VET Student Loan debt for that Diploma Module.

Students may find they have to withdraw from their studies after the census date or have been unable to complete their studies due to certain special circumstances. Students in this situation may apply to have their HELP balance re-credited.

6.2 – Definitions

The Act: Refers to the VET Student Loans Act 2016.

Census Date: A published date set by the provider, no earlier than 20% of the way through a VET Unit of Study.

Tuition Fees: Fees paid for a VET Unit of Study that is approved for VET STUDENT LOAN and applies to Students who are, or would be entitled to VET Student Loan assistance under section 9 of the Act.

Diploma Module or VET Unit of Study: A VET Unit of Study/Diploma Module approved for VET Student Loan that a Student may undertake with the provider, for which the Student may access VET Student Loan assistance to pay for all or part of their tuition fees.

The Department: The Commonwealth of Australia represented by the department which has the responsibility for administering the Higher Education Support Act 2003 and the VET Student Loans Act 2016.

HELP Balance: Higher Education Loan Program debt owing to the Commonwealth Government. The HELP Balance includes all educational loan programs including VET Student Loans, FEE-HELP and HECS-HELP.

6.3 – Re-crediting a HELP balance because of special circumstances

Students who withdraw from a Diploma Module after the published census date, or fail to complete a Diploma Module, may apply to have their HELP balance re-credited with respect to the Diploma Module if they believe special circumstances apply in accordance with the following procedures.

Special Circumstances

If a Student withdraws from a Diploma Module after the published census date for that Diploma Module, or has been unable to successfully complete a Diploma Module, and believes this was due to special circumstances, the Student may apply to have their HELP balance re-credited for the affected Diploma Module/s.

Wilson Medic One will re-credit the Student's HELP Balance if it is satisfied that special circumstances apply where:

- these circumstances were beyond the Student's control; and
- these circumstances did not make their full impact on the Student until on, or after the census date; and
- these circumstances were such that it was impracticable for the Student to complete the requirements for the Diploma Module in the period during which the Student undertook or was to undertake the Diploma Module.

For circumstances to be beyond a Student's control, the situation should be that which a reasonable person would consider is not due to the Student's action or inaction, either direct or indirect, and for which the Student is not responsible. The situation must be unusual, uncommon or abnormal to be considered special circumstances.

Wilson Medic One will also have regard to the following when determining special circumstances;

- whether a Student could do enough private study, attend training sessions and other activities to meet the course requirements.
- whether the Student could complete any assessments or demonstrate competency
- whether the student could complete any other requirements arising because of the Student's inability to do the above

Wilson Medic One may have regard to the following when determining special circumstances:

- Medical circumstances of the Student
- Circumstances that relate to the Student personally or the Student's family
- Circumstances relating to the Student's employment

Special circumstances do not include:

- lack of knowledge or understanding of requirements for VET Student Loan assistance; or
- a Student's incapacity to repay a VET Student Loan debt (repayments are income contingent and the Student can apply to the Australian Taxation Office for a deferral of a compulsory repayment in certain circumstances)

6.3 – Process for re-crediting a HELP balance

Each application for re-credit of a Student's HELP balance will be considered on its merits together with all supporting documentation substantiating the special circumstances claim.

Wilson Medic One's Training and Operations Manager is the designated officer responsible for the assessment of a Student's request for a re-credit of their HELP balance due to special circumstances and for the initial decision regarding the request.

A Student must apply in writing to:

Wilson Medic One

Training and Operations Manager

Level 3, Bishops See, 235 St George's Terrace

PERTH WA 6000

Within 12 months of the census date, or if the Student has not withdrawn, within 12 months of the specified completion date of the Diploma Module.

Wilson Medic One has the discretion to waive this requirement if it is satisfied that it was not possible for the application to be made within the 12-month period. Relevant supporting documentation will be required to substantiate the claim.

The application for re-crediting a HELP balance must include details of the:

- unit(s) for which a Student is seeking to have a HELP balance re-credited and
- special circumstances as referred to above, including supporting documentation.

Wilson Medic One will consider each application within 28 days of receipt of the application. It will consider each request to re-credit a HELP balance in accordance with the requirements of Part 6 – re-crediting HELP balances of the Act. Applicants will be notified in writing of the decision within 28 days.

The Secretary of the Department may re-credit a student's HELP balance in relation to special circumstances if a provider:

- is unable to act or being wound up or has been dissolved, or
- has failed to act and the Secretary is satisfied that the failure is unreasonable.

Re-crediting a student's HELP balance because of unacceptable conduct

Students may apply to the Secretary of the Department for their HELP balance to be re-credited under Section 71 of the Act. Section 71 allows for the Secretary to re-credit a student's HELP balance if:

- the provider or a person acting for the provider engages in unacceptable conduct in relation to the student's application for a VET Student Loan, or
- the provider fails to comply with the Act or an instrument of the Act and the failure has adversely affected the student.

Applications for re-crediting under Section 71 of the Act must be made within 5 years of the census date of the VET course, unless the Secretary allows a longer period.

Review of Decisions

Where Wilson Medic One makes a decision not to re-credit a Student's HELP balance that decision may be subject to review.

If a Student is not satisfied with the decision made by Wilson Medic One, the Student may apply, within 28 days of the receipt of the original decision, for a review of the decision.

The application for review must:

- be made within 28 days of receipt of the original decision;
- include the date of the original decision;
- state fully the reasons for applying for the review; ☉ include any additional relevant evidence.

Application must be made to:

Wilson Medic One

Chief Executive Officer

Level 3, Bishops See, 235 St George's Terrace

PERTH WA 6000

The Chief Executive Officer is the designated Review Officer of any decisions relating to a request for re-crediting of a HELP balance. The Review Officer is senior to the designated officer responsible for the original decision and was not involved in making the original decision to be reviewed.

The Review Officer will:

- acknowledge receipt of the application for review of a decision in writing within 10 working days; and
- inform the Student that if the Review Officer has not advised them of a decision within 45 days of receipt of the application for review, it is taken that the Review Officer has confirmed the original decision.

The Review Officer will then:

- review the information from the original decision and then assess any new evidence provided by the Student;

- provide written notice to the Student of the decision, setting out the reasons for the decision;
- inform the Student of their right to apply to the Administrative Appeals Tribunal if they disagree with the Review Decision, and timelines involved (see below).

Reconsideration by the Administrative Appeals Tribunal

At the time of the original decision, and at the time of the subsequent review decision, the Student will be notified of their review rights and responsibilities. The relevant officer will inform a Student in writing of their right to appeal to the Administrative Appeals Tribunal (AAT) if they are not satisfied with the outcome and the contact details of the closest AAT office and the approximate costs of lodging an appeal. The application must be lodged at the AAT within 28 days of receiving written notice of the review decision. This time limitation can be extended in limited circumstances by order of the AAT.

Full details of the application process and fees payable are available on the AAT's website at www.aat.gov.au.

An application fee may have to be paid in the amount of \$962 (from 1 July 2021) and is subject to change. Applications cannot proceed until the fee has been paid or waived. Applications for fee waiver must be made to the AAT. Refer to the AAT website for more details.

Details of closest AAT office:

**Level 13
111 St Georges Terrace
Perth WA 6000**

Telephone: 1800 228 333

Email: generalreviews@aat.gov.au

The Secretary of The Department, or the Secretary's delegate, will be the respondent for cases that are brought before the AAT. Upon the Department's receipt of a notification from the AAT, The Department will notify Wilson Medic One that an appeal has been lodged. Upon receipt of this

notification from The Department, the Review Officer will provide The Department with copies of all the documents that are relevant to the appeal within ten business days.