

**Amina Academy Pty Ltd trading as  
 Amina Academy Pty Ltd, GT Institute**

SRTO DETAILS			
SRTO number	31532		
Address	1 Barow Court, Ashmore		
Contact person	Ms Suzanne Crawford	Web site	<a href="http://www.aminaacademy.com.au">http://www.aminaacademy.com.au</a>
Phone number	(07 )5597 4066	E-mail	<a href="mailto:s.crawford@aminaacademy.com.au">s.crawford@aminaacademy.com.au</a>
Student numbers	510		
AUDIT TEAM			
Lead Auditor	Drew Clark	Auditor/s	Rex Tom
Phone	(07) 3237 9909		Heather Allen
E-mail	<a href="mailto:drew.clark@dete.qld.gov.au">drew.clark@dete.qld.gov.au</a>		
AUDIT DETAILS			
Audit date/s	3 – 4 April 2013		
Audit outcome on day of audit	Compliant <input type="checkbox"/>		Non-compliant <input checked="" type="checkbox"/>
Other audit notes			
FOCUS OF AUDIT			
Qualification code	Qualifications	Total Students	Delivery site
SIR30207	Certificate III in Retail	7	Sunshine Coast, South East Qld and Darling Downs
SIT30707	Certificate III in Hospitality	18	
INTERVIEWEE/S			
Suzanne Crawford, Chief Executive Officer			
Ruben Brennan, Training Partner			

**Vocational Education and Training (VET) Pre-Qualified Supplier Agreement**

**Clause 26 Good faith**

In performing its obligations under this Agreement and seeking to become entitled to public funding under this Agreement the Supplier has:

Y N

acted in good faith in all matters pertaining to the Agreement;  
  acted consistently with the spirit of this Agreement and the Funding Program;  
  acted in a way that best achieves the objectives of the Funding program.

**At time of audit:**  
 **Compliant**  
 **Not Compliant**

The auditor raised specific concerns with Amina Academy Pty Ltd, GT Institute regarding a process undertaken which appears to circumvent the qualification entry requirements for SIR30207 Certificate III in Retail. This issue was specifically identified for students Mariah Cross, Mikaela Davenport and Emma Featherstone.

Entry to SIR30207 Certificate III in Retail requires the completion of 9 of 14 units of competency from SIR20207 Certificate II in Retail or evidence sufficient relevant retail experience, which addresses the application of these specific units. As the above students initially entered training contracts for the SIR20207 Certificate II in Retail traineeship, it appeared evident none of them was able to address the qualification entry requirements for SIR30207 Certificate III in Retail at the time of enrolment.

However, after approximately 3 to 4 months within the Certificate II traineeship, "Training Contract Major Amendment" forms were submitted by the organisation to transfer these students from the Certificate II traineeship to SIR30207 Certificate III in Retail traineeship.

At this point Amina Academy Pty Ltd, GT Institute had submitted AVETMISS data indicating training and assessment has been completed for 11 units of competency including the nine units of competency required as qualification entry requirements for SIR30207 Certificate III in Retail. Subsequently the organisation has also received User Choice funding for these units, which equates to approximately 80% of the User Choice funding contribution for the Certificate II traineeship. However, the number of units of competency completed by the students would not result in the completion of the Certificate II in Retail traineeship. Evidence on file indicates these students were only issued with a statement of attainment.

Furthermore, as a consequence of transitioning these students from Certificate II to Certificate III in Retail, Amina Academy Pty Ltd, GT Institute is now accessing the User Choice funding contribution for the Certificate III in Retail traineeship against the student's initial registration number. Consequently, the training undertaken and funding claimed against the Certificate II in Retail traineeship will not count towards the User Choice guideline, which indicates the Department will only fund a maximum of two "Government Contributions" per participant under the 2010/15 User Choice program.

The auditor advised Amina Academy Pty Ltd, GT Institute the intent of a traineeship is to enrol students into the most appropriate qualification which aligns with workplace requirements and for the SRTO to provide training and assessment, which leads to the completion and issuance of a Nationally recognised qualification. User Choice funding is not to be accessed as a means to address entry requirements or "pre-requisite" units of competency for another qualification.

Whilst the Department will not take action against the claims for payment submitted for the above students, Amina Academy Pty Ltd, GT Institute is advised to cease the above transitioning practice immediately. If Amina Academy Pty Ltd, GT Institute is found to have continued, the Department may review its decision not to seek recovery of funds for all affected trainees as well as reconsidering Amina Academy Pty Ltd, GT Institute's compliance with "Good Faith" under its PQS Agreement.

**Clause 3.2 The SRTO must:**  
**(c) comply with the AQTF, the Act and all relevant laws in the performance of its obligations under this agreement.**

Vocational Education, Training and Employment Act 2000  
Vocational Education, Training and Employment Regulation 2000  
Training Plans

**At time of audit:**  
 **Compliant**  
 **Not Compliant**

Y N NA

- Signatures of all parties (student, employer and SRTO) sighted for all training plans **VETE Act Section 100(1)**
- SRTO has taken reasonable steps to ensure each training plan is signed –  
(a) if the training plan is the initial training plan for the apprentice or trainee – before the probationary period for the apprentice or trainee ends; or  
(b) if a training plan for an apprentice or trainee ends because the supervising registered training organisation has been replaced – within 14 days after the replacement day  
**VETE Act Section 100(2)**
- SRTO ensures a copy of the signed training plan is given to each apprentice or trainee, and the employer, within 7 days after the parties sign it.  
**VETE Act Section 101**
- If changes have been made to training plan, the changed training plan has been signed by all parties to the training plan within 14 days after the parties agree to the change.  
**Section 18(1) & (2) VETE Regulation**
- If changes have been made to the training plan, the SRTO ensures a copy of the signed changed training plan is given to each apprentice or trainee, and the employer, within 7 days after the parties sign it.  
**Section 19 VETE Regulations**

### **Requirements of a training plan for an apprentice or trainee**

Y N

#### **Skills Queensland Guideline 10**

- The purpose of the training plan
- The circumstances and process for changing the training plan
- The training plan's role in the completion process
- Whether training delivery for individual competencies will be in the form of structured training and/or workplace tasks
- The responsibilities of each party for the record of the training undertaken in the apprentice's or trainee's training record
- The employer's name (including legal name) and contact details
- The apprentice's/trainee's name and date of birth
- The title of the apprenticeship/traineeship
- The SRTO's name (including legal name) and contact details
- The planned commencement and completion dates
- Training contract type i.e. Full Time, Part Time or School-based
- The qualification/statement of attainment title, including level and qualification code
- The name of each competency to be achieved, including its unit code
- The training plans contains the acknowledgement and undertaking from all parties
- Training plans align with training package requirements regarding the selection of units
- Individual training plans within student files have been fully developed

#### **Training Records**

Y N

- SRTO has provided the apprentice or trainee with the appropriate training record to be kept for the apprenticeship or traineeship within 14 days after a training plan is signed by the parties to the training plan. **VETE Regulations Section 20(1)**
- Where training is required to be delivered by the employer or the SRTO, the employer or the SRTO has at intervals of not more than 3 months –  
(a) required the apprentice or trainee to produce the training record to have the particulars of the training completed by the apprentice or trainee during the interval entered in it; and

(b) kept the record complete, accurate and up-to-date by entering the particulars in it.

**Section 20(6) VETE Regulations**

Availability of facilities

Y N

- The organisation has provided facilities, services, supervision and training required under the training plan for all apprentice and trainee files examined.  
**VETE Act Section 92**

Issuance of Qualification or Statement of Attainment

Y N

- The SRTO has within 14 days after receiving the notice mentioned in section 69, given the person who was the apprentice or trainee a statement of attainment detailing the training the person completed under the training plan before it ended.

**Section 105(2)**

**NON-COMPLIANCES:**

Training Plan & Training Record:

The training plan template implemented by Amina Academy Pty Ltd, GT Institute did not address the minimum requirements as outlined in Skills Queensland Guideline 10. Specifically, the training plan did not contain sufficient information to address the:

- title of the apprenticeship/traineeship
- SRTO's legal name.

Amina Academy Pty Ltd, GT Institute did not have a process in place to retain evidence a copy of the signed training plan has been provided to both the student and the employer.

Amina Academy Pty Ltd, GT Institute did not have a process to evidence the training record has been provided to the student. In addition, the organisation retained no evidence to substantiate training records are being reviewed and updated at intervals no greater than three months.

**RECTIFICATION REQUIRED:**

Amina Academy Pty Ltd, GT Institute **must** review and update its training plan template to ensure all necessary information is captured in accordance with Skills Queensland Guideline 10. In addition, Amina Academy Pty Ltd, GT Institute **must** ensure evidence is retained to support the student and the employer are being provided a copy of the signed training plan within 7 days after signing.

Amina Academy Pty Ltd, GT Institute **must** ensure evidence is retained to support the student is being provided a training record within 14 days of the training plan being signed. In addition, Amina Academy Pty Ltd, GT Institute **must** ensure evidence is retained to support the training record is being reviewed and updated by all parties at intervals no greater than three months.

**Amina Academy Pty Ltd, GT Institute will not be required to submit evidence to the Department to demonstrate non-compliances have been sufficiently addressed. However, the organisation is advised rectification action undertaken by it to address all identified non-compliances will be examined as part of any future audit activity.**

**Clause 9 Records**

Information and material necessary to provide a complete record of training and assessment was sighted at audit including:

Y N

- records of each student's participation in training and assessment for each unit of competency, including records of the commencement of educational content, attendance and progression;
- evidence that the SRTO has a process in place to capture the employer's verification regarding the on-the-job component
- evidence that the SRTO has consistently retained evidence to support that the on-the-job training component has been achieved for each unit of competency for each participant prior to submission of claims for payment
- accurate AVETMISS start and end dates for each student for each unit of competency;
- copy of the qualifications and statements of attainment issued to each student;

At time of audit:

Compliant

Not Compliant

For each unit of competency for each student, the auditor sighted:

Y N

- completed and accurate assessor's marking guide, criteria and observation checklists for the unit of competency; and
- the completed paper-based assessment items for the unit of competency
- implemented and retained the full range of assessment evidence.

#### **NON-COMPLIANCES:**

##### Assessment Retention:

Through the review of student files the auditor identified the organisation has not consistently retained the full range of assessment evidence to substantiate the achievement of competencies. Specifically, the auditor identified the organisation's retention of assessment evidence for the following unit of competency does not align with training package requirements.

##### *SITHFAB012B – Prepare and serve espresso coffee*

Assessment documents retained for this unit do not sufficiently address the requirement to assess a student against the eight compulsory "coffee styles to be prepared" outlined within the range statement. Within the sample of files examined, no student was assessed against all eight compulsory coffee styles (for example, Shantal Singh was only practically assessed making a café latte, cappuccino and flat white).

Please also refer to Clause 2.4.3 within this audit report for further issues of non-compliance and rectification requirements.

##### On-the-job Verification:

The auditor sighted a number of completed "Training Checklist(s)", which appear to evidence the assessment of practical skills undertaken by Amina Academy Pty Ltd, GT Institute. However, no evidence of on-the-job verification by the employer/supervisor was sighted within these same files.

Amina Academy Pty Ltd, GT Institute advised the auditor the "Training Checklist" is used for both the practical assessment and on-the-job verification and the workplace supervisor would also record their entry on this document. However, a further review of the "Training Checklist" identified no reference to either the employer organisation's name or to the workplace supervisor responsible for providing the on-the-job verification. Furthermore, in the majority of "Training Checklist(s)" sighted by the auditor, it appeared the section titled "Competently completed in Training Workshop" and "Competently observed in the Workplace" were both being completed by the Amina Academy Pty Ltd, GT Institute assessor.

Based on the evidence presented by Amina Academy Pty Ltd, GT Institute, the auditor was unable to verify the workplace supervisor has provided any verification to substantiate competencies achieved by the students nor validate any claims for payment submitted by the organisation.

##### AVETMISS End Dates:

Due to the non-compliances outlined above, the auditor was unable to validate the accuracy of the AVETMISS End Dates submitted by Amina Academy Pty Ltd, GT Institute.

#### **RECTIFICATION REQUIRED:**

Amina Academy Pty Ltd, GT Institute **must** implement a process to ensure the full range of assessment evidence, which addresses both the theory and skills requirements for the unit of competency, is being retained.

Amina Academy Pty Ltd, GT Institute **must** have processes in place to ensure sufficient evidence of on-the-job verification is retained prior to submission to the Department of claims for payment. In addition, the processes implemented by Amina Academy Pty Ltd, GT Institute **must** support the organisation's capacity to submit accurate AVETMISS data relating to AVETMISS End Dates.

**Amina Academy Pty Ltd, GT Institute will not be required to submit evidence to the Department to demonstrate non-compliances regarding the organisation's record retention processes have been sufficiently addressed. However, Amina Academy Pty Ltd, GT Institute is advised rectification action to address all identified non-compliances will be examined as part of any future audit activity.**

**Furthermore, where evidence is identified Amina Academy Pty Ltd, GT Institute has failed to retain sufficient evidence to substantiate on-the-job verification, the Department will view each instances as an "Overpayment" and seek recovery for all identified units of competency claimed against each respective student.**

### Clause 10 Access to premises and records

The SRTO gave the department access to its premises:

Y N

- to inspect and copy information and material related to the Agreement or kept by the Supplier under clause 9.1; and
- to monitor the provision of training and assessment and other VET Services and performance of the SRTO's obligations under the Agreement.
- employees and contractors provided full and accurate answers to questions asked by the department in connection with training and assessment, other VET Services and Supplier obligations under the Agreement.

At time of audit:

- Compliant
- Not Compliant

### Clause 11 Publicity

In making any public statements in relation to the training and assessment funded under this agreement the SRTO :

Y N N/A

- has referenced the department as the funding source within any public statement
- has not made any misleading public statements including statements to students, employers or other organisations relating to the Agreement or the department

At time of audit:

- Compliant
- Not Compliant
- Not Applicable

### Clause 13 Insurance

The organisation provided evidence that for the term of its agreement with the department it:

Y N

- maintained public liability insurance for a minimum of \$10 million arising out of any one event in respect of death, injury, loss, or damage howsoever sustained to or by any person or property;
- maintained workers compensation insurance.

At time of audit:

- Compliant
- Not Compliant

## User Choice 2010 – 2015 Policy

### Clause 1.2 – SRTO and employment arrangements

The SRTO has:

Y N

- assessed employment arrangements of each traineeship to ensure the employer provides adequate facilities, range of work supervision and the on-the-job training required by the Vocational Education, Training and Employment Act 2000 (the Act);
- sourced or developed an Employer Resource Assessment (ERA) document which addresses the employment and training arrangements required under the Act for traineeships and apprenticeships;
- has taken appropriate action when the employment arrangements do not meet the requirements of the Act, the Agreement and/or the qualification.

At time of audit:

- Compliant
- Not Compliant

#### NON-COMPLIANCES:

Through the review of student files, the auditor identified the organisation has not sufficiently address its obligation to determine the legitimacy of workplace arrangements through the completion of an Employer Resource Assessment. The auditor identified the organisation has developed a comprehensive Physical Resources Checklist for each qualification. However, on review, this document does not address the requirements for Amina Academy Pty Ltd, GT Institute to validate the Range of Work and Supervisory Arrangements within apprentice's/trainee's workplaces prior to the development of their training plan.

## RECTIFICATION REQUIRED:

Amina Academy Pty Ltd, GT Institute **must** undertake a review of its records for all current apprentices and trainees to substantiate whether sufficient evidence has been retained to validate the organisation has addressed its responsibility to determine the legitimacy of workplace arrangements in relation to adequate facilities, range of work and supervisory arrangements.

In each instance where sufficient evidence has not been retained, Amina Academy Pty Ltd, GT Institute **must** immediately review respective workplaces to assess each employer's capacity to provide adequate facilities, range of work and supervisory arrangements.

Where Amina Academy Pty Ltd, GT Institute identifies issues regarding a workplace's ability to address these requirements, the organisation **must** inform the local regional office of the Department. Amina Academy Pty Ltd, GT Institute is directed to the current Employer Resource Assessment developed by the Department, located at: <http://apprenticeshipsinfo.qld.gov.au/resources/pdf/forms/er-assessment.pdf>

**Amina Academy Pty Ltd, GT Institute will not be required to submit evidence to the Department to demonstrate non-compliances have been sufficiently addressed. However, Amina Academy Pty Ltd, GT Institute is advised rectification action undertaken by the organisation to address all identified non-compliances will be examined as part of any future audit activity.**

**Where evidence is identified that Amina Academy Pty Ltd, GT Institute has not determined the legitimacy of workplace arrangements, the Department will view each instances as an "Overpayment" and seek recovery for all units of competency claimed against each respective student.**

## Clause 2.4.3 AVETMISS Reporting Requirements.

The SRTO has:

Y N NA

At time of audit:

Compliant

Not Compliant

- |                                     |                                     |  |   |
|-------------------------------------|-------------------------------------|--|---|
| <input type="checkbox"/>            | <input checked="" type="checkbox"/> | correctly reported the delivery identifier code specified in AVETMISS for the relevant mode of delivery <b>Clause 2.4.3.c</b>  |   |
| <input type="checkbox"/>            | <input checked="" type="checkbox"/> | gathered <b>sufficient</b> evidence that competency has been achieved, as expressed by the relevant endorsed industry/enterprise competency standards of a training package or by the learning outcome of an accredited course to support the outcome of the assessment (AVETMISS Outcome Identifier Code 20); <b>Clause 2.4.3.d</b> |   |
| <input type="checkbox"/>            | <input checked="" type="checkbox"/> | confirmed with the employer that the student has consistently demonstrated competent performance in workplace tasks relevant to the unit of competency/module to support the outcome of the assessment (AVETMISS Outcome Identifier Code 20); <b>Clause 2.4.3.d</b>  |   |
| <input type="checkbox"/>            | <input type="checkbox"/>            | <input checked="" type="checkbox"/>  | retained sufficient evidence to support that students have attempted all assessments and failed in at least one method (AVETMISS Outcome Identifier Code 30); <b>Clause 2.4.3.d</b>   |
| <input type="checkbox"/>            | <input type="checkbox"/>            | <input checked="" type="checkbox"/>  | retained sufficient evidence to support the student's participation in the learning activity prior to withdrawing (AVETMISS Outcome Identifier Code 40); <b>Clause 2.4.3.d</b>  |
| <input type="checkbox"/>            | <input type="checkbox"/>            | <input checked="" type="checkbox"/>  | retained sufficient evidence to support recognition of prior learning (AVETMISS Outcome Identifier Code 51); <b>Clause 2.4.3.d</b>  |
| <input type="checkbox"/>            | <input type="checkbox"/>            | <input checked="" type="checkbox"/>  | retained sufficient evidence to support credit transfers (AVETMISS Outcome Identifier Code 60); <b>Clause 2.4.3.d</b>   |
| <input type="checkbox"/>            | <input type="checkbox"/>            | <input checked="" type="checkbox"/>  | retained sufficient evidence that an induction was conducted and training plan developed prior to the student's training contract being cancelled or the student changing SRTOs (SRTO1 Administration Payment); <b>Clause 2.4.3.d</b> and |
| <input checked="" type="checkbox"/> | <input type="checkbox"/>            |  | submitted AVETMISS postcodes that accurately reflect the location in which the majority of training has been undertaken. <b>Clause 2.4.3.e</b>  |

## NON-COMPLIANCES:

AVETMISS Delivery Identifier Code:

The auditor identified the AVETMISS Delivery Identifier Code '10 – Classroom Based' submitted by Amina Academy Pty Ltd, GT Institute is not representative of the organisation's delivery strategies. The organisation advised training is

delivered within the workplace and supplemented with workbooks, a process more accurately reflected through AVETMISS Delivery Identifier Code '30 – Employment based'.

AVETMISS Outcome Identifier Code '20':

As outlined in Clause 9 of the PQS Agreement, the auditor identified non-compliances regarding the organisation's assessment retention processes.

Furthermore, the auditor identified assessment evidence to substantiate the achievement of competence for *SITHFAB012B – Prepare and serve espresso coffee* has not been retained by the organisation to validate the claims made to the Department for payment for the units of competency outlined in Attachment 1.

**RECTIFICATION RECEIVED:**

Amina Academy Pty Ltd, GT Institute **must** review its delivery strategy to determine what the organisation's predominant mode of delivery is and ensure all AVETMISS Delivery Identifier code data is accurately reflected within future AVETMISS claims for payment.

Amina Academy Pty Ltd, GT Institute is advised rectification undertaken in relation to Clause 9 regarding issues relating to retention of assessment evidence will address the majority of the above non-compliances.

However, Amina Academy Pty Ltd, GT Institute is advised the non-compliances relating to the lack of assessment evidence for *SITHFAB012B – Prepare and serve espresso coffee*, for the sample of student files reviewed, constitutes "Overpayments" as defined in Clause 8.1 of the Pre-Qualified Suppliers Agreement. This issue has been forwarded to VET Contract Management and Performance to facilitate the recovery of identified overpayments.

**Except as specifically directed above, Amina Academy Pty Ltd, GT Institute will not be required to submit any additional evidence to the Department to demonstrate on-going compliances regarding the organisation's processes for the submission of valid and accurate AVETMISS data. However, Amina Academy Pty Ltd, GT Institute is advised rectification action undertaken by the organisation to address all identified non-compliances will be examined as part of any future audit activity.**

**Table 4 – Service provision not funded**

<p>The SRTO has:</p> <p>Y N</p> <p><input checked="" type="checkbox"/> <input type="checkbox"/> not been funded for delivery of a unit of competency or module through RPL in any instances where this leads to the entire qualification has been achieved through RPL;</p> <p><input type="checkbox"/> <input checked="" type="checkbox"/> complied with all requirements of the Agreement;</p> <p><input type="checkbox"/> <input checked="" type="checkbox"/> not submitted claims for payment for units in excess of the competency count for the qualification;</p> <p><input type="checkbox"/> <input checked="" type="checkbox"/> not submitted claims for payment for units of competency previously assessed as competent.</p>	<p><b>At time of audit:</b></p> <p><input type="checkbox"/> Compliant</p> <p><input checked="" type="checkbox"/> Not Compliant</p>
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**NON-COMPLIANCES:**

In reviewing the student file for Monique Gillespie, the auditor identified the organisation has submitted AVETMISS claims, which exceed the qualification competency count. Currently AVETMISS data has been submitted for 17 units of competency for a qualification which only requires the completion of 16 units of competency. Furthermore, the auditor identified this student had also previously achieved competency in unit *SITHFAB010C – Prepare and serve non-alcoholic beverages*. However, this unit was not recognised as a credit transfer to be used towards the completion of the Certificate III in Hospitality qualification. Consequently, Amina Academy Pty Ltd, GT Institute has received payment for two units of competency which have not been earned in accordance with the requirements of the User Choice policy.

In reviewing the student file for Mikaela Pillar, the auditor identified this student had also previously achieved competency in unit *SITXCCS002A – Provide quality customer service*. However, this unit was not recognised as a credit transfer to be used towards the completion of the Certificate III in Hospitality qualification. Consequently, Amina Academy Pty Ltd, GT Institute has received payment for one unit of competency which has not been earned in accordance with the requirements of the User Choice policy.

As outlined within this audit report, a number of significant non-compliances have been identified against the organisation's roles and responsibilities regarding continual compliance with the PQS Agreement. As a result of non-compliances identified against clauses 3.2 and 9 of the PQS Agreement, the Department has determined a number of payments made to Amina Academy Pty Ltd, GT Institute, for the sample of student files examined, have been identified



as overpayments as defined in Clause 8.1 of the Agreement.

**RECTIFICATION REQUIRED:**

Amina Academy Pty Ltd, GT Institute **must** implement processes to ensure the accuracy and legitimacy of AVETMISS data submitted to the Department, ensuring units of competency previously attained by the student are recognised as a credit transfer and the qualification competency count is not exceeded.

**Amina Academy Pty Ltd, GT Institute will not be required to submit evidence to the Department to demonstrate non-compliances have been sufficiently addressed. Rectification actions undertaken by the organisation in relation to the identified non-compliances against clauses 3.2 and 9 of the PQS Agreement will address this non-compliance and will be examined as part of any future audit activity.**

**This issue has been forwarded to VET Contract Management and Performance recommending the recovery of overpayments outlined in Attachment 1.**

**Clause 2.5 Fees and Charges**

**2.5.1 Student Contribution Fees**

At time of audit:  
 Compliant  
 Not Compliant

- (b) The Supplier provided the participant details of its fees and charges policy, including the student contribution fees and any additional charges as identified in section 2.5.8, its method of collection, refunds, and exemptions and provide access to this written policy to participants prior to their enrolment.
- (c) The SRTO has retained evidence of fees collected as well as evidence of participants who have been deemed totally or partially exempt from the payment of student contribution fees.
- (e) The Supplier has not charged participants more than the student contribution fee contained in the User Choice 2010 - 2015 Policy except as required periodically by the department.

**2.5.2 Partial Exemption—Tuition Fees**

The SRTO must not charge more than 40 per cent of the student contribution fee where the participant falls into one or more of the following exemption categories:

- (a) The participant was or will be under 17 at the end of February in the year in which the Supplier provides training, and the participant is not at school and has not completed year 12;
- (b) The participant holds a health care card or pensioner card issued under Commonwealth law, or is the partner or a dependant of a person who holds a health care card or pensioner concession card, and is named on the card;
- (c) The participant issues the SRTO with an official form under Commonwealth law confirming that the participant, his or her partner or the person of whom the participant is a dependant, is entitled to concessions under a health care card or pensioner concession card; or
- (d) The participant is an Aboriginal or Torres Strait Islander person. Acceptable evidence is as stated on the Training Contract and AVETMISS VET enrolment form.

**2.5.3 Student services for Participants**

The Supplier must not charge the participant a separate student services fee as this provision has already been captured in section 2.5.1(a) *Student Contribution Fee* of the User Choice 2010-2015 Policy.

**2.5.4 Fee exemption on grounds of extreme hardship or other special circumstances**

- (d) Where the participant is a school-based apprentice or trainee, the SRTO must exempt the participant from these fees.

**2.5.7 Refund Policy**

The Supplier must have a refund policy that meets the requirements of the AQTF. This policy must also include provision for:

- (a) full refunds to participants for student contribution fees charged for training delivery that has not commenced at the time of the cancellation of enrolment;
- (b) proportionate refunds where the participant has withdrawn from a unit of competency/module; and
- (c) refunds to employers/industry for additional charges paid beyond the participant and government contributions.

### 2.5.8 Additional charges

Student: The SRTO may apply additional charges beyond the student contribution fee only if those additional charges are in accordance with the *Vocational Education, Training and Employment Regulation 2000* (Regulations).

Employer/Industry: The Supplier may seek additional charges from the employer/industry. Any additional charges must be negotiated up-front and disclosed to the employer/industry prior to the participant's enrolment.

Induction information contains User Choice specific information regarding:

Y N NA

- rate of student contribution fees (*currently \$1.60*);
- partial tuition fee exemption categories (*must not charge more than 40%*);
- full refunds for units not commenced and proportionate refunds for units commenced but not completed;
- any additional fees (i.e. Schedule 1 of the VETE Regulations) to be charged to the participant; and
- any additional fees to be charged to the employer/industry.

The SRTO has:

Y N NA

- charged student contribution fees for all students (excluding SATs and appropriately approved exemptees),
- retained sufficient evidence to support the granting of student contribution tuition fee exemptions;
- not charged any SATs student contribution fees;
- calculated student contribution fees based on the correct number of nominal hours;
- calculated student contribution fees at the correct rates;
- ensured any additional fees charged are in accordance with Schedule 1 of the *Vocational Education, Training and Employment Regulations 2000*;
- calculated partial student contribution fee exemptions at the correct rate;
- retained sufficient evidence to support the provision of full and partial refunds to all parties;
- retained sufficient evidence that additional charges to the participant have been charged in accordance with Schedule 1 of the *Vocational Education, Training and Employment Regulation 2000*; and
- retained sufficient evidence that additional charges to the employer have been negotiated.