

# TERMS AND CONDITIONS

All enrolment fees will be paid prior to the commencement of course training, unless prior arrangements are made with PreStart Safety and Training.

## **Cancellation and Refund**

Cancellation and refund fees are addressed according to:

- a) the notice given by the person making the request; and
- b) the course value.

### Cancellation / Refund Requests

- Cancellation requested three or more days prior to the commencement of the course:
  - Full course fee refunded
- Cancellation requested less than three days prior to the commencement of the course:
  - 50% of full course fee refunded
- Cancellation on business day prior to course commencement, no show on the day, arrive too late, withdrawal during the course:
  - No course fee refunded
- Change of date requested three or more days prior to the commencement of the course:
  - No change fee (*course availability pending*)
- Change of date requested less than three days prior to commencement of the course:
  - No change fee (*course availability pending*)
  - 50% of full course fee refunded (*if no additional course availability*)
- Change of date requested on business day prior to course commencement:
  - No change fee (*course availability pending*)
  - No course fee refunded (*if no additional course availability*)

Refer to the Fee Administration and Refund Policy for further information.



Where a refund has been approved, the applicable refund amount will be provided within thirty (30) days.

PreStart Safety and Training may consider refunds based on extenuating circumstances, at the discretion of the RTO manager.

## **Health Risk Statement**

The nature of face-to-face training may involve physical proximity to both trainers and other participants. This carries with it risks associated with viral or bacterial transmission.

PreStart Safety and Training take all reasonable care to provide a clean and hygienic workplace, including:

- regular cleaning and disinfecting of training equipment and surfaces after each course;
- availability of hand sanitiser and hand washing facilities;
- use of medical gloves for scenarios involving direct person to person contact; and
- appropriate PPE and medical face masks available where required.

Whilst PreStart Safety and Training takes all reasonable precautions to minimise the risks of viral or bacterial transmission, these risk cannot be eliminated. Prospective participants wishing to attend face-to-face training do so at their own risk.

Booking a face-to-face course acknowledges acceptance of this risk. PreStart Safety and Training encourages all participants to maintain their own health and safety, and the safety of others when attending face to face training.

## **Supply of Course Prerequisites**

Courses that have prerequisites (minimum entry requirements for course admission) MUST be supplied by the participant prior to course commencement. This will be communicated on the website, in the booking confirmation, and over the phone.

In the event a prerequisite is not received on the business day prior to course commencement, the enrolment will be cancelled and entry to the course will be refused. If this occurs, the course fee will not be refunded, nor held in credit.

## Unique Student Identifier (USI)

All students undertaking nationally recognised training delivered by a registered training organisation will need to have a USI.

Applying for a USI is free, where you will keep the same USI for life. You can [apply for a USI](#) on the USI website.

Your USI is your individual education number for life and provides a Government authenticated record of your vocational education and training (VET) achievements. A USI will look similar to this: **3AW88YH9U5**.

PreStart Safety and Training cannot provide your Statement of Attainment (SOA) without having your USI on file. You will be prompted to supply your USI at the time of enrolment. Otherwise, you may provide your USI by email to: [admin@prestart.net.au](mailto:admin@prestart.net.au).

## Late Arrivals

Arriving late to a course affects the learning outcomes of all students. PreStart Safety and Training reserves the right to refuse entry to any participants who arrive late to a course.

## Student Handbook

PreStart Safety and Training provides a Student Handbook for all course participants at the time of enrolment, emailed out electronically.

The purpose of the Student Handbook is to provide participants with information in resolving any questions that may arise during the course of study, including:

- Policies and procedures;
- Code of conduct;
- Terms and conditions; and
- Cancellation and refund policies.

By completing, signing, and submitting your course enrolment, you are acknowledging that you have read and understand its contents.

## General

PreStart Safety and Training reserves the right to cancel, postpone or re-schedule courses due to unforeseen circumstances. Should this occur a full refund and/or an opportunity to reschedule (without penalty) will be offered.

PreStart Safety and Training reserves the right to change course fees, dates, content, trainers or method of presentation at its discretion.



PreStart Safety and Training maintains our obligations and requirements to ensure our training and assessment practices comply with the [National Vocational Education and Training Regulator Act 2011](#) (NVETR Act).

## Plagiarism

A student who copies or paraphrases published or on-line material, or another person's assessment, without properly identifying the source(s) is committing plagiarism.

All information and content provided by the participant for assessment, including: data; text; sound; photographs; graphics; or other materials (whether publicly posted or privately transmitted), are the sole responsibility of the person from whom such content originated.

## Academic Misconduct

Academic misconduct is any type of misbehaviour that occurs in relation to a formal academic exercise. It may include:

- **Plagiarism:** the reproduction of original creations of another person's work without due acknowledgment;
- **Fabrication:** the falsification of data, information, or citations in any academic exercise;
- **Deception:** providing false information to a trainer concerning an academic exercise;
- **Cheating:** unauthorised use or attempted use of material, information, notes, study aids, devices or communication during an academic exercise;
- **Bribery:** giving assignment answers or test answers for money; or
- **Impersonation:** where assuming another student's identity with intent to provide an advantage for the participant.

PreStart Safety and Training will investigate and pursue any participant suspected of engaging in any form of academic misconduct.

Participants found to be engaging in any academic misconduct will be removed from the course at the cost of the participant.

## e-Learning Terms and Conditions

Terms and Conditions for PreStart Safety and Training's e-Learning courses must be acknowledged and accepted prior to enrolment.

These are provided to the participant in writing at time of online booking, or discussed verbally in the case of a phone booking.

### **e-Learning Access**

For courses delivered online, the enrolment term commences at the time of purchase, at which point the participant will be notified of their username and password.

Username and password notification will be sent via email to the address provided by the participant during the enrolment process, on receipt of payment by PreStart Safety and Training.

Under NO circumstances may any registered participant share or distribute their student username or password to any third party. Any breach of this term will result in the immediate suspension of the account.

### **e-Learning Assessment Turnaround**

PreStart Safety and Training set an enrolment term of six (6) months for all e-learning courses. If you have not completed your training within the enrolment term, your enrolment will be cancelled and your account disabled.

PreStart Safety and Training may extend the enrolment period at the discretion of the RTO Manager.

PreStart Safety and Training will, upon receiving submission of an assessable item, endeavour to mark and return any piece of assessment within three (3) business days.

If you have not received a response to your submission within twenty (20) business days, please contact our Administration team to discuss.

### **e-Learning Content Restrictions**

Participants shall not upload, distribute or publish any content that:

- is libellous, defamatory, obscene, discriminatory, abusive, harassing or threatening;
- contains malicious software, malware, or other contaminating or destructive features;
- infringes on any copyright, trademark, patent, or information that may violate rights to privacy;



- contains information that is not relevant, or inappropriate to the subject matter; and
- contains any information that may otherwise violate any applicable law.

### **e-Learning Minimum System Requirements**

Participants are responsible for their own computer/device technology and Internet service. The technology standard required is described during the enrolment process for each e-Learning course provided.

PreStart Safety and Training is not liable for any hardware or software issues caused to or by a participants electronic equipment when using the e-Learning system.

The participant is responsible for all connection, access or data fees when accessing the e-learning system.

### **e-Learning Refunds**

PreStart Safety and Training operates under the Australian Consumer Law, which outlines the rights of a consumer to receive a refund on either a product or service.

Please note that refunds regarding e-learning courses may not be provided on course commencement, where you have:

- changed your mind;
- found it cheaper somewhere else; or
- decided you did not like the course.

Refunds may be provided by PreStart Safety and Training where:

- a participant is unable to complete their e-Learning course due to the unavailability of the e-Learning system; or
- PreStart Safety and Training, or any sub-provider, has failed to maintain services.

Refer to the Fee Administration and Refund Policy for further information.

### **Intellectual Property and Copyright**

Course content provided by PreStart Safety and Training is protected by copyright, trademark or other proprietary rights.

In addition, the course contains information, software and other content provided by third parties that is protected by copyright, trademark or other proprietary rights.

PreStart Safety and Training allow each participant a non-exclusive, non-transferable licence to use the content, provided that the participant:

- utilises the content for personal, non-commercial use only; and
- does not modify, publish, transmit, reproduce, create derivative works from, distribute, or in any way exploit any of the content provided.

### Participant Support

During the enrolment term, e-learning course support will be provided by PreStart Safety and

Training during business hours (8:00am - 4:00pm AWST).

Support services specific to each course are detailed in the relevant course guide/s. To obtain enrolment support, call 8 9386 2881 during business hours.

### Breach of Terms and Conditions

A breach of PreStart Safety and Training's Terms and Conditions may result in a participant's removal from the course.

The outcome of a breach may include any or all of the following (depending on the circumstances):

- formal warning;
- cancellation of enrolment without refund; or
- civil prosecution.

Academic misconduct or any breach to the above terms and conditions will result in disciplinary action at the discretion of the PreStart Safety and Training RTO Manager.

### Student Visa Holders

PreStart Safety and Training is not registered as a CRICOS (Commonwealth Register of Institutions and Courses for Overseas Students) provider, and may decline any enrolment where student visa restrictions apply.

In accordance with the changes to the [Education Services for Overseas Students \(ESOS\) Act 2000](#), PreStart Safety and Training can offer the following courses to overseas students already on a student visa, without registering them on CRICOS:



- HLTAID009 Provide cardiopulmonary resuscitation
- HLTAID010 Provide basic emergency life support
- HLTAID011 Provide First Aid
- HLTAID014 Provide Advanced First Aid
- HLTAID015 Provide advanced resuscitation and oxygen therapy
- CPCCWHS1001 Prepare to work safely in the construction industry
- TLILIC0003 Licence to operate a forklift

It is the responsibility of the individual to check their study rights according to their visa.

Further information is also available from the [Department of Home Affairs](#).

# PRIVACY POLICY

PreStart Safety and Training is committed to maintain the privacy of personal information provided by staff and clients in accordance with the requirements of the 'Standards for Registered Training Organisations (RTOs) 2015' and Australian Privacy Principles of the Commonwealth *Privacy Act 1988*.

Prestart Safety & Training Pty Ltd is committed to the Australian Privacy Legislation and this policy outlines the way it collects, uses, secures, and discloses personal information how it will comply with the:

- *Privacy Act 1988*
- *Privacy Amendment (Enhancing Privacy Protection) Act 2012*
- Data Provision Requirements 2012
- Standards for RTOs 2015
- *Student Identifiers Act 2014*
- Australian Privacy Principles (APP)

In order to provide training and assessment services, Prestart Safety & Training lawfully collects personal information from students that is necessary for statistical, administrative, regulatory and research purposes.

Information collected may include, but is not limited to:

- Full name and Address.
- Contact details (telephone and email).
- Date of Birth.
- Cultural Background.
- Country of Birth.
- Language spoken at home.
- Disability information.
- Highest schooling and other qualifications completed.
- Current employment status.
- Unique Student Identifier (USI).

Clients and/or students are able to raise any concern they may have regarding personal information handling practices by contacting our administration staff.

The Managing Director of Prestart Safety & Training is responsible for all continuous improvement processes in relation to the privacy policy and procedure and ensuring that all staff, including those from third party providers are complying with the provisions of this policy.

All persons undertaking training with PreStart Safety and Training **consent to the collection, use and disclosure** of their personal information in accordance with the Privacy Policy above.

**\* NOTE:** Placement of an enrolment into any PreStart Safety and Training course (face to face; or e-learning course) constitutes acceptance of the above terms and conditions.

*Terms and Conditions (v1.0) applies to all bookings made on or after 01 February 2024.*