

# PARTICIPANT HANDBOOK



**Master  
Builders  
Association**

New South Wales

RTO Code: 6163 | ABN: 11 074 397 532

# PARTICIPANT HANDBOOK

## Contents

Introduction .....	3
Courses.....	3
Prior to Enrolment .....	3
Confirmation of Enrolment.....	3
Code of Conduct .....	4
Participant Rights .....	4
Responsibilities .....	4
Work Health and Safety (WHS).....	6
Legislative Requirements.....	6
Commonwealth legislation: .....	7
Course Entry Requirements .....	8
Unique Participant Identifier (USI).....	8
Participant Support .....	9
Core Skills (Language, Literacy and Numeracy) .....	9
Trainers and Assessors.....	10
Assessments.....	11
Recognition of Prior Learning (RPL) .....	12
What is Recognition? .....	12
Recognition guidelines.....	12
Credit Transfer .....	12
What is Credit Transfer? .....	12
Evidence requirements for Credit Transfer .....	12
Records Management.....	13
Certification and Awards.....	13
Fees, Charges and Refunds .....	14
Fees payable .....	14
Participant Cancellation.....	14
Refund Policy .....	15
Transfer policy.....	15
Statutory cooling off period.....	15
Our Guarantee to Clients .....	16
Changes to terms and conditions .....	16
NSW Government subsidised courses .....	16
Consumer Protection Policy.....	16
Protection under Australian Consumer Law .....	16
Dedicated Consumer Protection Officer.....	17
Complaints and Appeals .....	17
Continuous Improvement.....	19
Privacy Policy .....	21
Thank you for choosing us .....	21

## Introduction

---

Welcome to Master Builders Association NSW (Master Builders), our number one priority is assisting you in achieving your new qualification within the Building and Construction Industry. Master Builders is a Registered Training Organisation (RTO No.6163) approved by the Australian Skills Quality Authority (ASQA) to deliver accredited and non-accredited training and assessment services.

Master Builders Education and Skills Development provides training and assessment services that will ensure you are able to complete your training goals. You will receive training from passionate, qualified trainers with substantial industry experience in your vocational area. This ensures the training you receive is current, relevant, and delivered in a way that you can understand.

This Participant Handbook is designed to help inform you of the policies and procedures that Master Builders and its participants agree to follow. This is to ensure that you receive quality products and services as well as an understanding of the content and regulations that govern all parties under the VET Quality Framework. This document is available online via the Master Builders website for your viewing <https://www.mbansw.asn.au/about-master-builders-education-and-skills-development>.

For information regarding the other services which Master Builders offers (listed below), please visit our website:

<http://www.mbansw.asn.au/>

### **Other services include:**

- Master Builders Association Membership
- Master Builders Apprenticeship Services
- Master Builders Insurance Brokers

## Courses

---

Master Builders Education and Skills Development offers a range of courses, both nationally accredited and non-accredited. Please see Master Builders website for a full list of courses on offer:

<http://www.mbansw.asn.au/Training/>

### **Prior to Enrolment**

Before you enrol in a course with Master Builders, it is recommended that you speak with a Master Builders representative regarding your specific learning requirements.

### **Confirmation of Enrolment**

Once you select your course, you will need to:

- Read the Participant Handbook
- Read the Course Brochure
- Understand the fee structure
- Understand the USI requirements
- Complete the application form where applicable

These details are available on our website or you can contact our office and discuss any queries with a Master Builders staff member.

Once you are aware of your rights and responsibilities and have satisfactorily met any entry requirements, you will be invited to complete an enrolment form and register into your chosen course. Master Builders will email a Confirmation of Enrolment to the participant. This email will include the following:

- Schedule of fees
- Any applicable dates and times for the appropriate stages of your course
- Venue and parking arrangements if applicable
- Any equipment and/or PPE required to undertake the course

## Code of Conduct

---

Master Builders is committed to maintaining a high professional standard the delivery of education and training services.

The aim of this Code of Conduct is to support professionally responsible and ethical training and/or assessment practice. All Master Builders participants are expected to take responsibility for their own learning and behaviour during training and assessment.

All personal interaction is expected to be respectful. An aggressive manner or degrading and abusive language will be considered a breach to the Code of Conduct.

As a participant, you are required to adhere to all the terms and conditions of conduct stated below and accept that any decisions relating to the Code of Conduct and its compliance throughout the program will be entirely at the discretion of the Master Builders Education and Skills Development Manager.

### Participant Rights

Participants have a right to:

- Be treated fairly with respect from all Master Builders staff and participants
- Have a learning environment free of any form of discrimination and harassment
- Pursue your educational goals in a supportive and engaging learning environment
- Have access to your personal information and records about your progress, including ensuring your details are correct
- Be confident that Master Builders will maintain strict privacy about all your personal information and will treat this information in a confidential, secure and professional way
- Receive training that is of quality standard and complies with regulatory authority requirements
- Have the information you need, and assessment process clearly explained

### Responsibilities

Participants have a responsibility to:

- Treat Staff, participants and the public with respect, fairness, and courtesy
- Be punctual and regular in your attendance
- Submit your assessment tasks and materials by the due date or ask your trainer/assessor for an extension of time
- Return or renew any borrowed materials or books by the due date
- Wear enclosed non-slip footwear if you are attending classes or practical workshops. Thongs or bare feet are not permitted on-site for safety reasons
- Follow all Master Builders health and safety instructions and conform to Master Builders Workplace Health and Safety Policy and Procedures

- Report any health or safety concerns to the facilities officer

## ***House-keeping Rules***

When on-site, participants must not:

- Be aggressive or abusive to other participants, staff members or any other person
- Be under the influence of illicit drugs or impaired by alcohol
- Bully, harass or intimidate another participant, staff member, or any other person
- Make any form of physical contact with another person
- Belittle, criticise, tease or ridicule others
- Deny a reasonable request of another person
- Exclude or isolate other participants
- Undermine the performance, reputation or professionalism of participants or staff by deliberately withholding information, resources or supplying incorrect information
- Maliciously gossip or complain about others
- Pass abusive or harassing notes, emails, telephone calls, text messages, images etc. to participants or staff during the program, including after hours
- Make offensive gestures
- Steal or misuse Master Builders resources
- View inappropriate images or pornography or;
- Take photos/videos of other participants or staff on site without their permission

## ***Punctuality***

You will be expected to attend all programs at the stated times. Should you be delayed for any reason, call and advise your trainer/assessor or a Master Builders staff member prior to the commencement of the learning delivery.

## ***Attendance***

It is important that you are familiar with the attendance requirements for the course you are enrolled in, including training and assessment which is conducted on-the-job. If you do not achieve an appropriate level of attendance for the course you have enrolled in, you may not receive a Certificate or Statement of Attainment.

## ***Payment of Fees***

If the payment of fees (if applicable) through the established method of payment is not adhered to within the terms provided, you risk termination of your enrolment in the course stated.

## ***Alcohol and Drugs***

No alcohol or non-prescribed drugs of any kind are to be consumed throughout the course and you may not be able to attend the course if under the influence of alcohol or drugs. If you are on prescribed medication which could affect your ability to operate machinery as part of any simulated tasks, you must advise your trainer/assessor prior to participating in any such tasks.

## ***Food and Drink***

Where attending face to face learning, no food, drink or rubbish is to be left in the venue at the completion of the day's course.

## ***Inappropriate Conduct***

The following will be considered inappropriate conduct: -

- Disruptive behaviour during presentations, tutorials, mentoring and/or assessment situations
- Discriminative action/behaviour toward another participant and/or trainer/assessor or the group/class in general
- Use of prompt aids or secreting of notes and information in assessment situations
- Plagiarism and copying – all work must be your own.

## ***Discrimination***

Discrimination means treating a person less favourably than another because of personal attributes that they may have. Under State and Federal equal opportunity laws, discrimination based on attributes is unlawful. The attributes that can initiate a discrimination claim include:

- Gender
- Age
- Race
- Religion
- Marital Status
- Disability
- Colour
- Nationality and National origin
- Ethnicity
- Sexuality

Discrimination will not be tolerated at Master Builders and disciplinary action will be taken against any employee, trainer/assessor or participant found to be involved in such behaviour. From a staff perspective, this may include termination of employment. From a participant perspective, enrolment may be terminated, and all fees paid will be non-refundable.

## ***Harassment/Bullying***

Harassment and/or bullying is any behaviour which is unwelcome, offends, humiliates, intimidates or causes harm to the person being harassed or bullied. Harassment/bullying will not be tolerated at Master Builders and disciplinary action will be taken against any employee, trainer/assessor or participant found to be involved in such behaviour. From a staff perspective, this may include termination of employment. From a participant perspective, enrolment may be terminated, and all fees paid will be non-refundable.

## **Work Health and Safety (WHS)**

---

Master Builders is committed to the proper management of work health and safety. We will provide a safe and healthy environment for our staff, participants, contractors and visitors by having a planned and systematic approach to the management of work health and safety. We will provide the necessary resources for the successful implementation of this policy and its supportive procedures. Work health and safety will be managed through the Master Builders Management committee and in close consultation with staff, participants, contractors and visitors.

## **Legislative Requirements**

---

Master Builders is subject to legislation related to training and assessment as well as general business practice. This legislation governs our obligations as a Registered Training Organisation, our obligations to participants, and relates to the industry in which we conduct training. This legislation is continually being updated and all Master Builders representatives are made aware of these changes as they occur. Copies of State and Federal legislation can be found on the internet at <http://www.australia.gov.au/information-and-services/public-safety-and-law/legislation/states-and-territories> (State) and <https://www.legislation.gov.au/> (Federal).

The legislation that particularly affects the delivery of our services includes:

## Commonwealth legislation:

- *National Vocational Education and Training Regulator Act 2011*
- *Participant Identifiers Act 2014*
- *Work Health and Safety Act. 2011*
- *Trade Practices Amendment (Australian Consumer Law) Act (No. 1 and 2) 2010*
- *Competition and Consumer Act 2010*
- *Age Discrimination Act 2004 (Cwth)*
- *Disability Discrimination Act 1992*
- *Disability Standards for Education 2005*
- *Racial Discrimination Act 1975*
- *Sex Discrimination Act 1984*
- *Privacy Act 1988 and Australian Privacy Principles (2014)*
- *Fair Work Act 2009*
- *Copyright Act 1968*

NSW legislation:

- *Work Health and Safety Act 2011*
- *Anti-Discrimination Act 1977*
- *Workplace Injury Management and Workers Compensation Act 1998*
- *Children and Young Persons (Care and Protection) Act 1998*
- *Disability Services Act 1993 and Disability Services Regulation 2003*
- *Privacy and Personal Information Protection Act 1998*
- *Fair Trading Act 1987*

For further information on relevant legislations and other educational related web sites, please see list below.

Fair Trading	<i>NSW Fair Trading</i>	<a href="http://www.fairtrading.nsw.gov.au">www.fairtrading.nsw.gov.au</a>
SafeWork NSW	<i>SafeWork NSW</i>	<a href="http://www.safework.nsw.gov.au">www.safework.nsw.gov.au</a>
National Training Register	<i>Training.gov</i>	<a href="http://www.training.gov.au">www.training.gov.au</a>
RTO Regulator	<i>ASQA</i>	<a href="http://www.asqa.gov.au">www.asqa.gov.au</a>
Training NSW	<i>State Training Services</i>	<a href="http://www.training.nsw.gov.au">www.training.nsw.gov.au</a>
Industry Skills Council	<i>Skillsorz</i>	<a href="http://www.skillsorz.com.au">www.skillsorz.com.au</a>
Unique Participant Identifier	<i>Department of Industry</i>	<a href="http://www.usi.gov.au">www.usi.gov.au</a>
Training Directory	<i>My Skills</i>	<a href="http://www.myskills.gov.au">www.myskills.gov.au</a>

## Course Entry Requirements

---

Each course will have specific entry requirements which you must meet prior to enrolling. Refer to the relevant course brochure for course specific entry requirements.

### **Some general course entry requirements include:**

- Unique Student Identifier number (USI) (*see more in the USI section of this handbook*)
- Current White Card (General Construction Induction Card)
- Medicare Card
- Passport/Visa (where required)
- Photo ID
- Resume/detailed work history
- Specific PPE must be worn (this can be purchased from Master Builders)
- WHS/Codes of Practice requirements

## Unique Student Identifier (USI)

---

Any person undertaking nationally recognised training in Australia needs to have a Unique Student Identifier (USI). The USI is a reference number made up of ten digits and letters that:

- Creates a secure online record of your recognised training and qualifications gained in Australia, from all training providers you undertake recognised training with
- Will give you access to your training records and transcripts
- Can be accessed online, anytime and anywhere
- Is free and easy to create; and
- Stays with you for life

Master Builders cannot issue a Certificate or Statement of Attainment to a participant who does not have a USI. Master Builders will request the participant creates their USI prior to course commencement. If you are having trouble creating or finding your USI, contact Master Builders and we will provide you with assistance.

To read more about the USI and to create your own USI, please visit: <https://www.usi.gov.au/participants>

To read about your USI Privacy rights, please visit <https://www.usi.gov.au/documents/privacy-policy>



## Participant Support

---

During the enrolment process Master Builders staff will engage with a prospective participant in a number of ways, in order to understand their individual needs and how we can best provide services to each participant in order to maximise their chances of successfully completing the selected training course.

This approach ensures that participants entering a training course with Master Builders will have their individual needs identified. This will enable the allocation and arrangement of the applicable support services which may be supplied internally or by an external provider.

If support services are identified, the following is a guide to support services that can be provided upon request:

- Pre-enrolment support to ensure you understand your rights and responsibilities, fees and payment arrangements and services to be provided by Master Builders.
- Any specific learning requirements can be discussed prior to course commencement, to ensure you are provided with any additional support or reasonable adjustments.
- Referral to any Language, Literacy and Numeracy courses which may be required to assist with the learning and assessment process.
- Studying and learning support
- Flexible training sessions
- Referral to counselling services
- Referral to interpreter services

Other individual needs can be considered on a case-by-case basis in consultation with the Education and Skills Development Manager.

## Core Skills (Language, Literacy and Numeracy)

---

Core skills are critical to almost all areas of work. This is particularly true in many vocations where language, literacy and numeracy skills influence the performance of workplace tasks such as comprehending written work instructions and producing written documents. The Australian Core Skills Framework (ACSF) describes each of the five core skills of learning, reading, writing, oral communication and numeracy.

Research has indicated that many adult participants do not have the language, literacy and numeracy skills they need to effectively participate in vocational education and training. The increasing importance of core skills such as communication in the workplace highlights the need for underpinning language, literacy and numeracy skills.

To support this approach Master Builders will:

- Assess a participants' core skills during their enrolment on an as needed basis to ensure they have adequate skills to complete the training
- Support participants during their study with training and assessment materials and strategies that are easily understood and suitable to the level of the workplace skills being delivered
- Provide clear information to participants about the detail of the core skills assistance available
- Refer participants to external language, literacy and numeracy support services that are beyond the support available within Master Builders and where this level of support is assessed as necessary; and
- Negotiate an extension of time and other support arrangements to assist participants to complete training programs if necessary.

Where it is determined that a participant has limited core skills which are beyond the support available within Master Builders, the participant will be referred for dedicated language, literacy and numeracy training through suitable support services. These courses have been designed to provide participants with the opportunity to gain specific language, literacy and numeracy skills required in a vocational or work environment, which meet the requirements to gain entry into a range of vocational qualifications and gain language, literacy and numeracy related employability skills.

#### **As a general guide:**

- If the participant does not currently possess the basic skills to perform training and development tasks in the workplace, they will be referred for assistance which should occur prior to enrolment with Master Builders.
- If the participant's skills are adequate for the workplace but will hinder their participation in training, they will not be referred. Instead, Master Builders will design and implement suitable support services to enable their training and assessment.

## Trainers and Assessors

---

All Trainers and Assessors engaged in product training and assessment services for Master Builders must have:

- Vocational competencies at least to the level being delivered and assessed;
- TAE40110 Certificate IV in Training and Assessment, including units;
  - TAEASS502 Design and develop assessment tools and
  - TAELLN411 Address adult language, literacy and numeracy skills, or hold a
- TAE40116 Certificate IV in Training and Assessment
- Current industry skills directly relevant to the training and assessment being provided; and
- Current knowledge and skills in vocational training and learning that informs their training and assessment
- Have extensive training and assessment experience
- Have a history of working in the building and construction industry
- Have demonstrated current vocational competence
- Have participated in a program induction giving them a sound understanding of the complete qualification and all training services policies and procedures
- Have a contract of employment with Master Builders
- Are appropriately screened to represent Master Builders
- Have the relevant insurances

## Assessments

---

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

In simple terms, assessment is the process of collecting evidence and determining whether competency has been achieved. In order to be assessed as 'Competent', you will need to demonstrate that you can do the task with confidence and have the required skills and knowledge at the required industry standard as endorsed by the Training Package or VET Accredited Course.

An assessment of 'Not Yet Competent' is not a fail. It is simply a request for more information or further confirmation of the knowledge and skills required. Our assessors will provide feedback to guide the participant resubmission and are available for contact if required. The participant will be required to successfully resubmit the assessment with the required rectifications and within the set timeframes to achieve a competent result. The participant will be allowed a limit of two (2) re-submissions per unit of competency. To be eligible for a full qualification, the participant must receive a competent result for all units within the course.

There are four key principles that are a part of the assessment process:

### **Fairness**

The participants' needs are considered in the assessment process.

Where appropriate, reasonable adjustments are applied by the RTO to take into account the individual participants' needs.

The RTO informs the participant about the assessment process and provides the participant with the opportunity to challenge the result of the assessment and be reassessed if necessary.

### **Flexibility**

Assessment is flexible to the participant by:

- reflecting the participants' needs;
- assessing competencies held by the participant no matter how or where they have been acquired; and
- drawing from a range of assessment methods and using those that are appropriate to the context, the unit of competency and associated assessment requirements, and the individual.

### **Validity**

Any assessment decision of the RTO is justified, based on the evidence of performance of the individual participant.

Validity requires:

- assessment against the unit(s) of competency and the associated assessment requirements covers the broad range of skills and knowledge that are essential to competent performance
- assessment of knowledge and skills is integrated with their practical application
- assessment to be based on evidence that demonstrates that a learner could demonstrate these skills and knowledge in other similar situations; and
- judgement of competence is based on evidence of participant performance that is aligned to the unit/s of competency and associated assessment requirements.

### **Reliability**

Evidence presented for assessment is consistently interpreted and assessment results are comparable irrespective of the assessor conducting the assessment.

## Recognition of Prior Learning (RPL)

---

### What is Recognition of Prior Learning?

Recognition of Prior Learning (RPL) involves the assessment of previously unrecognised skills and knowledge an individual has achieved outside the formal education and training system. RPL assesses this unrecognised learning against the requirements of a unit of competency, in respect of both entry requirements and outcomes to be achieved. By removing the need for duplication of learning, RPL encourages an individual to continue upgrading their skills and knowledge through structured education and training towards formal qualifications and improved employment outcomes. This has benefits for the individual and industry. Most importantly, it should be noted that RPL is a form of assessment and requires the same application of policy and procedures outlined in the Assessment section of this handbook.

### RPL guidelines

The following guidelines are to be followed when an application for RPL is received:

- Any participant is entitled to apply for RPL in a course or qualification in which they are currently enrolled.
- Participants may not apply for RPL for units of competency or a qualification which are not included in Master Builders scope of registration
- Whilst participants may apply for RPL at any time, they are encouraged to apply before commencing a training program. This will reduce unnecessary training and guide the participant down a more efficient path to competence
- Participants who are currently enrolled in a training program are eligible to apply for RPL in that program at no additional charge
- Assessment via RPL is to apply the principles of assessment and the rules of evidence
- RPL may only be awarded for whole units of competency.

## Credit Transfer

---

### What is Credit Transfer?

Credit transfer (also referred to as national recognition or universal recognition) is the recognition of learning achieved through formal education and training. Under the Standards for Registered Training Organisations, qualifications and statements of attainment issued by any RTO are to be accepted and recognised by all other RTOs. Credit transfer allows the unit of competency previously achieved by a participant to be recognised when they are enrolling in a related course where those units can assist them in meeting the requirements for a qualification.

### Evidence requirements for Credit Transfer

An applicant will be required to present his or her statement of attainment or qualification for examination by Master Builders. These documents will provide the detail of what units of competency the applicant has been previously issued. Applicants must provide satisfactory evidence that the statement of attainment or qualification is theirs and that it has been issued by an Australian RTO. Statements of attainment or qualifications should be in the correct format as outlined in the Australian Qualifications Framework, Second Edition, 2013. The applicant is required to submit copies only which are certified as a true copy of the original by a Justice of the Peace (or equivalent).

Where you are seeking Credit Transfer for units of competency you have previously undertaken you will need to:

- Provide us with a copy of your qualifications, transcripts, record of results or Statements of Attainment
- Provide us with access to your USI record to verify the units of competency on your transcripts. This can be done online on the USI website. Further information will be provided should you apply for Credit Transfer.

To find out if you are eligible for Recognition of Prior Learning or Credit Transfer, contact Master Builders for an obligation free discussion.

## Records Management

---

Master Builders ensures the integrity of record keeping processes and ensures the security of all records and integrity of data by using a secure Learning Management System. Only Master Builders staff can access the database by using their individual logins. Data is backed up on a regular and consistent basis.

Data and information will only be provided to governing authorities for training purposes. No other third party is provided with information unless permission is granted by the participant. All participants are entitled access to their own personal records at any time upon written request by the participant (fees may apply). If a participant wishes to gain access to their records, they should contact Master Builders administration team.

## Certification and Awards

---

At the completion of your training course a Certificate or Statement of Attainment will be issued to you for the units of competency achieved. Qualifications and Statements of Attainment will be issued by Master Builders in accordance with the requirements of the Australian Qualifications Framework. Completion of the training program will include the supply of the participant's Unique Participant Identifier number and payment of all course fees.

Certificates and Statements of Attainment will be processed and dispatched to the participant within 30 days of course completion. The participant is expected to advise Master Builders of any change of their address details.

If a participant of Master Builders requires a replacement of an issued Qualification or Statement of Attainment, there will be payable administration fee of \$55 including GST for a Qualification Certificate or Statement of Attainment.

## Fees, Charges and Refunds

Master Builders charges fees for services provided to participants undertaking training and assessment.

### **Fees payable**

Fees are payable in line with the Schedule of Fees provided to the participant with the confirmation of enrolment and as outlined on the website. The initial fee payment (enrolment fee) must be made prior to commencing training. The enrolment fee may include a \$1,000 non-refundable administration fee. Refer to the fee schedules for individual courses to determine if a non-refundable administration fee has been applied. The current fees and charges for Master Builders are published on the Master Builders website and within each individual course brochure.

Failure to make the required payments by the invoice due date may result in your enrolment being cancelled and/or certificates not being issued. Fees payable by the invoice due date will not exceed \$1,500 in advance of services provided.

### **Participant Cancellation**

Participants who cancel their enrolment part way through a training program should notify Master Builders in writing via email or letter at the earliest opportunity. Participants who cancel their enrolment after a training program has commenced will not be entitled to a refund of fees paid. Participants are advised to consider alternative options such as transferring into another scheduled training program. Participants are advised that a transfer fee may apply to transfer to another scheduled training program and that they should contact Master Builders to confirm the fee.

Participants that are withdrawn from a course due to non-compliance with the training terms and conditions e.g. breach of the code of conduct, failure to meet specified timeframes for class participation and/or assessment submissions or for overdue fees will not be entitled to a refund of paid fees.

## Refund Policy

This policy applies to Master Builders participants attending or enrolled in a course with Master Builders. All refund considerations will be limited to the total amount of monies received by Master Builders. See following table when considering cancelling your course with Master Builders to determine if a refund is applicable. Only Master Builders can alter this policy under special circumstances by approval from management.

The following table applies to refund requests:

FOR COURSES WITH DEFINED START DATES	
WITHDRAWAL REASON	REFUND ENTITLEMENT
Enrolment cancellation made more than 10 days prior to course start date	Full Refund of enrolment fee
Enrolment cancellation made less than 10 days prior course start date	No refund
Cancellation after the course start date	No refund
Master Builders is unable to provide or cancels a course for which the original offer was made	Full refund for any services not yet provided
Withdrawal from course program due to non-compliance with training terms and conditions	No refund
Failure to attend confirmed classes	No refund
FOR ONLINE LEARNING/RPL	
WITHDRAWAL REASON	REFUND ENTITLEMENT
Enrolment cancellation prior to accessing learning resources or receiving RPL Kit	Full Refund of enrolment fee
Enrolment cancellation after accessing online learning resources of receiving RPL Kit	No Refund of administration fee
Enrolment cancellation after attempting assessments	No Refund
Master Builders is unable to provide or cancels a course for which the original offer was made	Full refund for any services not yet provided
Withdrawal from course program due to non-compliance with training terms and conditions	No refund

## Transfer policy

Participants may request a transfer of their enrolment between classes and people as long as Master Builders determines that the participant meets the course entry requirements and that the transfer is appropriate. A transfer fee may apply when participants transfer between courses and the participant should confirm with Master Builders the applicable fee that will be applied.

## Statutory cooling off period

A statutory cooling off period (**ten (10) days**) is a period of time provided to a participant to allow them to withdraw from a consumer agreement, where that agreement was established through unsolicited marketing or sales tactics. These include tactic such as door-to-door sales and telemarketing. A statutory cooling off period allows a consumer to withdraw from a sales agreement within 10 days of having received a sale contract without penalty. In line with the Australian Consumer Law Statutory requirement, Master Builders provides participant with a ten (10) day cooling off period. Participants that wish to exercise their rights under the cooling off period, should email Master Builders at [training@mbansw.asn.au](mailto:training@mbansw.asn.au) within the ten (10) day time period requesting withdrawal.

## Our Guarantee to Clients

If Master Builders cancels or ceases to provide training, Master Builders will issue a full refund (excluding the non-refundable administration fee if applicable) for any services not yet provided. The basis for determining “services not yet provided” is to be based on the units of competency completed by the participant and which can be issued in a statement of attainment at the time the service is ceased.

## Changes to terms and conditions

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

## NSW Government subsidised courses

Participant fees for NSW Government subsidised courses may vary dependant on individual participant location, characteristics, and circumstances. Using the Smart and Skilled Fee Calculator, Master Builders will confirm your contribution amount prior to formal acceptance into a program. Fees outlined in Master Builders marketing materials, advertising or website are indicative rates only. Fee exemptions and concessions will also be individually calculated according to the Smart and Skilled Fee Policy. Participants will be provided with an individualised quote to suit their circumstances and eligibility.

# Consumer Protection Policy

---

## Protection under Australian Consumer Law

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

Master Builders is aware of its obligations to provide consumer protection for all students as designated in the Competition and Consumer Act 2010, the NVR Standards for RTO’s 2015 and the Smart and Skilled Consumer Protection Policy. To ensure our customers are fully protected and are aware of their rights and of avenues of complaint we have developed a Customer Protection Strategy as listed below.

Australian Consumer Law applies to the following services delivered by Master Builders:

- advertising, marketing and promotion
- soliciting and taking enrolments
- training delivery
- student assessment
- handling of complaints by training providers
- requests to cancel a student’s enrolment.



It also applies to services that are provided by Subcontractors and Partners (referred to as Third Parties) on behalf Master Builders.

Participants have rights which are outlined within this Handbook, including providing feedback and making complaints. The Education and Skills Development Manager is the designated person who acts as the Consumer Protection Officer, handling complaints and grievances to ensure compliance with legislation. Every attempt will be made to resolve any participant complaint using the Complaints and Appeals Policy.

## Dedicated Consumer Protection Officer

Master Builders has a dedicated consumer protection officer who is the point of contact for students who have feedback or complaints.

Contact details for the Education and Skills Development Manager / Consumer Protection Officer are as follows:

Name: Ms Jody McGann  
Email: [jmcgann@mbansw.asn.au](mailto:jmcgann@mbansw.asn.au)  
Phone: 02 8586 3588  
Address: 5 Burbank Place  
Norwest NSW 2153

## Complaints and Appeals

---

Master Builders is committed to providing a fair and transparent complaints and appeals handling process.

### What is a complaint?

A complaint is generally negative feedback about services or people which has not been resolved locally.

### What is an appeal?

An appeal is an application by a participant for reconsideration of an unfavourable decision or finding during their time with Master Builders. An appeal must be made in writing and specify the particulars of the decision or finding in dispute. Appeals must be lodged within **twenty-eight (28)** working days of the decision or finding being informed to the participant.

It is important to note that a participant may appeal any decision made Master Builders or a third party providing services on Master Builders behalf, this includes appeal relating to assessment decisions and appeals relating to administrative decisions that Master Builders may make. Examples of this include an appeal of a decision to deny a refund or to deny an application for credit transfer.

### Making a complaint or Appeal

To make a complaint/appeal, the participant should:

Complete the Master Builders Complaints or Appeals Form. This form is available via our website or can be obtained from the Master Builders office. The completed form is to be submitted to the Education and Skills Development Manager either in hard copy or electronically via email to [training@mbansw.asn.au](mailto:training@mbansw.asn.au).

If you have any difficulty accessing the required form or submitting the complaint to Master Builders, you are advised to contact your trainer/assessor or office administration immediately via the telephone number listed on the website.

The handling of a complaint/appeal is to commence within seven (7) working days of the lodgement of the complaint/appeal and all reasonable measures are taken to finalise the process as soon as practicable.

A written response is provided, including details of the reasons for the outcome. A written response must be provided to the complainant within fourteen (14) working days of the lodgement of the complaint.

Complaints/appeals must be resolved to a final outcome within **sixty (60) calendar days** of being initially received. Where Master Builders' Management team considers that more than **60 calendar days** are required to process and finalise the complaint, Master Builders must inform the complainant in writing, including reasons why more than **60 calendar days** are required. A timeframe to resolve a complaint/appeal within **thirty (30) calendar days** is considered acceptable and in the best interest of Master Builders and the complainant. Regular updates will be provided to inform of the progress of the matter. Updates should be provided at a minimum of **two (2) weekly intervals**.

All complaints/appeals will be handled in the strictest of confidence and no unjust treatment will be given to any person making a complaint or appeal.

If you are not satisfied with the handling of the matter by Master Builders, you have the opportunity for a body or person that is independent of Master Builders to review the complaint/appeal. In these circumstances the Master Builders RTO Manager will advise of an appropriate party independent of Master Builders to review the outcome (and its subsequent handling) and provide advice to Master Builders in regard to the recommended outcomes. The independent third-party is required to respond with their recommendations within **fourteen (14) working days** of their review being requested. This advice is to be accepted by Master Builders as final, you will be advised in writing and the results implemented without prejudice.

Where the Master Builders appoints or engages an appropriate independent person to review an issue, the Master Builders will meet the full cost to facilitate the independent review.

## **Unresolved Complaints and Appeals**

Once the process has concluded; where the person making a complaint or appeal remains unsatisfied with the outcome of the procedure, the person is to be advised that they have the right to refer the matter to any external authority/agency who may be relevant to their complaint. The following external agencies are nominated in the first instance as relevant points of referral the person may consider:

- In relation to consumer related issues, the person may refer their complaint to the Office of Fair Trading.
- In relation to the delivery of training and assessment services, the person may refer their complaint to the National Training Complaints Service via the following phone number: 13 38 73 or visit the website at <https://www.education.gov.au/NTCH>

- In relation to matters relating to privacy, the person may refer their complaint to the Office of the Australian Information Commissioner via the following details:  
<https://www.oaic.gov.au/individuals/how-do-i-make-a-privacy-complaint> or call on 1300 363 992.
- In relation to the delivery of training and assessment services under Smart and Skilled, please find more information about Consumer Protection you can go to  
<https://smartandskilled.nsw.gov.au/for-students/consumer-protection-for-students>

Or if you have a complaint or enquiry about any service to do with Smart and Skilled you can email:  
[enquiries@smartandskilled.nsw.gov.au](mailto:enquiries@smartandskilled.nsw.gov.au) or telephone: 1300 772 104

You can also submit a form electronically directly to Training Services NSW at;  
[https://www.training.nsw.gov.au/build/online\\_forms/general\\_enquiry\\_form.html](https://www.training.nsw.gov.au/build/online_forms/general_enquiry_form.html)

Training Services NSW will offer dispute resolution assistance by investigating claims and providing options which may assist in either resolving the dispute or referring it on to another relevant agency.

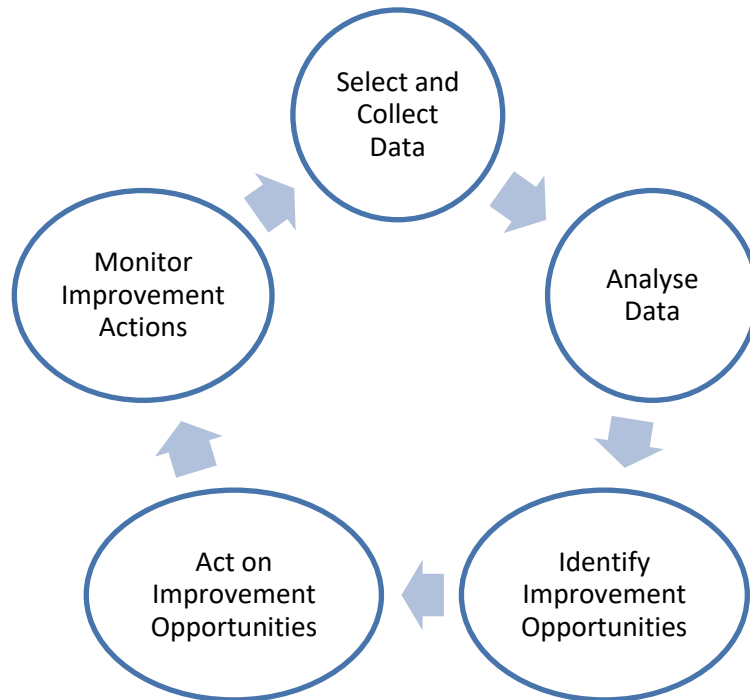
## Continuous Improvement

At Master Builders we are committed to the continuous improvement of our training and assessment services, participant services and our administrative management systems. Opportunities for continuous improvement initiatives can be identified from varied data sources:

- Formal and ad hoc feedback from participants, clients and staff
- Discussion with industry stakeholders about appropriateness of the training and assessment strategies
- Complaints from both internal and external stakeholders
- By undertaking an annual self-assessment against the legislative requirements for RTO's
- By undertaking assessment validation and moderation
- Through the strategic planning and risk analysis process
- Participant and employer surveys

Master Builders applies a systematic approach to support continuous improvement.

This approach includes:



Master Builders records all Continuous Improvements made in the Continuous Improvement Register.

## Privacy Policy

Master Builders is committed to providing confidentiality and privacy to its participants.

Master Builders will not provide a participant's personal or training information to unauthorised third parties unless prior written permission has been received from the individual.

Through the processes of providing training and assessment services, Master Builders may be requested to provide details to governing authorities of training programs. These authorities include the Department of Education and Communities, Australian Apprenticeship Centres and the Australian Skills Quality Authority.

Master Builders may also provide information to the participant's employer, where applicable, for training purposes only.

Master Builders is committed to maintaining our adherence to the Privacy Act as governed by the Australian Commonwealth and State Governments.

We guarantee that we will not sell personal information to any third party.

The participant has the right to access their personal information, subject to certain exceptions provided for in the Privacy Act. If the participant requires access to their personal information, please contact Master Builders at [training@mbansw.asn.au](mailto:training@mbansw.asn.au). For security reasons, they may be required to put their request in writing and will be required to provide proof of their identity. An Access to Records Form is available for this purpose.

## Thank you for choosing us

---

Thank you for choosing Master Builders for your training and assessment requirements. We look forward to working with you and helping you to achieve your desired outcomes.

Should you wish to confirm any information in this Participant Handbook or have any questions about our training courses/services, please call our Norwest office and speak with one of our friendly RTO representatives.

### Master Builders Training Centres.

**Master Builders of NSW  
Education Centre**

5 Burbank Place,  
NORWEST NSW 2153  
Phone: 02 8586 3588

**Master Builders of NSW  
Wollongong**

Unit 3/2 Coombe Street  
WOLLONGONG NSW 2500  
Phone: 02 4272 9409

**Master Builders of NSW Ulladulla  
(Southern Region)**

Unit 1, 171 Princes Highway  
ULLADULLA NSW 2539  
Phone: 02 4454 1955

**Master Builders of NSW  
Newcastle**

Level 1, 165 Lambton Road,  
BROADMEADOW NSW 2292  
Phone: 02 4953 9400

**Master Builders of NSW Gosford**

Unit 7, 4 Stockyard Place  
WEST GOSFORD NSW 2250  
Phone: 02 4323 4588

**Master Builders of NSW Ballina (Northern  
Region)**

2 Boeing Avenue,  
BALLINA NSW 2478  
Phone: 02 6681 4266

**Master Builders of NSW Port  
Macquarie**

Unit 3, 12 Jindalee Road,  
PORT MACQUARIE NSW 2444  
Phone: 02 6581 4033

**Master Builders of NSW Orange  
(West Region)**

Level 1, 296 Summer Street,  
ORANGE NSW 2800  
Phone: 02 6362 6895