



# PARTICIPANT HANDBOOK AND PRE-ENROLMENT INFORMATION

Cobra Contracting Pty Ltd trading as Cobra Training & Licensing Services is a Registered Training Organisation (**RTO**) registered in accordance with the VET Quality Framework, to provide training and assessment services within a defined scope of registration.

Only a Registered Training Organisation can issue qualifications that are recognised by the Australian Qualifications Framework (AQF). We are registered in NSW with ASQA (Australian Skills Quality Authority).

For further information on our services see our website.

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## Introduction *(About Cobra Training & Licensing Services)*

This Registered Training Organisation (RTO), Cobra Contracting Pty Ltd, trading as Cobra Training & Licensing Services (referred to herein as CTS) is engaged in the provision of nationally accredited training and High Risk Work Licensing. As a registered training organisation, regulated by the Australian Skills Quality Authority (ASQA), CTS is required to comply with the *Vocational Education and Training (VET) Quality Framework* and associated legislative instruments. In particular, the following legislative instruments:

- *Standards for NVR Registered Training Organisations 2012.*
- *Data Provision Requirements 2012.*
- *Australian Privacy Principles Act 2014*
- *Workplace Health and Safety Regulation 2011*
- The Racial Discrimination Act, 1975
- The Sex Discrimination Act, 1984
- Disability Discrimination Act, 1992
- Disability Services Act 1993
- Australian Human Rights Commission Act 1986
- Age Discrimination Act 2004
- Anti-Discrimination Act 1997
- Work Health and Safety Act 2011 No 10
- National Vocational Education and Training Regulator Act 2011
- Copyright Amendment Act (No. 2) 1998
- Privacy Act 1988 (Cth) (*Privacy Amendment (Enhancing Privacy Protection) Act 2012*)
- Any other relevant legislation or requirements relevant to the industry or VET.

CTS policy dictates a strict adherence to relevant state and federal legislation relating to workplace health and safety, industrial relations, equal opportunity, and anti-discrimination. All accredited training courses and/or qualifications will be delivered in line with the standards required by the relevant federal, state, and territory authorities and laws.

## Code of Practice

All CTS staff members or contractors are expected to promote and embrace CTS's standards, policies and procedures. CTS is committed to delivering fair, reasonable, ethical and transparent dealings in all of its undertakings including:

- Client information
- Confidentiality and privacy
- Complaints and appeals
- Fee structure guarantee
- Refund Policy
- Corporate policy
- Training standards
- Marketing
- Access and equity
- Workplace Health and Safety

Enrolment into a qualification or course with CTS is subject to the terms, conditions and policies outlined in our pre-enrolment information as detailed below.

## Eligibility

All High Risk Work Licensing (HRWL) courses require the participant be over the age of 18.

Pre-requisites apply to some courses, this information will be conveyed prior to enrolment. You may need to hold a White Card, or for some HRWL courses, the class of licence i.e. (Dogging-Basic Rigging)

Many of our courses involve physical activity, use of safety harnesses, operating plant, working at heights, in confined spaces and climbing or descending ropes.

Our entry requirements for our qualifications are stated within our Training & Assessment Strategies. Once your qualification is determined, CTS will provide you with this information prior to enrolment.

## Pre-Enrolment Training Needs Analysis

Prior to enrolment you should discuss your needs and situation with a CTS staff member who can assist you with, or if needed can refer you to appropriate assistance for:

- Client Support Services including LLN
- Recognition of Prior Learning (RPL) or Credit Transfer/National Recognition
- Learning Pathways
- Assessment Procedures & Process
- Course Delivery Options

## Language, Literacy and Numeracy (LLN)

Participants will need to have a good command of reading and spoken English, and general maths for all courses.

Our courses have an option of verbal or written assessments.

LLN indicator testing may be required to be carried out prior to course commencement to determine suitability for attendance and ability to participate and undergo assessment. Dependent on outcome, CTS may refer a participant for LLN Support and re-enrol at a later date. A full refund will apply in these circumstances.

Except for HRWL, interpreters may be required for training and assessment. CTS will make final decision on suitability of interpreter, and may require use of an independent professional interpreter accredited by National Accreditation Authority for Translators & Interpreters (NAATI). Recommendations may also be made to translate documents into a participant's first language in which case this will be stated on the certificate or Statement of Attainment issued. Additional fees will apply.

CTS cannot provide these resources directly, nor can we provide additional support for training with Language, Literacy or Numeracy Skills below the level required for participation in a course.

## Participant Rights

All participants in CTS's courses have a right to:

- Be treated fairly with respect and dignity
- A safe learning environment free from danger, abuse or harassment
- Recognition of their particular needs and circumstances including: beliefs, ethnic background, cultural and religious practices
- Have access to their own records or information and request changes, on written request
- Be given feedback on their progress
- The opportunity to give feedback on services provided
- Access to CTS policies and procedures

## Participant Responsibilities

CTS have a right to expect participants to:

- Participate in an induction process
- Follow reasonable directions by your trainer/assessor
- Be punctual for classes and appointments
- Complete set assessments in a timely manner
- Notify CTS if they are unable to attend classes or appointments as scheduled
- Promote an effective learning environment through appropriate personal behaviour
- Encourage equal opportunity
- Observe any non-smoking restrictions
- Be responsible for their own possessions
- Be aware of and promote the safety of themselves and others
- Meet the required PPE standards, including appropriate footwear and clothing
- Not wear any clothing adorned with offensive slogans or pictures.
- Provide at least 7 days' notice if they do not intend to commence a course they are booked into
- Not consume illegal drugs and/or alcohol whilst attending any training course. Any person suspected to be affected will be removed from their class and required to leave the premises. Assistance will be provided if necessary to ensure you arrive home safely
- Remember that persons working with plant and equipment, or undertaking hazardous activities must not be under the influence of alcohol and/or drugs and must at all times comply with relevant laws.

## Induction/orientation

Participants will be required to undergo an induction/orientation process prior to course commencement. This process will include details on WHS, course delivery, assessment requirements, policies, procedures, appeals, RPL etc.

## Conditions of Enrolment

CTS agrees to provide access to available enrolment positions for all persons who have the relevant skills, experience and ability to satisfactorily meet enrolment requirements for conduct, safety, course/qualification pre-requisites, payment of fees, and the observance of CTS policies.

CTS may seek to terminate the enrolment of a participant if they:

- Do not comply with proper workplace health and safety procedures including the wearing of appropriate clothing and PPE for a given workplace/site when training occurs on the job or, at a CTS training facility
- Fail to attend training sessions to a minimum level set for competence
- Have not accurately or honestly disclosed all information relevant to their enrolment and participation in a training course including: relevant information relating to personal health requirements for course participation, work history, skills and experience, criminal conviction (where applicable)
- Have knowingly provided false or misleading information
- Commit an offence under the law whilst in the training environment or at a workplace, breach safe work practices, or otherwise act in a manner detrimental to the wellbeing of CTS staff, other participants or persons, or themselves
- Do not comply with the confidentiality rights of other persons

## Course Fee Structure

All fees will be competitive when compared to others in the marketplace, and may be varied or discounted at the discretion of CTS to assist individuals, secure corporate contracts or to comply with the requirements of Commonwealth or State/territory Government training contracts.

In programs funded by Government Authorities, client charges will be determined by the terms of the Government Contract. The cost of a course is dependent upon delivery and assessment methods, and a separate guide to these costs may be provided as an attachment to this information, or on our website.

***Qualifications or statements of attainment will not be issued until payment has been made in full.***

## Payment of fees

Enrolment in a course is not secured until a deposit or full payment is made. Courses with a value up to \$1000 per participant per course can be paid in full prior to commencement. For courses with a value above \$1000 per participant per course, a deposit of \$1000 per participant per course should be paid prior to commencement, and the balance paid prior to final assessment.

Any other arrangements must be approved by CTS staff prior to commencement, otherwise a participant may not be able to attend their course.

Note: where a participant fails to provide seven (7) days' notice for non-attendance of a course they are booked into, CTS will invoice the participant for full course fees and reserves the right to take legal action if needed for debt recovery.

## Cancellation of enrolment

CTS reserves the right to cancel an enrolment without notice, if after twelve (12) months a participant has not completed and achieved their qualification. If some of the qualification has been completed, a statement of attainment will be issued for those units successfully completed. If a participant is having difficulty meeting this deadline, CTS may grant extensions under certain circumstances. It is the participant's responsibility to meet the deadline and/or make appropriate arrangements. *This statement should be read in conjunction with our refund policy.*

## Fee Refund/Credit Policy

CTS has established and maintains the following credit / refund procedure for all Companies and/or individuals who register and/or attend our training courses. When fees are payable, CTS offers a fair and reasonable refund policy.

Should cancellation by an organisation or individual booking services occur fourteen (14) days or more prior to the commencement date of the service, no penalty will be applied and a full refund provided that payment has been received in advance. Alternatively, the organisation or individual can choose to have funds held in credit for a maximum period of 6 months from the original invoice date, after which time, if unused the credit or refund is deemed null and void.

If cancellation should occur eight (8) to thirteen (13) days prior to the commencement date of the service, 25% of the total cost will be retained / invoiced as a non-refundable booking fee.

If cancellation of the service is made seven (7) or less days before commencement of the course, 100% of the total service cost will apply as a non-refundable booking fee. Additionally, if such cancellation occurs within two working days or less of the training date, any travel and accommodation costs incurred (if quoted) will be charged at the full quoted cost.

No refund is available to organisations or individuals who do not attend training on their scheduled course dates or who have commenced their training course and who choose to terminate or leave before their training course is completed unless they can provide a Medical Certificate or show extreme personal hardship or pressing domestic necessity. In these cases fees may be refunded on a pro rata basis or reduced to cover program or course materials, or held in credit for a maximum period of 6 months from the original invoice date, after which time, if unused the credit or refund is deemed null and void.

Should an individual wish to finalise an incomplete program at a future time, the original fee can be used as credit for a maximum period of 6 months from the invoice date, after which time the credit is deemed null and void. Additional fees may be payable to cover any difference in current course pricing within the 6 month credit period.

The CEO reserves the right to make discretionary decisions regarding conditions of refunds if necessary.

Should an organisation or individual be dissatisfied with our Refund Policy they shall be encouraged to submit a Complaint Form in accordance with our Complaint Policy.

Refunds will be made in the following other circumstances:

- Participants who have overpaid fees
- When CTS cancels the course and cannot reschedule a participant into another course at a suitably reasonable time
- Where the participant's application for enrolment is refused
- If in CTS's opinion, the participant would be unreasonably disadvantaged if not granted a refund, for example, a participant meets with a serious misadventure and is unable to continue their enrolment

## Assessment Process

All assessments conducted by CTS will conform to assessment requirements for Nationally Endorsed Training Packages or the assessment requirements attached to specific units of competency.

Competency based assessment is the process of collecting evidence and making judgments on whether competence has been achieved. This confirms that an individual can perform to the standard expected in the workplace as expressed in the relevant endorsed industry/enterprise competency standards (or outcomes of accredited courses if there are no competency standards for an industry).

Assessment is a mechanism for determining competence of an individual against a benchmark. In the Training Packages, a unit of competency is the benchmark. In many instances, assessment will form part of a training and assessment program. There is also, however, provision to assess individuals who have developed skills by pathways other than through a combined training and assessment mode, such as experience on the job, training in another sector or state.

## Evidence Gathering

CTS has selected suitable methods to ensure sufficient evidence can be gathered on how you perform a task or skill against the specified criteria. Some assessment methods are best suited for assessing practical skills and others are better for assessing theory or underpinning knowledge.

When choosing the most appropriate **assessment method**, the following will be considered:

- the four dimensions of competency (task skills, task management skills, contingency management skills and job/role environment skills)
- the skills or cluster of skills applied in a workplace situation
- specific Training Package or UoC requirements
- underpinning knowledge/skills required
- the qualification/UoC level and outcomes
- the individual needs of the participant
- where the assessment will be conducted (on-the-job, off-the-job, simulated environment, distance delivery)
- the available resources



Your trainer/assessor will use a minimum of two different assessment methods to determine whether you are 'competent' or 'not yet competent' against the criteria.

The **assessment activities** must ensure:

- assessment is valid, reliable, flexible and fair
- assessment takes place in an environment that meets the requirements of the relevant qualification or UoC
- the assessment activity, as defined in the Training and Assessment Strategy for the unit, is suitable
- the assessment activity covers all elements and performance criteria within the unit, module or cluster

You may find there are variables applicable to the assessment. This may depend on the:

- different workplaces or different work areas within the same workplace
- differing customer requirements/needs
- different occasions/times dealing with different situations such as night/day activity
- busy/non-busy periods
- different facilities and resources

Typical assessment methods include:

- Observation - of someone performing a task or producing a product
- Reports - used on or off-the-job to provide evidence of understanding in a particular context. Reports should be combined with oral or written questioning to validate understanding
- Simulation/Role-Play/Case Study - simulation of workplace activities to gauge performance, eg. Operating a forklift
- Portfolio - provision of a collection of evidence and samples that prove competence against the specified criteria. This is particularly useful in a RPL Process
- Practical exercise or task - the participant undertakes a task or exercise that demonstrates competency performed against the specified criteria
- Knowledge based tests - written or oral questioning. Written and oral tests are widely used as a method of assessing a participant's understanding or knowledge of the work or task they are performing. The term 'knowledge' is used in a broad sense and does not merely refer to recall from memory or rote learning, but to show clear understanding of the task being assessed.

Where appropriate, assessment methods will take participant needs into account and have the flexibility to incorporate the equity needs of participants.

## Reporting of outcome to the Participant

After undertaking a competency based assessment or an RPL assessment, participants are either deemed "competent" (C) or "not yet competent" (NYC). If you are deemed competent, you will be issued with a Statement of Attainment listing the units of competency they are competent in, and a full qualification, if fully completed.

The trainer/assessor will provide you with feedback about the outcomes of the assessment and provide guidance for future options. Feedback must describe the performance of the participant against the elements or learning outcomes and any re-assessment options.

### Participants **Not Yet Competent**

If you are deemed Not Yet Competent (NYC), you will be given feedback on your performance. All participants have the opportunity to appeal their results and/or to be reassessed. The participant will have the opportunity to redeem the NYC in a reassessment session provided under the following arrangements:

The reassessment opportunity must be undertaken within six (6) months after the original assessment.

- You will be given an opportunity to be retrained and assessed by a qualified trainer/assessor
- If you still have a NYC result to redeem after the designated six (6) months, an approval from CTS CEO will be required to have this period waived
- Trainers/Assessors will document all reasons for placing you on NYC by completing the relevant section on the assessment instrument. You will be informed of what you need to do to redeem the NYC and within what time period
- Participants will be given three (3) opportunities to be assessed for competency in a given course or program, however, CTS may allow for further assessment opportunities where it feels there are special circumstances which are negatively affecting the outcome of assessment or where the client presents a case that CTS feels is valid. In such circumstances, CTS may also seek assistance from an outside source (counsellor, tutor, etc)
- Where a client has been assessed three times and is still Not Yet Competent (NYC), CTS may refuse further assessment if it feels there is little chance of the client becoming Competent.

## Recognised Prior Learning (RPL)

CTS has processes for assessing the skills and knowledge a participant may already possess. The process is known as Recognition of Prior Learning (RPL). This may include recognition of competence in a unit, module, program or cluster of subjects towards the achievement of a qualification or unit of competency, or recognition for an entire qualification.

To assist you in applying for RPL, the following is available:

- information regarding your preparation for RPL assessment
- full details of the units of competency or skill sets being applied for
- evidence summary sheets, to be completed by you

Be aware that you must ensure that the documentation you provide to justify the claim for RPL is sufficiently detailed. CTS staff will provide guidance to you in the preparation of your evidence.

If you choose to proceed, you will be asked to complete an RPL/Credit Transfer Request Form.

You will be informed of the assessment methods to be used, and, where applicable, the time, date and venue for the assessment.

All RPL interviews/assessments will be completed in a confidential, non-threatening environment, which provides access to appropriate materials, equipment and assessment tools. Short skill demonstrations may be required to verify your

application. The assessment of your RPL will be consistent with the assessment of participants undertaking training in the associated competency based course.

Assessment for RPL may occur in a number of ways, for example:

- completion of an assessment without training
- direct observation of a workplace activity
- documentary evidence in the workplace with collaboration of authenticity by management
- challenge testing

Trainers/Assessors will ensure that the evidence provided by you is relevant, reliable, current and sufficient. During the process of assessment, feedback will be given to you regarding the adequacy of the evidence presented or clarification which may be required. A second opportunity to provide evidence will be given to you prior to the final assessment decision being made.

**Fees for RPL are generally between 75% and 100% of our standard course fees.**

## Credit Transfer (CT)

Under the Australian Qualifications Framework (AQF), CTS will recognise and accept the assessment decisions of, and Statements of Attainment and Qualifications issued by any other Registered Training Organisation (RTO). Credit transfer may only be granted for qualifications or statements of attainment displaying the Nationally Recognised Training (NRT) logo. Under this provision the following arrangements apply:

- All enrolled participants will receive credit for units of competency completed at another RTO which match the units of competency in your course
- Participants must present original certified documents from each RTO to claim credit when applying for entry into a training course, or for certification.

## Participant Support and Assistance

CTS will assess participant's course progress in accordance with the procedures at the end point of every assessment. The facilitation of training and confidence in outcomes is our approach to this process. This is not about stopping or limiting participant involvement, but providing appropriate assistance with any challenges participants may be experiencing during their training course involvement.

Participants are expected to meet the requirements for:

- (a) Attendance
- (b) Performance
- (c) Satisfactory completion of assessments in agreed time frames

If you experience difficulty meeting these requirements, you will be invited to attend an interview with CTS management to discuss the issues and identify any underlying problems. Generally, a plan will be developed to allow you to continue your training course.

Once an agreement has been reached, the plan will be documented by our Office Manager and signed by both parties.

Your compliance with this new agreement will be monitored by the Trainer/ Assessor in the first instance and any further breaches reported to CTS management.

Where the participant still fails to comply, then they will be invited for a further interview with the CEO to discuss the underlying non-compliance. A mutually agreeable outcome will then be established, documented and implemented.

## Communication and Feedback

CTS embraces an ongoing policy of open communication and encourages feedback and dialogue with all participants to assist with meeting participant needs and concerns as well as for ongoing improvement of CTS's products and services.

CTS would appreciate feedback in regard to your opinions, satisfaction, or other views about CTS's operations, policies, procedures and training delivery/assessment/materials.

CTS will analyse and utilise this feedback and communication to:

- Review its policies and procedures and
- Plan for continuous improvement

Feedback can be supplied directly to trainers/assessor, other CTS staff, or as written suggestions which may include the use of CTS feedback/evaluation forms.

## Equal Opportunity

It is the responsibility of your CTS representative to ensure that they are sensitive to the cultural and learning needs of all participants and that all are treated fairly and equitably.

All admissions to CTS's courses shall be determined fairly, and without regard for an applicant's gender, sexual orientation, ethnicity, religion, personal beliefs or disability, unless such items pose a reasonable argument for non-enrolment on the grounds of safety, capacity to undertake the course, or if it is in opposition to any relevant laws or regulations.

## Specific Needs groups

CTS will maintain a flexible and proactive attitude towards specific needs groups and, where practical may cooperate with community or special needs organisations to allow their members access to accredited training. Where appropriate and in line with the development of CTS, it may provide specific courses or programs designed to assist groups of special needs or circumstances.

## Privacy & Access to Records

All participants have timely access to current and accurate records of participation and progress. CTS complies with the Australian Privacy Principles Act 2014 in how we collect, use, store and destroy personal information or data. You can request a copy of CTS Privacy Policy at any time.

## USI Privacy

In accordance with section 11 of the Student Identifiers Act 2014 Cth (SI Act), CTS will securely destroy personal information which we collect from you solely for the purpose of applying for a USI on your behalf as soon as practicable after the USI application has been made or the information is no longer needed for that purpose. Further information on privacy of your personal information for the purpose of USI creation/verification is available in the Cobra USI Privacy Notice.

## Disciplinary Procedures

Where participants are in breach of CTS policy, state or territory legislation, are disruptive, rude, unsafe, or fail to meet acceptable standards of good behaviour, CTS may take steps to address the situation. Depending on the nature and severity of the problem, CTS may choose to resolve the issue by mediation, which will be recorded on the participant file and written copies and outcomes supplied to the participant. Where the issue is more serious, or is unable to be resolved, CTS may terminate the enrolment of the participant or, where relevant, refer the matter to more appropriate authorities or authorised bodies. All such action will be recorded with written outcomes supplied to the participant(s) involved.

## Complaints and Appeals

As complaints are part of the measurement of our performance, it is CTS policy to take every complaint seriously and to handle it expeditiously. It is expected that the parties directly involved would resolve the complaint. Accordingly, participants or clients are encouraged to take up such matters with the persons involved as soon as possible. If this approach is unsuccessful, participants/clients should consider lodging a formal complaint using the Complaints and

Appeals Request Form. Regardless of any result, each complainant will receive a written statement of actions and decisions made about the complaint.

## Appeal an Assessment Outcome

Any participant dissatisfied with an assessment decision will have the opportunity to submit an appeal, within 7 days of their assessment result, in writing or using our Complaints and Appeals Request Form.

Once reviewed the participant shall be contacted to resolve the issue. Should resolution not be satisfactory to all at this stage an interview shall be arranged to discuss further resolution options in the presence of an agreed independent person/s or panel.

Appeals shall be resolved by any of the following methods:

- No further action
- Re-assessment by original assessor
- Re-assessment by another assessor
- Consultation with another RTO and the person regarding the assessment
- Mediation with WorkCover NSW, ASQA or appropriate ISC regarding the assessment

The participant will receive a written statement of the outcome to the person/s involved within 10 working days of receiving the appeal.

### External Complaints

Where no mutually acceptable resolution can be found after a complaint has been made, you may wish to have the matter dealt with through an external resolution process facilitated by:

<p><b>Australian Council for Private Education and Training (ACPET)</b> P: (03) 9654 6790 W: <a href="http://www.acpet.edu.au">www.acpet.edu.au</a></p>	<p><b>Complaints can also be made directly to the national RTO regulator: Australian Skills Quality Authority</b> P: 1300 701 801 W: <a href="https://rms.asqa.gov.au/registration/newcomplaint.aspx">https://rms.asqa.gov.au/registration/newcomplaint.aspx</a></p>	<p><b>For High Risk Work Licensing matters, complaints can be referred to: WorkCover NSW</b> P: 13 10 50 W: <a href="http://www.workcover.nsw.gov.au">www.workcover.nsw.gov.au</a></p>
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