



**COMPETENCY
TRAINING**

COMPETENCY TRAINING

STUDENT HANDBOOK

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Version	Date of Review	Description of change
V2.1	27/09/2017	
V3.0	28/02/2019	Review and Updated
V4.0	06/08/2019	Review and Updated
V5.0	29/07/2020	Review and Updated
V6.0	24/11/2020	Review and Updated
V7.0	30/11/2020	Style Guide front update
V8.0	20/04/2021	Updated and added information on Site Skills acquisition and Withdrawal / Census information for WA funding. Included all Qualifications now on RTO number 31299 - scope
V9.0	21/04/2021	Wording for withdrawals amended
V9.1	19/05/2021	Updated and added information regarding payment policy.

1 INTRODUCTION

Thank you for considering Competency Training for your training and skills development needs.

This student information handbook is designed to provide you with important information about your rights, responsibilities, obligations and expected behaviour as a student of Competency Training. It also outlines information about delivery, assessment and program specific requirements from enrolment to completion of your course/ qualification. A detailed outline of the services we offer and the policies and procedures that we have adopted to assure the quality of these services.

Competency Training is a Registered Training Organisation (RTO Number 31299) accredited to deliver nationally recognised training in areas such as High Voltage Switching and Electrical Equipment for Hazardous Areas, Instrumentation and General Electrical courses.

Further details on our accredited scope are listed on training.gov.au.

Verbrec Limited a leading mid-tier engineering, operations and training service provider, is pleased to announce its wholly owned subsidiary Competency Training Pty Ltd has successfully completed the acquisition of Site Skills Group Pty Ltd ("SSG") Australian training business, as announced on 26th February 2021. (ASX:VBC)

As part of the transaction, Competency Training has acquired:

- All training sites, materials and equipment
- A database of approximately 110,000 students
- Site Skills Training domain and trading names (<https://www.siteskillstraining.com.au/>)

Site Skills Training



Site Skills Training runs weekly high-risk licence and qualifications designed to help you or your employees advance in Mining & Resources, Oil & Gas, Construction & Engineering industries.

Site Skills Training operates facilities in Western Australia (Perth), Northern Territory (Darwin), Queensland (Brisbane, Gladstone & Sunshine Coast), Philippines (Clark Freeport Zone) and Papua New Guinea (Port Moresby). Each of our training facilities can also provide commercial and corporate clients with flexible and

efficient trainer deployment, essential for the delivery of quality skills training for industry.

Site Skills Training facilities are managed by teams with extensive Vocational & Educational Training experience. Our training courses are designed to assist individuals in the development of their jobs, career entry or employment opportunities.

All of the courses offered at Site Skills Training are highly flexible with duration and dates. Site Skills Training courses are suitable for individuals seeking training to enter or advance in industry as well as for employers looking to up-skill employees.

- | | |
|------------------------------|-------------------------------------------|
| • Chainsaw Courses | • Dogging & Rigging Courses |
| • Civil Construction Courses | • Gas Transmission & Distribution Courses |
| • Confined Space Courses | • Hazardous Area Courses |
| • Crane Courses | • Health & Safety Courses |

- Heights & Safe Access Courses
- Horticulture Courses
- Load Shifting Courses
- Maintenance Courses
- Mobile Plant Courses
- Road & Transport Courses
- Scaffolding Courses
- Workplace Training Courses

PIPEd (Pipeline Industry Professional Education)



Provides quality, industry-specific education to engineers and pipeline professionals. We draw on the technical knowledge and hands-on experience of leading pipeline industry personnel to deliver a range of training for Pipeline Industry Professionals throughout Australia and beyond:

Our trainers have real-world experience – they know what they’re talking about and are driven by precision and excellence. Your career is in the right hands, from the very start of your journey through to your progression as a business owner/operator or site team leader.

Competency Training Contact Details:

Phone (within Australia)	1300 872 585
Phone (outside Australia)	+61 7 3217 8066
Fax	+61 7 3217 8077
Email	info@competencytraining.com
Website	www.competencytraining.com

Site Skills Training Contact Details:

Phone (within Australia)	1300 700 080
Phone (outside Australia)	+61 7 3217 8066
Email	info@competencytraining.com
Website	https://www.siteskillstraining.com.au/

1.1 Registration and Audit Information

Competency Training Pty Ltd is a Registered Training Organisation (RTO Number 31299) that is committed to high standards in the provision of nationally recognised training and assessment services for both individuals and corporate clients.

Managing compliance is one of the greatest risk management activities for an RTO. Registration or reregistration with ASQA (Australian Skills Quality Authority) is a rigorous process where the RTO (or applicant) must demonstrate compliance with the VET Quality Framework.

Competency Training has been registered as an RTO since 2006.

To view our full registration details, please see the training.gov.au website;

<http://training.gov.au/Organisation/Details/31299>

1.2 Our Training Courses

We offer training courses for both individuals and corporate clients across a wide range of industries. We offer courses in the following areas

Certificate Qualifications

BSB10120- Certificate I in Workplace Skills
BSB30115- Certificate III in Business
BSB30120- Certificate III in Business
BSB40520- Certificate IV in Leadership and Management
BSB40920- Certificate IV in Project Management Practice
BSB41419- Certificate IV in Work Health and Safety
BSB41515- Certificate IV in Project Management Practice
BSB50420- Diploma of Leadership and Management
BSB50820- Diploma of Project Management
BSB51319- Diploma of Work Health and Safety
CPC10120- Certificate I in Construction
CPC30711- Certificate III in Rigging
CPC30720- Certificate III in Rigging
CPC30911- Certificate III in Scaffolding
CPC30920- Certificate III in Scaffolding
MEM30205- Certificate III in Engineering - Mechanical Trade
MEM30219- Certificate III in Engineering - Mechanical Trade

MEM30305- Certificate III in Engineering - Fabrication Trade

MEM30319- Certificate III in Engineering - Fabrication Trade

MEM40105- Certificate IV in Engineering

MEM40119- Certificate IV in Engineering

MSM20216- Certificate II in Manufacturing Technology

PMA20116- Certificate II in Process Plant Operations

PMA30116- Certificate III in Process Plant Operations

PMA30120- Certificate III in Process Plant Operations

PMA40116- Certificate IV in Process Plant Technology

PMA50116- Diploma of Process Plant Technology

RII20120- Certificate II in Resources and Infrastructure Work Preparation

RII30815- Certificate III in Civil Construction Plant Operations

RII30820- Certificate III in Civil Construction Plant Operations

RII30919- Certificate III in Civil Construction

RII30920- Certificate III in Civil Construction

RII32220- Certificate III in Well Servicing Operations

UEE40411- Certificate IV in Electrical - Instrumentation

UEE40420- Certificate IV in Electrical - Instrumentation

UEE40611- Certificate IV in Electrotechnology - Systems Electrician

UEE40620- Certificate IV in Electrotechnology - Systems Electrician

UEE42611- Certificate IV in Hazardous areas - Electrical

UEE42620- Certificate IV in Hazardous areas - Electrical

UEE43011- Certificate IV in Electrical Equipment and Systems

UEG20118- Certificate II in Gas Supply Industry Operations

UEG20120- Certificate II in Gas Supply Industry Operations

UEG30118- Certificate III in Gas Supply Industry Operations

UEG30120- Certificate III in Gas Supply Industry Operations

UEG40118- Certificate IV in Gas Supply Industry Operations

UEG40220- Certificate IV in Gas Supply Industry Operations

Further information on our courses, Nationally recognised short courses, High Risk Work Licences and Grouped Competency programs please refer to our website.

<https://competencytraining.com/our-courses/>

1.3 Our Training Locations

Competency Training operates from a number of dedicated training locations listed below. Click on the link for directions.

<https://competencytraining.com/our-locations/>

Competency Training Locations:

QUEENSLAND [70 Sylvan Rd, Toowong QLD 4066](#)

WESTERN AUSTRALIA [10 Avior Avenue, Jandakot WA 6164](#)

Partner Locations:

NHP [30-34 Day Street, Silverwater NSW 2128](#)

[847 Ramsden Drive, Albury NSW 2640](#)

[104-106 William Angliss Drive, Laverton North VIC 3026](#)

[43-67 River Street, Richmond VIC 3121](#)

[118A Carbine Road, Mount Wellington, Auckland 1060 NZ](#)

Access Training Centre [20257 Augusta Highway, Port Augusta SA 5700](#)

PEER VEET [1042 Port Road, Albert Park SA 5014](#)

Site Skills Training Locations:

QUEENSLAND:

Ipswich	55 Mica St, Carole Park, QLD 4300
North Brisbane	97 Flinders Pde, North Lakes, QLD 4509
Gladstone	17-19 South Trees Dr, South Trees, QLD 4680

NORTHERN TERRITORY:

Darwin	1 Campion Rd, East Arm, NT 0822
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WESTERN AUSTRALIA:

Perth	72-80 Belgravia St, Belmont, WA 6104
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2 POLICIES

2.1 Legislative Compliance

Competency Training complies with all relevant legislative requirements of state and federal governments, vocational education and training, workplace health and safety, workplace relations, anti-discrimination and equal opportunity.

Competency Training Pty Ltd will demonstrate compliance with the Standards for Registered Training Organisations (RTOs) 2015 through the establishment, maintenance and continuous improvement of a management system. The management system prescribes arrangements within Competency Training for documentation, document control, internal audit, data collection and continuous improvement, and management review.

Full information, and access to further information can be located at

<http://www.competencytraining.com/about/competency-training-rto-information/>

2.2 Privacy Policy

Under the *Data Provision Requirements 2012*, **Competency Training** is required to collect personal information about you and to disclose that personal information to the National Centre for Vocational Education Research Ltd (NCVER).

In order to process your enrolment, Competency Training is required to collect personal information from you such as:

- your name
- Unique Student Identifier
- date of birth
- contact details
- training outcomes and performance

- sensitive personal information (including my ethnicity or health information).

Your personal information (including the personal information contained on your enrolment form), may be used, or disclosed by **Competency Training** for statistical, administrative, regulatory and research purposes. Competency Training may disclose your personal information for these purposes to:

- Commonwealth and State or Territory government departments and authorised agencies; and
- NCVER. Personal information that has been disclosed to NCVER may be used or disclosed by NCVER for the following purposes:
 - populating authenticated VET transcripts
 - facilitating statistics and research relating to education, including surveys and data linkage
 - pre-populating RTO student enrolment forms
 - understanding how the VET market operates, for policy, workforce planning and consumer information
 - administering VET, including program administration, regulation, monitoring and evaluation.

You may receive a student survey which may be administered by a government department or NCVER employee, agent, or third-party contractor or other authorised agencies. Please note you may opt out of the survey at the time of being contacted.

NCVER will collect, hold, use and disclose your personal information in accordance with the *Privacy Act 1988* (Cth), the National VET Data Policy and all NCVER policies and protocols (including those published on NCVER's website at www.ncver.edu.au).

For more information about NCVER's Privacy Policy go to <https://www.ncver.edu.au/privacy>.

If you enrol in one of our courses, we will need to seek personal information from you or, in some cases, from your employer. In doing so, we are committed to protecting your privacy and your personal information.

Competency Training ensures that, except as required under the Standards of the National VET Regulator 2011 or any other relevant legislation or by law, information about a client is not disclosed to a third party without the written consent of the client.

Upon enrolment, you will be required to complete a privacy consent declaration enabling Competency Training to disclose your personal information to Commonwealth, State and Territory regulatory agencies, and other government agencies.

Your privacy declaration will consent for the relevant government agencies to use your personal information for any purpose relating to the exercise of their government functions, including but not limited to the evaluation and assessment of your training; the determination of your eligibility to receive subsidised training or for any Fee Exemptions or Concessions. Your personal information may also be disclosed to other third parties if required by law.

Competency Training will also seek your consent to contact relevant Training Providers to authenticate the issuance of a qualification/Statement of Attainment you submit for recognition purposes.

We will only collect the personal information that we need for our normal business activities. As required under law, we may disclose information to other organisations as required, to other training providers under mutual recognition arrangements, and with your consent, express or implied, to any other parties.

We may also disclose personal information to government authorities to claim State and/or Commonwealth government funding for your training.

As per the Standards for Registered Training Organisations (RTO) 2015, we are unable to issue or discuss student's results with a third party, without the permission of the student. However, as part of our enrolment processes, if an employer has paid for your course attendance, we will ask specifically for your permission to release this information directly to your employer.

We will not disclose, sell or pass on your personal details in any way other than the purposes stated without your written consent. If your personal details change, please inform us so that your details can be amended. You have the right to access the personal information that we hold about you at any time and provide any necessary corrections. You also have the right to request access to records of your individual assessment results.

If you are accessing funding to contribute to your enrolment fees, there may be a requirement that we will issue your contact details to the state of government funding body as required. This will be discussed upon enrolment.

For further information, please refer to our full privacy policy available at <http://www.competencytraining.com/privacy-policy/>.

Storage and security of Personal Information

Competency Training takes all reasonable steps to maintain the privacy and security of your personal information.

- Information stored electronically is kept on a secure server and access is restricted to authorised employees. This server is regularly backed up and kept in a secure location.
- Paper-based documents containing personal information are in a locked filing cabinet and held within a secure area within the RTO premises.
- Where documents are required to be transferred to another location, personal information is transported securely in an envelope, folder or document bag.
- Reasonable steps will be taken to destroy or permanently dis-identify personal information when it is no longer required for any purpose. Student information will be kept electronically for 30 years

2.3 Media Release

Competency Training will at times live stream and record some of their classes. All students will be given a media release form to complete before the training takes place.

The technical training industry is one of the fastest-growing industries to utilise online learning. This can be attributed to the increasing complexity of the industry with ever-changing regulations and sustainability solutions. Online learning provides new and experienced workers with an opportunity to increase their knowledge and skill sets through cost-efficient means. It also gives them the ability to access this information in external or remote locations.

At Competency Training, our courses have been adapted from face-to-face to low-contact, blended learning. Students now have the option to attend our popular courses 80% virtually through live streaming with the remaining 20% done face-to-face to cover practical knowledge. This is vital to maintain operational efficiencies and compliance when travel restrictions are imposed.

All VET courses delivered by an RTO require documented training and assessment strategies which explain how a course is delivered. Standards for Registered Training Organisations (RTOs) 2015 (Standards for RTOs) require RTOs to ensure the training they provide considers the existing skills, knowledge and experience of the learner so that the learner can meet the requirements of the unit of competency. The format for these strategies can be determined by the RTO but must meet the requirements of Clauses 1.1 and 1.2.

It is important to retain records of students' online activity and attendance.

2.4 Unique Student Identifier (USI) Policy

Student Identifier Act 2014

From 1 January 2015, each student will need a Unique Student Identifier (USI) to obtain your certificate or qualification from your registered training organisation when studying nationally recognised training in Australia.

A USI gives you access to your online USI account which will help you keep all your training records together. You can log on to the website at <https://www.usi.gov.au/> and get your number now.

2.5 Workplace Health and Safety Policy

Competency Training recognises that each worker, non-worker, Student / participant and client should be provided with a healthy and safe environment in which to work and visit. To achieve a healthy and safe environment at the workplace the following responsibilities are delegated to:

Management

To develop and implement:

- Due diligence
- Health and safety procedures
- Training and instructions in the areas of hazard control and elimination
- Accident prevention; injury protection and rehabilitation
- Health preservation and promotion in accordance with the Work Health and Safety Act and Regulations, other relevant legislation, Codes of Practice and other references.

Student and Workers

All student and workers will receive training to enable them to carry out their duties according to policy and procedure.

- To comply with health and safety policy and procedures
- To use Personal Protective Equipment where provided and instructed
- To not wilfully endanger him/herself or others at the workplace.

The WH&S policy and management systems will be reviewed on a biennial basis, in consultation with workers, and will be kept up to date with regard to legislative changes and organisational health and safety requirements.

Personal Protective Equipment

Competency Training requires you to use, non-darkened safety glasses meeting AS/NZS 1337. The safety glasses are for use during practical tasks and demonstrations in the classroom. Students required to wear prescription glasses are permitted to wear safety over-glasses suited to the tasks undertaken at our training facilities if they do not have prescription safety glasses.

Please note: Competency Training reserves the right to refuse entry to, or participation in classes to any person deemed not to be appropriately dressed as per the above.

Students not appropriately dressed will be sent home to dress correctly and employers will be notified where applicable.

2.6 Anti-Discrimination Policy

Competency Training is an equal opportunity organisation. All students or trainees are treated on their merits, without regard to race, age, sex, marital status or any other factor not applicable. In accordance with

the Anti-Discrimination Act 1991, Competency Training does not tolerate any form of discrimination. We believe all Students/Participants have the right to work and learn in an environment free of discrimination and harassment.

Under Federal and State anti-discrimination laws, discrimination in employment on the following grounds is against the law:

- sex
- marital status
- pregnancy or parental status
- age
- race
- impairment
- religion
- trade union activity
- criminal record
- political belief and activity
- social origin
- gender

Any reports of discrimination or harassment will be treated seriously and investigated promptly, confidentially and impartially.

2.7 Access and Equity Policy

Fairness

The principles and practices adopted by Competency Training aim to ensure that current and prospective students, clients and other stakeholders are treated fairly and equitably in their dealings with Competency Training.

- Competency Training aims to provide open, fair, clear and transparent policies and procedures for use by staff and students.
- Competency Training has fair and equitable processes for selecting students for enrolment into courses. Decisions about student selection are based on clearly defined entry requirements.

All people will be treated courteously and expeditiously throughout the process of enquiry, selection and enrolment and throughout their participation in a course.

Equity in Access

Competency Training provides equity in access to the level of training and support required by each student. All students are supported in a manner that enables them to achieve their full potential and success in their training outcomes. All students are provided with opportunities to develop and successfully gain skills, knowledge and experience through education and training.

2.8 Sexual Harassment Policy

Competency Training in accordance with the Anti-Discrimination Act 1991 and the Sexual Discrimination Act 1984 considers sexual harassment an unacceptable form of behaviour that will not be tolerated under any circumstances.

The company believes that all workers and Students/Participants should be able to work in an environment free of intimidation and sexual harassment.

Sexual harassment is a sexual advance, demand or conduct of a coercive nature, directed at someone who does not welcome it. Examples include:

- Sexually oriented jokes, innuendo or verbal abuse
- Non-verbal acts like leering or sexual body gestures
- Physical contact such as patting, pinching or touching, hugging, putting an arm around another person's body at work and brushing against another person's body.
- Persistent unwelcome invitations or telephone calls from colleagues at work or at home
- Sexual assault

Individuals who believe they have been subjected to sexual harassment should report the incident to the General Manager - RTO.

Any allegation of sexual harassment brought to the attention of the General Manager will be promptly investigated. Confidentiality will be maintained throughout the investigation to the extent practical and appropriate under the circumstances.

2.9 Bullying Policy

Workplace bullying is defined as 'the repeated less favourable treatment of a person by another or others in the workplace, which may be considered unreasonable and inappropriate workplace practice'. It includes behaviour that offends, intimidates, degrades or humiliates an employee, trainee or apprentice possibly in front of co-workers or trainees. Competency Training adheres to the Prevention of Workplace Harassment Code of Practice 2004 (revised 2012).

Individuals who have been subjected to bullying should report any incident to the General Manager - RTO. Any allegation of bullying brought to the attention of the General Manager will be promptly investigated.

2.10 Payments, Cancellations, Withdrawals and Refunds

Competency Training will ensure participants are informed of all due course fees, and the involved payment terms and conditions.

The amount due will be shown in full on the course registration form, and in discussions with the student in the lead-up to the course. Upon enrolment, we will request confirmation on how payment will be made before the commencement of training.

In accordance with the *Standards for Registered Training Organisations (RTOs) 2015* made under subsection 185(1) and subsection 186(1) of the *National Vocational Education and Training Regulator Act 2011*, Competency Training requires that the student makes payment of the lesser of the following by the Invoice Due Date:

- 1) \$1,500.00 AUD per course listed on the individual's Tax Invoice; or
- 2) The total Balance Due (to the extent that the fees for the course are less than \$1,500.00 AUD in total).

Payments for course fees less than \$1,500 are to be made via credit card or direct deposit and needs to occur at least five (5) working days **before** the course begins.

For course fees exceeding \$1,500, an initial deposit of \$1,500 is to be made via credit card or direct deposit. The remaining balance due, if less than \$1,500, is to be paid upon commencement of the course. If there is an outstanding balance due after these two payments, this is to be paid upon conclusion of the course.

Required Pre-Payment

To the extent that there remains a Balance Due after the student has made the Required Pre-Payment, the remainder shall become due upon finalisation of the course.

If the student elects to pay any amount in excess of Required Pre-Payment by the Invoice Due Date, they do so voluntarily, and it shall be taken as paid upon finalisation of the course.

All Corporate bookings and payments to be finalised via our Competency Training Finance Department.

A full refund will apply if the client wishes to cancel their course, provided **notice is given of at least five (5) working days** before course commencement.

- If a client wishes to move their booking, no Administration fees will apply, **MUST** give notice of five (5) working days.

If we cancel a course due to insufficient enrolments or for any other reason, a full refund will be issued. We also offer a money-back guarantee that we will complete all courses once they have commenced and we maintain sufficient financial reserves to ensure that we are able to honour this commitment.

For WA Funding ONLY:

Competency Training has a census/withdrawal date for each unit at no less than 20% of the duration between the start date and projected end date. Students who withdraw in writing before the census/withdrawal date are entitled to a full refund of course fees for that unit and a 50% refund of resource fees – (Refer to Standards for Registered Training Organisations (RTOs) 2015 Clause 6.8.2 of the VET Fees and Charges Policy).

Registered Training Organisations operating within the [Standards for the Registered Training Organisations \(RTOs\) 2015](#) are required to meet several conditions of registration that relate to financial management and insurance. These include the requirement to:

- protect fees paid in advance for services
- have a fair and reasonable refund policy
- have the company's accounts certified at least annually by a qualified accountant
- hold public liability insurance throughout its registration period.

For further information, please see our terms and conditions at the back of this document.

2.11 Student Fees

Our course fees are fully inclusive of all training and assessment activities, printed course notes, and catering. The qualifications that we award to students are also inclusive of our course fee. Within reason, we will also provide replacement testamurs, free of charge, upon request.

Each student is responsible for their own transport and accommodation costs that may be incurred as part of their participation in our training course.

2.12 Complaints and Appeals Policy

Resolving Complaints

We aim to resolve any student complaints or appeals in a fair and equitable manner and in accordance with the principles of natural justice.

Competency Training will keep a register of any and all complaints and appeals received in an aid to assist with continuous improvement.

In the event that you have a complaint about the training you have received, the conduct of a staff member, or any concerns regarding a decision that we make in relation to you, we have adopted a three-step complaint resolution process to ensure that your concerns are dealt with in a timely and appropriate manner.

1. In the first instance, we encourage students to raise their complaint as promptly as possible with the appropriate staff member so that we might respond immediately and address matters as quickly as

possible. Our complaint resolution process also includes additional steps which you may take if your concerns are not resolved at this initial point.

2. If the informal approach does not yield a satisfactory resolution, or if the complainant does not wish to raise the issue directly with the respondent for any reason, the client must address their complaint in writing to the General Manager.
3. If the Level 2 procedures do not achieve a satisfactory resolution for the complainant, he/she may appeal the General Manager's decision. On receipt of a written appeal, the General Manager will appoint an independent person to hear the appeal, in accordance with the principles of natural justice.

For further information on these steps, and submitting a complaint, please contact us or please review our Complaints and Appeals policy either by clicking the links below or by visiting our website.

The appellant will be provided with contact details of an external party in the event they are not satisfied with the outcome of their appeal. Please refer to the Complaints and Appeals Policy available on the CT website for more information on the process regarding complaints and appeals.

[Complaints and Appeals Policy](#)

[Complaints and Appeals Form](#)

If you are not satisfied with the outcome of your appeal, you will be able to consult the Training Ombudsman, to escalate your concerns.

Training Ombudsman Website: <https://trainingombudsman.qld.gov.au/>

2.13 Drug and Alcohol Policy

Any person who attends a course under the influence of alcohol or drugs, or who displays abusive or threatening behaviour towards a trainer, staff member or another student will be asked to leave the program immediately. Students asked to leave the course under these provisions will not complete the course and be deemed ineligible for a refund of the course fee.

Students are not to bring drugs or alcohol onto Competency Training premises.

3 STUDENT SERVICES

As part of our commitment to our students, we strive to inform them of all relevant course requirements and assist with

3.1 Admission and Enrolment

Enrolment enquiries can be made by the following

- Contacting us by telephone on 1300 872 585
- Making an enquiry through our website at <http://www.competencytraining.com/>.
- Sending an email to info@competencytraining.com or enrolments@competencytraining.com

Once we receive your enquiry, we will send to you (usually by email) all relevant information on the course including:

- Enrolment registration form
- Units of Competency covered (if applicable)
- Information surrounding prerequisite requirements
- Course Fees and instructions for payment

Once your course enrolment form is received by us, we will then confirm your enrolments and send you the following information:

- Information in regards to location of training
- Dress Code and any other additional requirements.

3.2 Government Funded Training

Competency Training is approved to offer training under various Funding Schemes within Australia.

Higher Level Skills Subsidy (HLS)

This Queensland Government initiative will offset the cost of a Certificate IV or higher course so that Queenslanders can gain advanced skills to secure employment or further their careers.

This subsidy is available to any Australian or New Zealand citizen, permanent resident, or temporary resident with the necessary visa.



Construction Skills Queensland Funding

Funded training programs and initiatives for current workers in the industry

Higher Level Skills

The Higher-Level Skills program provides nationally accredited qualifications including Certificate IV, Diploma and Advanced Diploma. The Higher-Level Skills program is targeted to existing workers in the building and construction industry to assist in career development and is designed to help you gain new skills and knowledge.

For more information go to <http://www.csq.org.au/for-current-workers/higher-level-skills>

Short Courses

The Short Courses program provides funding to assist with upskilling and cross skilling existing workers in the building and construction industry. Short Courses are individual competencies and skills sets designed to deliver flexible solutions to workers wanting to update their skills and knowledge in specific and targeted areas.

For more information go to <http://www.csq.org.au/for-current-workers/short-courses>

Competency Training delivers quality training that is focused on building the workforces of tomorrow. Our trainers are real-world professionals who have on-the-ground knowledge of compliant teams and industry requirements.

Construction Skills Queensland (CSQ) is an independent industry-funded body supporting employers, workers, apprentices and career seekers in the building and construction industry.



Skills Assure Higher Level Skills Program (SAS)

If you're a Queenslanders with an unrestricted Electrical Licence, you may be eligible to receive Government Funding assistance to complete your UEE40411 – Certificate IV in Electrical – Instrumentation. Under the Skills Assure Higher Level Skills Program, eligible students pay only \$990 (\$900 concession) for their full Certificate IV qualification.

For more information go to <https://competencytraining.com/funded-training/>

WA Funding

The WA Government has identified Priority Industry Qualifications to provide its residents with the skills they need to get jobs in high demand occupations across Western Australia.

- UEE40411 – Certificate IV in Electrical Instrumentation
- UEE42611 – Certificate IV Hazardous Areas – Electrical

You may be eligible for a subsidised training place if you have left school, hold a current electrical licence, your primary place of residence is in Western Australia and you are:

- an Australian citizen; or
- a permanent visa holder or holder of visa subclass 309, 820 or 826; or
- a dependent or spouse of the primary holder of a visa subclass 457

For more information go to <https://competencytraining.com/jobs-and-skills-wa-program-funding/>

The Construction industry is the largest industry in WA employing tens of thousands of skilled workers in over 130 different occupations across civil, commercial and residential sectors.

The Construction Training Fund (CTF) is 100% industry funded through the collection of the BCITF levy which applies to all construction projects in WA.

Construction Training Funding Available

CTF can subsidise up to 80% of the costs:

- High Voltage Switching Operations
- High Voltage Refresher
- Low Voltage Rescue
- Provide CPR



Eligibility to access this funding is dependent on an individual or a company's ability to provide evidence of involvement in WA's construction industry.

Skills Checkpoint – for older workers

If you are aged between 45 and 70 years, you may be eligible for funding assistance of up to \$2,200 (GST inclusive) to fund suitable training (accredited or non-accredited). The government contribution must be matched by either the participant or their employer.



Jetco

The Contracting Industry Redundancy Trust (CIRT) is an approved worker entitlement fund and provides redundancy benefits to members. CIRT is the trust for electricians and electrical trade assistants working primarily in Queensland and the Northern Territory.



The Joint Electrical Training Council (JETCO) provides training benefits to eligible CIRT employees and employers to assist with the cost of maintaining and upgrading skills required within the Electrical contracting industry.

The trustee of this plan is a company, CIRT (QLD) Pty Ltd, and has equal employer/employee representation which consists of the ECAQ/ETU together with an independent director. Its sole purpose is to benefit the members. The plan is independently administered by professional accountants – AMCO Management Pty Ltd

Approved Training:

To be eligible for a JETCO training subsidy, the course completed must be an approved course.

- [Installation and Maintenance of Electrical Equipment in Hazardous Areas](#)
- [Installation and Maintenance of Electrical Equipment in Hazardous Areas Refresher \(EEHA Refresher\)](#)
- [High Voltage Switching Operations](#)
- [Certificate IV in Electrical – Instrumentation](#)

Training which would be generally considered acceptable would be any training course that is a requirement of the Electrical contracting industry.

JobTrainer



If you are aged 17-24 or looking for work, you may be able to study a free or low-fee course through JobTrainer.

JobTrainer will fund around 320,000 additional training places that can help you learn skills for jobs in demand. You can choose from a range of accredited diplomas, certificates and short courses in areas like health, aged and disability care, IT and trades.

The Australian Government is partnering with participating state and territory governments to establish the \$1 billion JobTrainer Fund. Training places will be rolled out on a state-by-state basis, starting from October 2020.

3.3 Enrolment Process

Prior to enrolling any student, the Enrolment Team will assess your suitability and eligibility for the course, by checking to see if you meet all the necessary requirements for the course. The enrolment team, prior to enrolment will check eligibility for funding if applied for.

The Competency Training Enrolment Team will ensure that you receive full information about Fees, Charges, timing and method of payment prior to enrolling in any course. All students must complete the Enrolment Form which has been developed in accordance with AVETMISS National VET Provider Collection specifications and includes, but is not limited to, the following information:

- Course selection
- Personal details (name, address, gender, D.O.B)
- Unique Student Identifier (USI)
- Language and Cultural Diversity
- Disability
- Schooling
- Previous qualifications achieved
- Employment status
- Industry
- Study Reason
- Fees, charges and payment
- Privacy Statement and a signed declaration

Please bear in mind that enrolment forms are processed in the order that they are received, and spaces are limited. Once a completed enrolment form is return to us, your enrolment is confirmed via return email.

3.4 Prerequisite Requirements

For courses that have prerequisite skills and knowledge requirements, documentary evidence that the necessary prerequisites have been met is requested prior to the student commencing the course.

The evidence must be provided before we can issue a qualification or statement of attainment to a student. For further information about prerequisite requirements of our courses, please don't hesitate to contact us.

In an unlikely event where a student is unable to produce documented evidence of prerequisite and have attended the training, students will be deemed ineligible for the course fee refund and will be issued a Statement of Completion.

Pre-requisites might include:

- Electrical Licence
- Statement of Attainment for previous courses completed
- Currency
- Industry Experience

3.5 Credit Transfer and Recognition of Prior Learning (RPL)

Under mutual recognition arrangements, we recognise all Australian Qualifications Framework (AQF) qualifications and statements of attainment issued by other Registered Training Organisations (RTOs) from across Australia.

Accordingly, in some circumstances, students may be able to gain credit for part of their training course based on the qualifications and/or statements of attainment that they already hold.

Competency Training does not require a student to repeat any unit in which they have previously been assessed as competent, **unless** a regulatory requirement or license condition requires this. Where a student provides suitable evidence of having successfully completed a unit at another Registered Training Organisation, Competency Training will award a credit transfer. Prior to awarding a credit transfer on the basis of a qualification, statement of attainment or record of results, Competency Training authenticates the evidence provided by the student.

If a student does not have a relevant qualification, but feels that they may already possess the skills and knowledge that are defined by a particular unit of competency, they may seek to have these skills and knowledge recognised through a Recognition of Prior Learning (RPL) process.

Provided that sufficient evidence can be shown to support the skills and knowledge being claimed, the unit of competency can be recognised and awarded with no further training being required.

Further information on our RPL Process can be found here <http://www.competencytraining.com/rpl/>

3.6 Student Conduct

We expect that students will comply with all reasonable directions given by our trainers and reserve the right to refuse any student from continuing a course at any stage. We also expect that each student will respect the rights and property of other students and take good care of all equipment and facilities that are used during training.

We will initially undertake private counselling of any student who is disruptive, who displays a reluctance to participate in training, or who attempts to enjoin others in disruptive behaviour. If following such counselling, disruptive or obstructive behaviour continues, the student(s) will be warned and, in the case of training being

provided to a company group, the formal point of contact for the company will be advised. If after this warning such behaviour continues, the student(s) will be asked to leave the course.

To avoid any confusion in the future, the following expectations of behaviour are provided. Compliance with these expectations is required by all students.

Be Punctual - Punctuality shows that you are committed and displays a mutual regard for the other professionals you work and study with.

Absenteeism - If you are going to be away from Class, you will need to contact Competency Training on **PH: 1300 872 585**

Follow safety requirements - As a student and worker, you always have a duty of care to behave in a safe manner. By doing this, you are not only fulfilling your duty of care, but also showing a willingness to take responsibilities for yourself and others.

Inappropriate Behaviour - Inappropriate aggressive language and behaviour by yourself, towards a Competency Training staff member, clients, or fellow students will lead to immediate cancelation of the course and the appropriate authority will be notified.

3.7 Unique Student Identifier (USI)

From January 2015, Competency Training will comply with Australian Government requirements and will be collecting USI's from each individual enrolling into nationally recognised training. USI's will need to be verified before any Statement of Attainments can be issued.

For further information, please contact us or visit <http://usi.gov.au/Students/>

4 ASSESSMENT PROCESS

Most of our training courses are competency-based. This means that students are required to demonstrate that they have achieved the mandated level of skills and knowledge which are assessed through a range of different assessment tasks. Assessment is progressive throughout the course and will include observation of student progress, involvement in class activities, case studies, written tests, class exercises and similar.

Students may be assessed by one or more of the following methods:

- Practical Exercise
- Observation
- Class Work, Oral Questioning
- Written Questionnaire

Project – an exercise or investigation based on a real-life situation, generally requiring a significant part of the work being carried out without supervision and involving the completion of a project report.

We will also discuss with each student individually, the options that are available to them if they are deemed 'not yet competent' at the completion of the training course. These options include the possibility of being reassessed at a later date or alternatively undertaking the full training course again at a later date (no additional fee is payable).

4.1 Training & Assessment

Your training will depend on your study mode and whether you are class based, external or online. These include:

- Classroom: This requires students to attend a class. The Trainer Assessor leads students through the course or unit. Classes are subject to timetables and availability.
- External: Students receive a Learning Guide which includes readings, activities and assessment. Students can study at a time and place convenient to them. All external students have a Trainer Assessor who provides regular support,
- Recognition of Prior Learning (RPL): Competency Training recognises prior experience and learning. Students work through a booklet which allows them to demonstrate their knowledge and skills without completing additional learning.

Students are assessed on these skills and knowledge through the Recognition process. RPL is an assessment process, where the student collates evidence of work skills and knowledge of industry. The Trainer Assessor will assess the evidence provided by the student to make a judgement.

4.2 Competency Based Training and Assessment

Assessment activities are an important part of any training program. They provide participants the opportunity to confirm their knowledge via written responses, by presenting information gathered from the workplace and by demonstrating their practical skills to their Assessor. They also provide valuable feedback that participants can discuss further with their Trainer Assessor.

Competency Based Training and Assessment (CBTA) is a method of training and assessment where an Assessor will make an overall judgement of Competent or Not Competent from the evidence that is provided by the learner. There is no graded assessment beyond these two categories. CBTA reinforces the idea that learning happens at different rates for different students and allows students to focus on their own strengths and ways to learn. Assessment occurs as a natural finalisation of the student's learning journey.

You will have three (3) attempts to be deemed as Competent on each assessment item. Prior to a third attempt of an assessment task, the learner will be required to engage in further training to address

knowledge and skills gaps. Where competency isn't achieved, you will be advised what is needed to make it competent and provided with training to allow competency to be achieved. Time is given to you to practice tasks before reassessment takes place. If you are unsuccessful after 3 attempts, re-enrolment in the unit may be required.

4.3 Evidence of Competence (Assessment)

Each unit and RPL (Recognition of Prior Learning) will outline the requirements for Evidence of Competence. This is generally a four-phase assessment process that must be followed to achieve competence.

Assessment will include: 1.

1. Theoretical Assessment - Completing a theoretical component of assessment to ensure there is a satisfactory understanding of the skills and knowledge relating to the unit. This may include submission of answers to questions, case studies and/or workplace evidence
2. Supervisor Report - A supervisor verifies the skills and knowledge required for the unit are in place in the Approved Service by completing the Third-Party Report.
3. On the Job Assessment - Trainer Assessor completes the On the Job assessment in an Approved workplace at a time convenient to both the student and Competency Training.

When both on the job and off the job assessment is deemed sufficient, competency in the unit will be awarded.

4.4 Theory Assessment

Assessment of theory is the first stage in the assessment phase. After you complete all the learning for the unit, you should commence the theory assessment. We recommend you read the whole assessment task/s before commencing to ensure you know all the assessment requirements. If you are unsure of what the question means, contact your Trainer Assessor.

4.5 Practical Assessment

Students are required to demonstrate the skills and knowledge they learn in each unit of competency. Most units need to be completed with a practical component at an appropriate Competency Training training facility and or workplace, which is a requirement of the training package.

4.6 On the Job Assessment (If required)

Through a practical assessment, your assessor determines your ability to perform the required skills. Evidence will be collated by a Supervisor Report and or an Observation Report.

- **Supervisor Report**

The nominated workplace supervisor will verify the skills of the student in the workplace via the Supervisor Report. Competency Training requires that the supervisor must hold qualification equal to or higher than the qualification the student is enrolled in who is willing to provide support and verify competency. Additionally, the nominated workplace supervisor must work alongside the student.

Once the Supervisor Report has been completed by the nominated workplace supervisor, the student will be assessed by the Trainer Assessor in the workplace (On the Job Assessment) via the Observation Checklist.

- **Observation Report**

An assessor will complete the Observation Report, whilst observing your work practices, in the workplace. Skills observed by the assessor will be recorded on an Observation Report.

- **Recognition of Prior Learning**

Recognition of Prior Learning is where a student possesses the necessary skills and knowledge gained through avenues other than formal training such as work experience, life experience, informal training and formal training. RPL assesses and acknowledges the skills and knowledge students may possess, matching evidenced knowledge, skills, and experience to the components of a qualification/unit of competency

RPL is not a quick process. RPL is an assessment process that will often require a number of interactions with the student and Trainer Assessor.

During the RPL process, the student will be required to provide evidence of and samples of work experience/work practices; perform tasks; talk about and explain how they perform and have performed specific tasks (competency conversation); have employers verify work experience and work evidence. With RPL, a student's evidence of prior learning is systematically assessed for recognition purposes in alignment with the rules of evidence as determined by the Vocational Education Training (VET) industry regulatory body, the Australian Skills Quality Authority (ASQA).

4.7 Copyright and Plagiarism

Plagiarism is the reproduction without acknowledgement of another person's/students' words, work or thoughts from any source. This also covers diagrams, drawings, sketches, pictures, objects, text, artistic works and other such expressions of ideas.

Internet downloading and using it uncredited into one's own work is plagiarism. Additionally, copying the work of another student or work colleague and submitting it as your own work, is considered plagiarism.

Competency Training takes copyright matters seriously. When you submit an assignment, you will be asked to sign it is your own work. Competency Training will not mark any part of the assessment submitted without this signed declaration of authenticity.

In the event, evidence of plagiarism is identified, you will be contacted for further information. If plagiarism is confirmed, the student's enrolment in that unit will be cancelled and re-enrolment (at the associated cost) will be required. Your employer is also notified if your enrolment is bound by a contract such as an apprenticeship, employer-based contract or the employer has a vested interest in your enrolment. Where the student is on a funded program, the organisation/person responsible for the funding will be notified.

To avoid this, when using another person's work or ideas, please ensure appropriate referencing is used and abide by copyright legislation. Competency Training supports the use of the Harvard referencing system.

4.8 Assessment Results

You will have three (3) attempts to be deemed as 'Satisfactory' on each assessment item. Prior to a third attempt of an assessment task, the learner will be required to engage in further training to address knowledge and skills gaps.

Where an individual assessment outcome of 'Satisfactory' isn't achieved, you will be advised what is needed to make it 'Satisfactory' and provided with training to allow a satisfactory outcome to be achieved. Time is given to you to practice tasks before reassessment takes place.

Upon successful completion of an assessment task, a Trainer Assessor will award an outcome of 'Satisfactory'. All assessment tasks must be deemed 'Satisfactory' for the student to be eligible for an award of competency.

4.9 Language, Literacy and Numeracy (LLN)

Before commencing each course, you will be required to complete a Language Literacy and Numeracy (LLN) assessment to determine an LLN indicator against skills required to complete the course. This assessment is based on the Australian Core Skills Framework (ACSF).

The Australian Core Skills Framework (ACSF) is a tool which assists both specialist and non-specialist English language, literacy and numeracy practitioners describe an individual's performance in the five core skills of

learning, reading, writing, oral communication and numeracy. It provides a consistent national approach to identifying and developing the core skills in three diverse contexts; personal and community; workplace and employment; and education and training.

Competency Training recognises that people with language, literacy and numeracy challenges often have qualities and skills well suited to working in the Electrical and Building and Construction Industry.

Competency Training has access and arrangements for language, literacy and numeracy assistance for all students who may need additional assistance in these areas. If you need assistance, please talk to the enrolments team to discuss options for completing the course successfully.

Competency Training will assess your literacy and numeracy skills, via an online assessment, in a very informal and non-threatening manner during the development of your training. If together we identify any areas that will hinder your ability to complete your qualification, we will suggest strategies for literacy/numeracy development. The Language, Literacy and Numeracy diagnostic tool will assist the Trainer Assessor in adjusting assessments, where applicable, to provide you with optimum participation.

4.10 Issuing of Qualification or Statement of Attainments

Students who meet the necessary prerequisites and are assessed as competent against one or more units of competency will typically be awarded a Statement of Attainment, a nationally recognised credential within the Australian Qualifications Framework (AQF).

Students without the necessary prerequisites will typically receive a Statement of Completion which certifies that they have attended and completed the course but did not meet the prerequisite requirements.

In alignment to the ASQA Standards for Registered Training Organisations (RTOs) 2015, qualifications and Statement of Attainments are issued by Competency Training within 30 calendar days of a student being assessed as meeting the requirements of the training product if the training program in which the learner is enrolled is complete, and providing all agreed fees the learner owes to the RTO have been paid.

Timeframes for issuing qualifications/Statement of Attainments/Statement of Attendance may vary pending contractual requirements under funded training contracts.

4.11 Full Qualification

A formal testamur is awarded to a student who successfully complete the full requirements of the qualification in which they are enrolled. Successful completion means that all nominated units have been deemed 'competent'.

4.12 Statement of Attainment

The issuance of a statement of attainment recognises that students do not always study a whole qualification in which they are enrolled. They may choose to complete only a unit or units of competence from a qualification or part of qualification.

4.13 Eligibility for Qualifications

- To receive a full Qualification – you must successfully complete all qualification requirements (core units and required electives).
- Statement of Attainment – you must be assessed as competent in one or more units of competency within a qualification.

To avoid delays:

- Any documents requested by your Trainer Assessor or our Administration team need to be provided in a timely manner. This may include certified copies of previous qualifications or statements, a certified/current Electrical Licence or similar. Where these documents are not provided, your Testamur cannot be processed until these are received.

- Your personal details (address, telephone number etc.) are correct. If these have changed since you enrolled, please phone Competency Training to advise them of your details.

4.14 Qualification Validation

Competency Training provides a qualification validation service to prevent the forgery of Qualifications. Under this scheme, if a person provides the details of an already issued Competency Training qualification including the name on the qualification, the person listed on the qualification, the date it was issued and unique identifier number, Competency Training will provide a 'yes' or 'no' answer to confirm the validity of the qualification. No further information about the qualification will be provided beyond a 'yes' or 'no' answer.

4.15 Verification of Competence

To verify a Statement of Attainment that Competency Training has issued since January 2013, this can be confirmed online via this link <https://www.usi.gov.au/training-organisations/using-usi-registry-system/transcripts-training-records>

Alternatively, if it is out of this time frame, please either contact us on info@competencytraining.com or 1300 872 585.

4.16 Access and Equity

Competency Training Pty Ltd is committed to providing equal opportunity and access to all persons wishing to participate in our courses. Competency Training also offer some online assessments for some of their courses.

We recognise that an individual's access to training and assessment should not be adversely affected by restrictions placed on the location or context of assessment beyond the requirements specified in the Training Package. We will endeavour to make reasonable adjustments to ensure equity in assessment for people with disabilities. Adjustments include any changes to the assessment process or context that meets the individual needs of the person with a disability, but do not change competency outcomes. When assessing people with disabilities, we will apply good practice assessment methods with sensitivity and flexibility.

Access and equity issues are also considered during the development of our courses and in the structure of our training delivery and assessment. Should you have any special needs that warrant a flexible learning and assessment approach, please contact us before commencing your training.

4.17 Change of Details

If your personal details change from what is included on your enrolment form, please notify Competency Training as soon as practicably possible, so we can ensure your file is updated to reflect your current contact details.

4.18 Training Ombudsman

Website: <https://trainingombudsman.qld.gov.au/>

The Training Ombudsman provides a free, confidential, and independent service to review and resolve enquiries and complaints from apprentices, trainees, students, employers and other stakeholders about the VET system.

5 COMPETENCY TRAINING TERMS AND CONDITIONS

Recitals:

- A. Competency Training has offered to provide the Services detailed in the Proposal;
- B. The Client shall pay to Competency Training the Fee for the supply of the Services;
- C. The Parties have agreed that the Services shall be supplied in accordance with the conditions of the Contract.

Entire Agreement:

The contract is comprised of:

- A. The Proposal;
- B. These Standard Terms and Conditions of Sale;
- C. Any document attached to the Proposal or referenced therein; and
- D. Any other document agreed in writing by the parties to be part of this contract,

('Contract')

The parties warrant that in entering into this Contract they have not relied upon any prior oral or written representation or warranty which is not expressly included in the Contract.

In the event of there being any ambiguity, discrepancy, or inconsistency of any nature between the documents comprising the Contract, the order of precedence to be applied to resolve the ambiguity, discrepancy, or inconsistency is the order in which the documents are listed above.

The terms of this Contract supersede any prior agreement, and over-ride any other document or any terms and conditions issued on a purchase order or equivalent instrument.

IT IS AGREED:

1 The Services

- 1.1 Competency Training shall supply the Services detailed in the Proposal in accordance with the terms of this Contract.
- 1.2 Competency Training will supply the Services in a professional manner, with the due care and diligence expected by a professional service provider in a similar field.
- 1.3 The Services shall be supplied in accordance with all relevant Laws of the Jurisdiction and any particular Standards referenced in the Proposal.

2 The Fee

- 2.1 The Client shall pay Competency Training the Fee for the performance of the Services.
- 2.2 Any failure by the Client to pay the Fee by the time stated in this Contract is a material breach of the Contract.

3 Taxes and GST

- 3.1 The Fee is stated exclusive of any GST or any other form of value added tax (VAT). If any GST or VAT amount which may be required to be paid shall be in addition to the Fee.
- 3.2 If the Client is obligated to set off any portion of the Fee as withholding for tax purposes,

Competency Training shall be entitled to recover any such amount by issuing a further invoice to the client equal to the amount of tax withheld. The parties agree that the Fee does not include any amount for the withholding of tax regardless of the laws of the jurisdiction in which the Services are being provided.

4 Payment

Competency Training is entitled to submit a claim at the times specified in the Proposal, or if no time is stated, for progress on a monthly basis in respect of the Services supplied in that month, and:

- 4.1 The claim shall be in the form of a tax invoice ('Invoice') and is submitted under the security of payment legislation relevant to the Governing Jurisdiction;
- 4.2 The Client shall pay to Competency Training the full amount stated in the Invoice within 30 days of receipt of the Invoice or any such earlier time detailed in the Proposal (if any);
- 4.3 To the extent that the Client disputes any portion of the Invoice, the Client shall provide a written notice to Competency Training detailing the particulars of that dispute within ten days of receipt. Despite this notice, the Client shall pay the entire Invoice within 30 days of receipt;
- 4.4 The Client shall not set off any amount of an Invoice without the written permission to do so by Competency Training;
- 4.5 If the dispute is valid and reasonable, Competency Training shall either:
 - 4.5.1 Provide an associated credit against the next associated claim; or otherwise
 - 4.5.2 Provide a credit in the form of a refund.

5 Access and Information

- 5.1 The Client shall provide Competency Training with such site access or other access as it may reasonably require to perform the Services.
- 5.2 As soon as possible after a request by Competency Training, and in any event no longer than five (5) days, the Client shall provide any information reasonably required by Competency Training to perform the Services.

6 Time

Time is not essential under the Contract unless specifically stated as essential in the Proposal. Competency Training is entitled to an extension of time to any date by which it is required to supply the Services equal to the period of any delay which it may suffer arising from, or in any way connected with, any matter not within Competency Training direct control.

7 Change

Any Change may cause the Fee or time for completion to be adjusted in accordance with the following:

- 7.1 Change notified by the Client

	At any time, the Client may request a Change to the Services in writing providing that the Change is within the general scope of the Contract. Competency Training has the discretion to agree to the requested Change or not.	10.2	All intellectual property existing prior to the date of this Contract or created other than as a result of the supply of the Services ('Background IP') is and remains the sole property of Competency Training.
7.2	Change notified by Competency Training If any direction, act or omission of the Client causes Competency Training to incur additional costs, or expend additional effort, Competency Training is entitled to claim a Change.	10.3	Competency Training grants the Principal a non-exclusive, royalty-free, perpetual, and non-transferrable licence to use the Created IP and Background IP for the purposes of enjoying the benefits of the Services.
7.3	Change Estimate Competency Training may provide a written estimate of the value and impact of the Change.	10.4	The Client grants to Competency Training a non-exclusive, irrevocable royalty-free, perpetual licence to use Principal supplied IP for the purposes of supplying the Services.
7.4	Valuation of Change All Changes shall be valued by Competency Training in accordance with the Rates in the Proposal or other reasonable rates from time to time. To the extent that the Change necessitates an extension of any time for completion, clause 5 shall apply to that portion of the Change.	10.5	Competency Training has the right to revoke any Intellectual Property Right under this Contract until the Fee is paid in full.
8 Insurance		11	Defects Liability Subject to the limitation of liability in clause 8:
	Competency Training will for the duration of the Contract, effect and maintain the following insurances:	11.1	Competency Training offers a go-Day defect liability period for any Services provided under the Contract.
8.1	Public liability insurance in the amount of \$20,000,000 in respect of any one occurrence; and Professional indemnity insurance in the amount of \$10,000,000 in respect of any one claim and in the aggregate.	11.2	If any defective Services are proven during the Defect Liability Period, Competency Training shall be provided with a reasonable opportunity to remedy the defect, with it being Competency Training discretion as to if that remedy is by means of repair, modification or replacement of the subject Services.
9 Limitation of Liability		11.3	The warranties offered in this Contract are in lieu of and exclude, to the maximum extent possible, any other warranties available at law or otherwise.
9.1	Notwithstanding any other clause or statement in any of the documents forming part of the Contract, Competency Training' maximum aggregate liability under or in any way connected with the Contract including, without limitation, any liability for any claim at common law, for breach of contract, negligence, in equity, or under statute is limited to:	12	Amendment The terms of the Contract may only be amended in writing and signed by both parties.
	9.1.1 The Fee; or	13	Amendment and Waiver
	9.1.2 The properly recoverable proceeds of any policy of insurance maintained pursuant to this Contract.	13.1	Each party is responsible for its own costs of entering into or complying with any term under this Contract.
9.2	Notwithstanding any other clause or statement in any of the documents forming part of the Contract, and to the fullest extent permissible at law, neither party will in any event whatsoever be liable to the other party for any Consequential Loss.	13.2	A waiver of any right or obligation under the Contract shall be effective only in writing and executed by both parties. No action, other than an action to waive in writing any right or obligation, or inaction by Competency Training will constitute any waiver of any right or obligation under the Contract.
9.3	Each party shall be responsible for its own legal fees.	14	Severability If any term of this Contract is held to be invalid, unlawful, or unenforceable in any way and for any reason, the terms of the Contract will continue to apply to the fullest extent possible save and except for the part which is held to be invalid, unlawful, or unenforceable.
9.4	This clause 8 survives termination of the Contract.	15	Non-Solicitation The Principal will not employ, or solicit or entice to employ, any employee of Competency
10 Intellectual Property			
10.1	Any intellectual property created as a result of the supply of the Services ("Created IP") is and remains the property of Competency Training.		

- Training for the period of 12 months following completion of the supply of the Services.
- 16 Confidentiality**
 The parties are to treat all information obtained under, or in relation to, the Contract as confidential. The obligation of confidentiality does not apply to the extent that any disclosure is required by law or by a stock exchange listing rule, if the information is otherwise in the public domain, or as agreed to in writing between the parties.
- 17 Suspension**
 17.1 The Client may:
 17.1.1 Suspend the Services at any time with 14-days written notice;
 17.1.2 Suspend the Services due to a Force Majeure Event.
- 17.2 Competency Training may:
 17.2.1 Suspend the Services if the Client has breached its payment obligations under this Contract;
 17.2.2 Suspend the Services due to a Force Majeure Event;
- 17.3 Change Event:
 17.3.1 Any Suspension that is not caused by a negligent act of Competency Training shall be considered a Change in accordance with clause 7.
- Nothing in this clause 17 affects a party's obligation to pay under the Contract.
- 18 Termination**
 Either party is entitled to immediately terminate the Contract by the giving written notice in the following circumstances:
- 18.1 If either party fails to comply with any of its obligations under the Contract and, in the event that the failure is capable of being rectified, fails to remedy the failure to comply within 14 days of receipt of written notification of the default; or
- 18.2 If either party is insolvent, becomes bankrupt, or becomes subject to any official management, receivership, liquidation, voluntary administration, winding up, or external administration.
- 19 Payment on Termination**
 In the event of Termination in accordance with clause 18, Competency Training, in addition to any remedy it may have at Law, shall be entitled to be paid the Fee for Services performed (including partially performed) up to the date of Termination plus any other reasonable costs necessarily incurred due to the Termination event.
- 20 Applicable Law**
 The Contract is governed by the laws of the Governing Jurisdiction. The parties irrevocably elect to submit to the Courts of the Governing Jurisdiction and to commence any proceedings in such Courts.

21

Definitions

Capitalised terms have the following meaning in this Contract:

Change means any adjustment (whether additional or omission) of any part of the Services as they have been described in the Proposal.

Client means the party to whom the Proposal is addressed or failing that the party referred to as the client in the Proposal and is deemed to include its related bodies corporate and personnel.

Consequential Loss means any consequential, indirect, special, exemplary, or punitive damages, including any loss of production, loss of use, loss of revenue, loss of profit, loss of anticipated revenue or profit, loss of business reputation, business interruptions of any nature, loss of opportunities, loss of anticipated savings or wasted overheads.

Fee means the fee, price or sum quoted for the supply of the Services as declared in the Proposal.

Force Majeure Event means an event beyond the reasonable control of the parties and includes:

- riot, war, invasion, act of foreign enemies, hostilities, acts of terrorism, civil war, rebellion, armed conflict or insurrection;
- ionising radiation or contamination by radioactivity;
- pressure waves caused by aircraft or other devices travelling at sonic or supersonic speeds;
- political instability or state emergency
- earthquake, flood, fire, cyclone, tsunami explosion and/or other natural physical disaster;
- strikes or industrial disputes which affect a substantial or essential portion of the Services;
- maritime or aviation disasters
- epidemics or pandemics; and
- government shutdowns or government-imposed travel bans,

but only to the extent that it reasonably prevents the affected party from completing its obligations under this Contract.

Governing Jurisdiction means:

- 1) Queensland, Australia; or otherwise
- 2) The place specifically stated in the Proposal to be the Governing Jurisdiction

Competency Training means Competency Training Pty Ltd (ABN: 32 113 051 139)

Proposal means the offer document provided by Competency Training to the Client detailing the Services to be supplied.

Rates means any rates schedule detailed in the Proposal or to the extent no rates are defined, Standard Rates.

Services means the goods and services detailed in the Proposal as due to be supplied in return for payment of the