



## ENROLMENT

### Policy

Smartlink Training (“Smartlink”) and any of its third-party providers who offer any service/s on behalf of Smartlink Training under the third-party arrangement agreement will take steps to ensure that all learners who enrol in a course of nationally accredited training are enrolling in the course that best suits their needs, and that they are suited to the delivery methodology and requirements of the course. Additionally, all learners must understand their rights and obligations prior to enrolment.

### Relevant Standards

#### Clause 1.7

The RTO determines the support needs of individual learners and provides access to the educational and support services necessary for the individual learner to meet the requirements of the training product as specified in training packages or VET [vocational education and training] accredited courses.

#### Clause 3.5.

The RTO accepts and provides credit to learners for units of competency and/or modules (unless licensing or regulatory requirements prevent this) where these are evidenced by:

- a) AQF certification documentation issued by any other RTO or AQF authorised issuing organisation; or
- b) authenticated VET transcripts issued by the Registrar.

#### Clause 3.6.

The RTO meets the requirements of the Student Identifier scheme, including:

- a) verifying with the Registrar, a Student Identifier provided to it by an individual before using that Student Identifier for any purpose;
- b) ensuring that it will not issue AQF certification documentation to an individual without being in receipt of a verified Student Identifier for that individual, unless an exemption applies under the Student Identifiers Act 2014;
- c) ensuring that where an exemption described in Clause 3.6 (b) applies, it will inform the student prior to either the completion of the enrolment or commencement of training and assessment, whichever occurs first, that the results of the training will not be accessible through the Commonwealth and will not appear on any authenticated VET transcript prepared by the Registrar; and
- d) ensuring the security of Student Identifiers and all related documentation under its control, including information stored in its student management systems.

#### Clause 5.1.

Prior to enrolment or the commencement of training and assessment, whichever comes first, the RTO provides advice to the prospective learner about the training product appropriate to meeting the learner’s needs, taking into account the individual’s existing skills and competencies.

#### Clause 5.2.

Prior to enrolment or the commencement of training and assessment, whichever comes first, the RTO provides, in print or through referral to an electronic copy, current and accurate information that enables the learner to make informed decisions about undertaking training with the RTO and at a minimum includes the following content:

- a) the code, title and currency of the training product to which the learner is to be enrolled, as published on the National Register;



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- b) the training and assessment, and related educational and support services the RTO will provide to the learner including the:
  - i. estimated duration;
  - ii. expected locations at which it will be provided;
  - iii. expected modes of delivery;
  - iv. name and contact details of any third party that will provide training and/or assessment, and related educational and support services to the learner on the RTO's behalf; and
  - v. any work placement arrangements.
- c) the RTO's obligations to the learner, including that the RTO is responsible for the quality of the training and assessment in compliance with these Standards, and for the issuance of the AQF certification documentation.
- d) the learner's rights, including:
  - i. details of the RTO's complaints and appeals process required by Standard 6; and
  - ii. if the RTO, or a third-party delivering training and assessment on its behalf, closes or ceases to deliver any part of the training product that the learner is enrolled in;
- e) the learner's obligations:
  - i. in relation to the repayment of any debt to be incurred under the VET FEE-HELP scheme arising from the provision of services;
  - ii. any requirements the RTO requires the learner to meet to enter and successfully complete their chosen training product; and
  - iii. any materials and equipment that the learner must provide; and
- f) information on the implications for the learner of government training entitlements and subsidy arrangements in relation to the delivery of the services.

5.3. Where the RTO collects fees from the individual learner, either directly or through a third party, the RTO provides or directs the learner to information prior to enrolment or the commencement of training and assessment, whichever comes first, specifying:

- a) all relevant fee information including:
  - i. fees that must be paid to the RTO; and
  - ii. payment terms and conditions including deposits and refunds;
- b) the learner's rights as a consumer, including but not limited to any statutory cooling-off period, if one applies;
- c) the learner's right to obtain a refund for services not provided by the RTO in the event the:
  - i. arrangement is terminated early; or
  - ii. the RTO fails to provide the agreed services.

### Clause 7.3.

Where the RTO requires, either directly or through a third party, a prospective or current learner to prepay fees in excess of a total of \$1500 (being the threshold prepaid fee amount), the RTO must meet the requirements set out in the Requirements for Fee Protection in Schedule 6.

### Clause 7.5.

The RTO provides accurate and current information as required by the Data Provision Requirements as updated from time to time.



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### Evidence

Evidence for use in demonstrating the effective implementation of this policy and procedure includes:

- The pre-enrolment information handbook (provides full details on the enrolment requirements which states that a prospective learner must be 15 years or older).
- Fee Management Policy (includes full details on course fees)
- Blank enrolment forms
- Completed learner enrolment forms
- Online Enrolment Form or paper enrolment form
- LLN assessments
- Records of credit transfer applied
- USI records in learner files
- AVETMISS details in learner files

### Procedures

#### Informed Choice

Smartlink will provide detailed information to learners so that they can make an informed decision about their course enrolment. To ensure that it is available to all learners, and that it has been read and understood prior to enrolment:

- The information will be published as a document which is provided to the learner either digitally or in hardcopy prior to enrolment.
- The enrolment form will require the learner to declare that they have read the information and any learner under the age of 18 years will require a parent/guardian signature.

#### Suitability Review

Prior to commencement, the enrolment form of all learners will be reviewed to detect any possible support requirements. Details examined will include the responses provided to questions, for example regarding the reason for undertaking the course or any self-identified disability or learning need.

Where any potential suitability issue is detected, Smartlink and any third-party providers that delivers any service/s on behalf of Smartlink Training under the third-party arrangement agreement will contact the learner. Only once all parties are satisfied that the learner is in the correct course and has every chance of success will the enrolment be confirmed. This may involve providing additional learner support according to Smartlink support procedures.

#### Language, Literacy, and Numeracy

All learners will be reviewed for their language, literacy, and numeracy (LLN) skills prior to commencement, to ensure that they have the skills required to engage and succeed. This will usually involve the completion of an LLN assessment.



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LLN assessment may be conducted in a variety of ways, for example it may be conducted on paper or via skype or video call. No matter how it is conducted the content of the LLN assessment will be the same for each course, and any student who undertakes LLN assessment and is found not to be able to participate in the course will be entitled to a refund of any fees paid for the course.

No student will be allowed to commence training or assessment without having been determined to hold the appropriate LLN skills or, alternatively, without a support plan in place.

### Enrolment Form

All learners will complete a Smartlink enrolment form (paper or online) for the training product. This document represents the contractual agreement between Smartlink and the learner.

The enrolment form will gather all required AVETMISS data and will require the learner to accept the terms and conditions of the course, as well as presenting mandatory privacy declaration for signing.

### Enrolment Process

The enrolment process follows a predictable and clear process:

1. Pre-Enrolment Information and Fee Management Policy provided to prospective learner
2. Enrolment form
3. Suitability review
4. LLN assessment

These stages occur in order, and an enrolment is not considered confirmed until all stages are complete. Payment may be accepted at any point in the process and students who pay prior to all stages being complete will be entitled to a full refund if they are found to be unsuitable for the course.

### Credit Transfer

Credit transfer is awarded for units of competency that have the same code and title as a unit in the learner's chosen training product, or units which are deemed equivalent on the national register.

A learner must apply for credit transfer prior to or at the time of enrolment and will be required to provide original or certified AQF documents or authenticated transcripts from the Registrar. Smartlink will verify the integrity of these documents where it is deemed necessary prior to applying credit transfer.

In some circumstances, regulation or licensing requirements may prohibit the application of credit transfer. When this occurs, Smartlink will not offer credit.



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### Unique Student Identifier

Smartlink will collect USIs at the time of enrolment, specifically through the enrolment form. An enrolment will not be considered complete without a USI or a documented exemption.

Smartlink will verify USIs through the USI register. If the USI fails to verify, this must be rectified. The rectification may take place during the enrolment period if the learner has been informed that they will not be able to receive their Certificate or Statement of Attainment without a verified USI.

Where a learner has provided evidence of an exemption to the USI, this will be accepted. A letter will be provided to the learner confirming their exemption and explaining that the results of the training will not be accessible through the Commonwealth and will not appear on any authenticated VET transcript prepared by the Registrar.

USIs are sensitive information and will be stored accordingly as per privacy and confidentiality requirements.

### Pre-Enrolment Information Checklist

The information which is provided to learners prior to enrolment must include:

- Details of the training product being delivered, including the expected learning, employment, and regulatory outcomes
- Any pre-existing skills, knowledge, or work experience which it is expected the learner will already have on commencement of the course
- Any entry requirements for the training product which are imposed by the training package, industry regulation, or Smartlink
- Any materials, equipment, textbooks, or other resources which a learner must have or acquire to successfully complete the training product
- The code, title and currency of the training product as published on training.gov.au
- The training, assessment, and other support services to be provided to the learner, including any self-study or attendance expectations, as well as the duration of training, the location of training, and the mode of delivery
- The name and contact details of any third-party which will be providing training, assessment, or other educational support services on behalf of Smartlink, if any
- Any work placement arrangements which are required to successfully complete the training product
- The obligation of Smartlink to ensure that training and assessment is compliant with the Standards, and to issue AQF documentation to any learner who successfully meets the requirements of the training product
- Details of the Smartlink complaints and appeals process, including how to access the process and the right of the learner to complain or make an appeal at any time
- The mechanisms which are in place to protect learners against the negative effects of the closure of Smartlink or any third-party delivering on its behalf, and what steps will be taken if such an event occurs
- All relevant fee information, including which fees are payable to Smartlink and when they are due, as well as which fees will be paid by a third-party if applicable
- Details of the Smartlink refund policy including how to access it and the right which a learner has to a refund in the case that Smartlink terminates the training agreement early or fails to provide the agreed services
- The learner's consumer rights, including the right to a cooling-off period if one applies
- The methods which will be used to inform enrolled learners of any changes which may affect the participation of the learner in their chosen training product
- The privacy policy of Smartlink