



thinkrealestate

# **Participant Handbook**

## Table of Contents

<b>SCOPE OF QUALIFICATIONS.....</b>	<b>3</b>
<b>LOCATION: .....</b>	<b>3</b>
<b>1. CODE OF PRACTICE: .....</b>	<b>4</b>
<i>PARTICIPANTS RIGHTS AND RESPONSIBILITIES .....</i>	<i>4</i>
<i>COMPETENCE OF TRAINING STAFF.....</i>	<i>4</i>
<b>2. ENROLMENT, RECRUITMENT AND SELECTION – FUNDED PROGRAMS.....</b>	<b>4</b>
<b>3. FEES AND REFUNDS.....</b>	<b>5</b>
GOVERNMENT FUNDED .....	5
ELIGIBILITY FOR EXEMPTION FROM THE GOVERNMENT REQUIRED ADMINISTRATION FEE .....	5
FEE-FOR-SERVICE.....	6
REFUND GUIDELINES.....	7
<b>4. MUTUAL RECOGNITION: .....</b>	<b>7</b>
<b>5. PARTICIPANT RECORDS:.....</b>	<b>7</b>
<b>6. FLEXIBLE LEARNING: .....</b>	<b>8</b>
<b>7. ASSESSMENTS:.....</b>	<b>8</b>
DISTANCE EDUCATION ASSESSMENTS .....	8
ACCESS AND EQUITY IN ASSESSMENT.....	9
ASSESSMENT FEEDBACK .....	9
PLAGIARISM: .....	9
ASSESSMENT APPEALS .....	9
<b>8. RECOGNITION (RPL/RCC): .....</b>	<b>10</b>
COST OF RECOGNITION.....	10
<b>9. COMPLAINTS AND APPEALS: .....</b>	<b>11</b>
LOCAL LEVEL RESOLUTION .....	11
RESOLUTION BY TRAINER/ASSESSOR.....	11
RESOLUTION BY THE TRAINING MANAGER .....	11
RESOLUTION BY ARBITRATION .....	11
<b>10. CLIENT SUPPORT, WELFARE AND GUIDANCE SERVICES ADVICE:.....</b>	<b>12</b>
LANGUAGE, LITERACY AND NUMERACY.....	12
<b>11. LEGISLATION: .....</b>	<b>13</b>
PRIVACY.....	13
DISCRIMINATION, BULLYING, VICTIMISATION AND HARASSMENT .....	13
ACCESS AND EQUITY POLICY – FOR ENROLMENT IN TRAINING AND EMPLOYMENT .....	14
OCCUPATIONAL HEALTH AND SAFETY.....	14
CHILD PROTECTION LEGISLATION – REQUIREMENTS.....	15
<b>12. PARTICIPANT CONDUCT IN COURSES .....</b>	<b>16</b>
ATTENDANCE .....	16
PRESENTATION .....	16
BEHAVIOUR.....	17
MOBILE PHONES.....	17
CLEANLINESS .....	17
SMOKING.....	17
DISCIPLINARY PROCESS: .....	17
<b>13. EMERGENCIES: .....</b>	<b>17</b>
<b>14. PARTICIPANT INDUCTION.....</b>	<b>18</b>
<b>Cancellation and Refund Policy</b>	<b>19</b>
<b>INDUCTION CONFIRMATION FORM (NON PARTICIPANTSHIPS).....</b>	<b>21</b>
<b>QFRM06 – PARTICIPANT WITHDRAWAL FORM .....</b>	<b>22</b>

## Scope of Qualifications

Think Real Estate is a Registered Training Organisation approved by The State/Territory Accreditation Board to provide training delivery and assessment services for a range of nationally accredited courses.

PRD30101	Certificate III in Property (Real Estate)
PRD40101	Certificate IV in Property (Real Estate)
91086NSW	Course in Property Practice (Real Estate) Enrolments cease 30/6/09
	<b>ALL COURSES STARTED AFTER 1 JUNE 2009</b>
CPPDSM3019A	Communicate with clients as part of agency operations
CPP40307	Certificate IV in Property Services (Real Estate)
CPP40407	Certificate IV in Property Services (Stock and Station)

## Location:

Think Real Estate's offices and training rooms are located:  
 323 Princes Hwy., Carlton NSW 2218



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 Facimile: 02 9587 5266  
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 Web: [www.thinkrealestate.net.au](http://www.thinkrealestate.net.au)

## 1. Code of Practice:

Think Real Estate commits to observe the highest standards of fairness and professional practice as we deliver our training and assessment services and our contractual obligations. To this respect Think Real Estate has in place a code of practice that makes the following commitments to:

- Uphold the integrity and good reputation of the company
- Demonstrate Think Real Estate's commitment to all its clients
- Provide accurate and relevant information at all times
- Communicate clearly and effectively at all times
- Encourage feedback without prejudice

### ***Participants Rights and Responsibilities***

Participants in courses have both the rights and responsibilities to:

- Study in a course that meets both the current industry standards and accreditation requirements
- Be provided with information about the assessment requirements of the course at its commencement
- Have their training outcomes assessed and be provided with regular feedback on their progress
- Be treated fairly and respected by fellow Participants and training staff
- Taught in an environment free from any form of discrimination and harassment
- Have their personal records kept private and secure, and only made available to authorised users
- Learn in a safe and supportive environment

The responsibilities of Participants are as follows:

- To manage their own learning and assessment requirements
- To complete all assessments within set time periods (as applicable)
- To treat all training staff and other Participants with respect and fairness
- To behave in a non-discriminatory and non harassing manner
- To follow all health and safety procedures in the learning environment
- Not to enter into the learning environment whilst under the influence of alcohol or drugs
- To advise staff of any changes to their personal details
- To advise staff if they will be withdrawing from the course

### ***Competence of Training Staff***

Think Real Estate abides by the requirements of the Australian Quality Training Framework (AQTF) in the quality and standard of its training and assessment staff. All Think Real Estate trainers and assessors have as a minimum the following:

- Certificate IV in Assessment and Workplace Training (BSZ40198) or Certificate IV in Training and Assessment (TAA40104)
- Hold the relevant qualification(s) to at least the level at which they will be training and assessing or are able to demonstrate vocational competency to at least the level being trained or assessed
- Have the relevant industry experience in the areas for which they will be training and assessing

## 2. Enrolment, Recruitment and Selection

All courses offered by Think Real Estate will be advertised and promoted as widely as possible. These advertisements will clearly state the course name and any type of pre-requisites or selection criterion for enrolment.

All enquiries for enrolment will be given full and equitable consideration. Where there are conditions of enrolment or pre-requisites applied to a course(s), these shall be clearly stated to the potential participants.

Participants are required to complete an enrolment form prior to being considered for a place within a course(s).

In certain situations some courses may have more participants wishing to enrol than there are available places. To ensure that you meet the selection criteria, state on the enrolment form your relevant skills, experience, interests and career plan.

The selection criterion is based on:

- Your ability to complete the course
- Previous training and education
- Relevant work/life experience - paid or unpaid - full time, part-time, casual or voluntary
- Is the course relevant to your career plans
- Identified program prerequisites/priorities

Participants who have been accepted for a course will be notified as soon as possible about their enrolment.

Information supplied on the enrolment form will only be available to the State Department of Education & Training and the National Commission for Vocational Education and Research and the Program Sponsor if applicable.

This information for is used for research, statistical analysis, program evaluation, post completion surveys and internal management purposes in accordance with our privacy policy.

### **3. Fees and Refunds**

#### **Government Funded**

In some states participants maybe required to pay an administration fee, this fee will be required to be paid prior to the commencement of the course. These fees vary from course to course depending on the level of qualification offered.

Think Real Estate will provide you with information on the applicable fee for the relevant course.

Some participants may be eligible for administration fee exemptions. If the participant has already paid the administration fee and they are entitled to a refund, this will be paid in accordance with the refund policy.

#### **Eligibility for Exemption from the Government Required Administration Fee**

Participants may be eligible for an exemption from payment of the administration charges (dependant upon the relevant state funding arrangements) at enrolment if they fall into the following categories.

- Australian Aboriginal or Torres Strait Islander people
- Participants with a disability and not eligible for exemption under any other category.

**Please note that participants can only be granted an exemption if they are in receipt of the benefit at the time of enrolment. Proof will be required to be furnished as stated below**

<b>Payment Type</b>	<b>Documentation Required At Enrolment</b>
Farm Help Newstart Allowance Austudy (including Veterans Affairs Children Education Scheme) Youth Allowance	<ul style="list-style-type: none"> <li>Continuation Form (SU19)</li> <li>A recent copy (within the last one month) of correspondence from Centrelink indicating that you are receiving a benefit (eg. Grant letter)</li> </ul>
Age Pension Carer Payment Disability Support Pension Mature Age Allowance Parenting Payment (Single) Widow 'B' Pension Widow Allowance Wife Pension	<ul style="list-style-type: none"> <li>Pensioner Concession Card</li> <li>A recent copy (within the last one month) of correspondence from Centrelink indicating that you are receiving a benefit</li> </ul>
Family Tax Benefit Part 'A' Exceptional Circumstances Relief Payment Farm Household Support Scheme Sickness Allowance Special Benefit	<ul style="list-style-type: none"> <li>A recent copy (within the last one month) of correspondence From Centrelink indicating that you are receiving a benefit.</li> <li>In the case of Family Tax Benefit Part 'A', the letter should state that the maximum benefit payable is being received</li> </ul>
Dependant Child, Spouse or Partner Of eligible beneficiary	<ul style="list-style-type: none"> <li>Proof that Parent/Spouse/Partner receives benefit/allowance</li> <li>Evidence that your dependant status as a child/spouse/partner of an eligible beneficiary, is accepted by the benefit provider</li> </ul>
Veterans Affairs Payments	<ul style="list-style-type: none"> <li>Letter from Department of Veterans Affairs indicating benefit paid</li> <li>Approval letter</li> </ul>

### **Fee-for-Service**

Where participants are required to pay course fees this fee will be required to be paid prior to the commencement of the course.

All participants will be issued with a receipt for fees paid. All fees paid in advance will be entered into the Think Real Estate financial management system and marked under a section defined as fees paid in advance. These fees will be held during the course and be made available should a refund be required.

Should a participant be eligible for a refund it will be paid in accordance to the terms set out in the refund policy.

## Refund Guidelines (also see page 19)

Administration fees are not tuition charges.

Refunds will be made in the following circumstances:

- When a participant has overpaid the course or administration fee.
- If Think Real Estate cancels the course.
- Where the participant application for enrolment is refused Think Real Estate agrees to refund all fees within 30 days, without deduction.
- The participant is found to be eligible for a fee exemption and provides documented evidence of this.
- If a participant withdraws, by written notice within seven (7) days, from a course at any time up until the course is 25% completed after commencement then Think Real Estate will refund 25% of the tuition fee paid in respect of the course.
- If a participant advises Think Real Estate in writing, prior to the commencement of training that they are withdrawing from then Think Real Estate will refund the full tuition fee minus expenses incurred to that time and any other fees and charges paid by or on behalf of the participants.
- If in Think Real Estate'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, then Think Real Estate will refund the full tuition fee and any other fees and charges paid by or on behalf of the participant. If a participant withdraws from only part of a course, or if only part of the course is cancelled, Think Real Estate will only refund the portion of the tuition fee and materials fee applicable to that part of the course.
- Where negotiated Think Real Estate will refund the difference between tuition fee and RPL Fee to the participant for the hours granted where Recognition of Prior Learning has been conducted and therefore reduced the number of scheduled training hours.

The following examples are indicative of appropriate circumstances for granting a refund:

- Extended hospitalisation or illness (two week period minimum) supported by a medical certificate and resulting in extended absence from training.
- Childbirth.

The following examples are indicative of inappropriate circumstances for granting a refund:

- job change
- change in work hours
- inconvenience of travel to class
- moving interstate
- retrenchment

Full details of how this policy is applied to each course is set out on page 19.

## 4. Mutual Recognition:

Think Real Estate will recognise all AQF Statements of Attainments and Certificates issued by other Registered Training Organisations within Australia as part of its recognition of prior learning process.

Think Real Estate will grant the appropriate credit transfer for units of competency awarded under mutual recognition and readjust the participant's training program as appropriate.

## 5. Participant Records:

All participant records are stored both in a hard copy and electronically for 2 years. A copy of the qualification and the transcript issued is kept electronically for 30 years. Access to your records is available on written request.

There may be a cost involved in accessing your records once your course has been completed.

## 6. Flexible Learning:

Think Real Estate is committed to providing its participants where possible flexible learning processes. This means that Think Real Estate focuses on the learning rather than the teaching to provide the best possible outcome of the participants. Through this the participants will have much greater control over what, when and how they learn. Some of the flexible learning options available include:

- The scheduling of the learning sessions at a variety of time
- The provision of flexible learning and assessments for those with special needs
- Providing self-paced learning experiences such as distance education and CD's
- A variety of assessment methods and tools

## 7. Assessments:

The training you will be undertaking is competency based. The competencies and assessment for your course are clearly stated to you at the beginning of the course.

All Think Real Estate trainers/assessors are bound by a code of practice to ensure assessments are valid, reliable, flexible and fair. The trainer/assessor will seek evidence to confirm achievement of the stated competencies in your course and more than one competency may be assessed at any given time.

Participants and the trainer/assessor must be present for all planned assessment tasks, to be executed during the scheduled days of training. After successful completion of the course you will receive a certificate or statement of attainment for the appropriate units for the course.

It is the trainer/assessor's responsibility to ensure all participants receive the full scope of information, knowledge and tests required to complete their course successfully. The following types of assessment methods maybe utilized by Think Real Estate during the course:

- Presentation / demonstration
- Illustrative program examples
- Specially developed example programs
- Exercises
- Project assignments
- Questioning

Assessments are not a stressful activity. They are conducted in a relaxed and friendly atmosphere. Do not regard your assessment as an examination. Your trainer/assessor simply needs to know which competencies from your course you have mastered, and which competencies require further practice and the trainer/assessor will be flexible in the assessment method used.

### Distance Education Assessments

At the end of each unit of competency, you will be required to submit to Think Real Estate your module assessment task(s). This will typically usually consist of a series of written assessments and module exercises. These assessment tasks will be marked by your assigned trainer/assessor and returned to you with result and written feedback on your current progress.

In a situation where you have been deemed 'Not Yet Competent' your trainer/assessor will further supply you with feedback and guidance on your direction in relation to reaching competency in the module and advise you in writing on when to resubmit the assessment task(s) for re-assessment.

If you are unsatisfied with the result of either the initial assessment or re-assessment you should refer to the assessment appeals process for the steps to take.

### **Access and Equity in Assessment**

- All reasonable steps will be taken to ensure you will be given an equal opportunity to undertake the assessment.
- You will be treated equitably regardless of your race, sex, marital status, age or sexual preference.
- If there are any aspects of the assessment that are unclear and you are not certain about you should speak to the trainer/assessor
- Should you require a reasonable adjustment of the assessment due to a physical impairment you should discuss this with the trainer/assessor immediately.

Reasonable adjustments may include:

- use of special equipment,
- practicable extension of timelines

### **Assessment Feedback**

All assessment tasks undertaken will be assessed and you will be given feedback on your outcomes from these assessments. This feedback will be a constructive discussion and if you are found to be "Not Yet Competent" your assessor will explain to you why, and what you need to do to gain competency.

### **Plagiarism:**

Participants should always submit evidence of competency that has been created by them. Plagiarism is not accepted by Think Real Estate and where plagiarism is detected Think Real Estate will assess the evidences as Not Yet Competent and further counsel the participants on the requirements of participants to submit their own evidences. Continued plagiarism will warrant disciplinary action.

### **Assessment Appeals**

An appeals and reassessment process is a major part of the process involved leading to a either nationally recognised qualification or Statement of Attainment.

Think Real Estate has an impartial appeals process available for all participants. If a participant wishes to appeal their assessment result, they must first discuss the situation with the trainer/assessor.

If the participant is not pleased with the results of those discussions and would like to proceed further or if the participant does not wish to approach the trainer/assessor then a formal request will need to be made in writing outlining the reason(s) for the appeal.

You will need to ensure you have reasonable grounds for the appeal, for example

- Unclear or inaccurate instructions by the assessor
- You feel the assessor showed bias or treated you unfairly or inequitably
- You were ill during the period of assessment and this can be substantiated

This is to be forwarded onto the Training Manager who will take responsibility for implementing the formal Appeals Process and who will record the appeal into the appeals register and notify the participant in writing of receipt of the appeal.

Think Real Estate acceptance of re-assessment appeals is five days after the participant has been issued with the results of their initial assessment. Every effort is made to settle the appeal to both the participant's and Think Real Estate's satisfaction.

If the appeal is proven and a reassessment is required, Think Real Estate will organise with the participant a date and time for the reassessment with another independent assessor. The results of the reassessment will be supplied to the Training Manager who will supply this information to the participant in writing. The results of the reassessment will be final.

Throughout the entire appeal process the participant can request that their appeal heard by an independent person. The participant has an opportunity at any stage to formally present their case.

The participant will be provided with a written statement of the appeal outcomes, including reasons for the decision.

Should the outcome of the appeal not be acceptable to the participant, they will be informed, in writing, of the opportunity to lodge a complaint the applicable State Training Authority.

## **8. Recognition (RPL/RCC):**

Recognition of Prior Learning Or Recognition of Current Competency is an acknowledgement of your current skills and knowledge that you have obtained through formal training, work experience and life experience. RPL is not an examination; it is an opportunity for you to demonstrate your competency.

If you consider you are already competent in specific units of competency from your chosen course you may be eligible to be granted an exemption if:

- Your prior learning and experience is relevant to this course?
- You are able to supply proof of subject-relevant formal training (Conducted by industry or educational institutions in Australia), or work experience.
- Submission of authenticated documents or samples of work demonstrating relevance and currency
- Participation in an interview to ascertain current skills and knowledge.

To apply for RPL you will be required to complete the Application for RPL/Credit Transfer Form (QFRM012). This form is available from Think Real Estate

### **Cost of Recognition**

- The initial consultation with the training Manager is free.
- An administration fee will be charged for assessing your portfolio.
- The administration fee will vary according to the qualification being sought through RPL.
- The administration fee shall not exceed the full course cost.

### **If you make a claim for RPL a number of things could happen:**

- you may not be granted any exemptions
- you may be granted exemptions for some Units of Competency
- you may be granted exemptions for all Units of Competency

## 9. Complaints and Appeals:

A complaint or appeal relates to any type of concern or problem pertaining to your work or course being undertaken which may be raised by either a member of staff or a participant.

Think Real Estate will strive to establish a consistent atmosphere of trust and openness with participants so that any type of complaint is dealt with in a timely, constructive and effective manner.

All complaints and appeals are considered serious and are dealt within forty eights working hours of receiving the said complaint or appeal.

All participants making any form of complaint or appeal have the right to have an independent person or panel to act on their behalf or hear their complaint or appeal at any time or even to support them whilst the complaint or appeal is being resolved.

All participants have the right to formally present their complaint or appeal in person and in writing.

All complaints or appeals will be recorded in writing onto the Complaints Reporting and Action Form. All complaints or appeals outcomes will be communicated back in writing explaining the reason of decision and outcome.

The steps in the complaints and appeals process are:

### Local Level Resolution

Any participant with a complaint or appeal is encouraged to firstly raise the matter directly with the other party concerned. A meeting should be requested, by the participant, at which time the matter in dispute can be raised and a resolution sought. In other words, talk directly to the person you have a problem with, and try to sort the problem out between you.

### Resolution by Trainer/Assessor

Should the matter remain unresolved following (a) or should (a) be considered inappropriate, the participant is encouraged to contact their trainer/assessor, who will help to sort out a solution. This may be by means of a mediated discussion or by talking individually with each person involved in the dispute.

### Resolution by the Training Manager

Should the matter remain unresolved following (b), or should (b) be considered inappropriate, the participant is encouraged to contact the Training Manager for consideration and due intervention, as necessary, in order to reach an objective solution to the matter in dispute.

If the trainer/assessor cannot find a suitable solution for you, or you are not comfortable involving them (for example, they may be the person you have an issue with), you may talk with the Training Manager about your concerns.

The Training Manager will ask you to put your concerns in writing (using a Complaints Reporting and Action Form), will review and help to resolve your concerns and will give you a written response to your complaint explaining the outcome including the reason for the decision.

### Resolution by Arbitration

Should the matter remain unresolved following (c), the Training Manager will appoint an independent arbiter to review the dispute and suggest an amicable solution. The cost of this arbitration will be borne by **Think Real Estate**..

## 10. Client Support, Welfare and Guidance Services Advice:

Think Real Estate will endeavour to assist you with matters of concern. Think Real Estate is committed to providing all its participants lifelong learning that will enhance their existing skill set. To this end Think Real Estate will provide the following support services:

- Guidance with literacy and numeracy including basic skills, report writing and note-taking.
- Referral to relevant agencies which offer vocational counselling and advice
- Advice on possible services of Government support, e.g. Austudy, JET subsidy for single supporting parents, Centrelink.
- Making arrangements for additional one-to-one tuition and/or advice where possible between participant and trainer/assessor.

The following contacts are provided for support of participants:

Australian Tax Office	13 28 61
Creditline	02 9951 5544
Moneycare Counselling Service	02 9299 6744
Welfare Rights Centre	02 9211 5300
Ethnic Communities Council	02 9319 0288
NSW Government Info Service	02 9743 7200
Legal Aid Help Line	1800 806 913
Women's Legal Resource	02 9749 5533
Interpreting Services	13 14 50

If you would like more information about any additional support services please contact Think Real Estate office.

### Language, Literacy and Numeracy

Think Real Estate will carry out an initial assessment of a participant's language, literacy and numeracy (LLN) skills by means of the completion of their enrolment form. This will provide Think Real Estate an understanding of a participant's possible LLN needs if required.

This is for the benefit of both parties. Think Real Estate will also ask participants to come forward if they are aware that they require special assistance. When problems are identified, action is taken to assist the participant, this being:

- Discussions between the participant and their trainer/assessor about the participant's particular needs
- Restructuring training delivery and assessment methods to suit these needs
- On-going support provided and progress monitored by their trainer/assessor, to ensure successful learning outcomes

If the participant requires further additional or specialist assistance, Think Real Estate will referring them onto a specialised LLN service provider such as Adult Multicultural Education Service.

All LLN issues are treated with understanding, discretion and confidentiality.

## 11. Legislation:

### Privacy

In accordance with the Privacy Amendment (Private Sector) Act 2000, Think Real Estate is committed to protecting your privacy and your personal information (QPP003).

It is necessary for Think Real Estate to collect personal information about you and does so by getting you to complete Think Real Estate enrolment form at your induction. The State Training Authority, NCVET and Think Real Estate will use the information gathered for statistical and reporting purposes. It may also be used to claim State and/or Commonwealth Government funding for your training. We will not disclose, sell or pass on your personal details in any way other than the purposes stated without your consent.

If at any stage your personal details change throughout the course of your training, inform your trainer/assessor so that your details can be amended, please use the Change of Circumstances Form (QFRM08). You have the right to access the personal information recorded at any time and provide any necessary corrections. Please contact your trainer/assessor.

A copy of our privacy policy will be provided to you and discussed at your induction. If you have not received this information please contact your trainer assessor or contact Think Real Estate.

### Discrimination, Bullying, Victimization and Harassment

Think Real Estate is committed to providing an environment for work and training that is free from discrimination, bullying, victimisation and/or harassment of any kind. Behaviour of this nature will not be tolerated in any form and will result in the immediate disciplinary action that may include expulsion from the course. This applies to both participants and Think Real Estate staff members.

Think Real Estate's Discrimination, Bullying and Harassment Policy is set in accordance with relevant state or territory anti-discrimination legislation.

Discrimination, bullying, victimisation and harassment is any treatment, directly or indirectly, of another person that causes that person distress or ill intent based on their:

- Racial authenticity
- Religion
- Physical appearance or peculiarities
- Cultural background
- Sexual preference
- Sex
- Age
- Social status
- Residence
- Education
- Or any other aspect of their person or circumstance

If you witness any incident of discrimination, bullying, victimisation or harassment you are expected to report it to your trainer or management of Think Real Estate.

If you feel you have been discriminated against, bullied, victimised or harassed you should:

- Discuss the issue with your trainer or the management of Think Real Estate

- Fill out the Incident Report Form.
- It is important that you come forward with any complaint you may have. This will ensure that your rights are protected and that other participants are also not subjected to the same discrimination, bullying, victimisation or harassing treatment.
- If you are not satisfied with the way in which your complaint was handled you may take it to an outside agency, such as the Human Rights and Equal Opportunity Commission or the Anti-Discrimination Board.

All complaints will be dealt with seriously and sympathetically. Confidentiality and privacy will be respected at all times.

### **Access and Equity Policy – for Enrolment in Training and Employment**

Think Real Estate, Think Real Estate staff, and Think Real Estate contracted staff are to adhere to the principles and practices of Equity in Education and Training.

Participants will be individually interviewed and assessed on their eligibility for the service being provided. Selection will comply with equal opportunity legislation. Participants will not be denied access to services where they are deemed eligible for such a service and where the organisation has the appropriate resources to provide high quality services. Complaints procedures have been put in place to ensure any concerns during training or employment placements, are dealt with immediately and appropriately (refer to the grievance form and induction process for Traineeships/Apprenticeships). As an Equal Opportunity Employer, Think Real Estate and its staff will treat every participant fairly and without discrimination in the training environment and/or in the workplace.

Staff and participants are bound by the Anti-discrimination Act, 1977, the Disability Services Act 1986, and the Affirmative Action (Equal Employment Opportunity for Women) Act, 1986. These are available free of charge on the WEB at <http://scaleplus.gov.au/>.

Training and employment services will be made available to all participants (and potential participants) regardless of race, gender, religion, age, marital status, physical or intellectual impairment, or sexual orientation. Support mechanisms are available to support the employer and participant. In accordance with the Sex Discrimination Act, 1984, sexual harassment will not be accepted in the workplace, or in the training environment. Professional Development of staff will be reviewed at least annually, aimed at addressing this and other discriminatory behaviours.

### **Occupational Health and Safety**

Whilst participating in this course you are to take responsibility for your own health & safety and that of the equipment provided to you and also that of your fellow participants.

You should ensure that you follow all guidelines related to the handling, repairing, lifting, operating and maintenance of any equipment you maybe required to use.

You should also ensure you take regular breaks from the computer to avoid headaches, eyestrain or backache.

Your trainer will inform you of Think Real Estate occupational health and safety policy and requirements including the process of reporting a health and safety breach and injury reporting.

As part of your course you will be trained in Occupational Health & Safety. This is a mandatory requirement of all nationally accredited Training Packages. The occupational health and safety training will last the entire length of your course and your trainer will at regular stages assess you in this area.

### **Occupational Health & Safety Act**

The provisions of the relevant state OH&S Act cover every place of work in the relevant state. These provisions cover both self employed people and visitors as well as employees and employers.

Employers must ensure the health, safety and welfare at work of their employees. Things employers must do to ensure this include:

- providing or maintaining equipment and systems of work that are safe and without risks to health
- making arrangements for ensuring the safe use, handling, storage and transport of equipment and substances
- providing the information, instruction, training and supervision necessary to ensure the health and safety at work of employees
- maintaining places of work under their control in a safe condition and providing and maintaining safe entrances and exits
- making available adequate information about research and relevant tests of substances used at the place of work
- Employers must not require employees to pay for anything done or provided to meet specific requirements made under the Act or associated legislation.
- Employees must take reasonable care of the health and safety of others. Employees must Co-operate with their employers in their efforts to comply with occupational health and safety requirements.

No person must:

- Interfere with or misuse things provided for the health, safety or welfare of persons at work
- obstruct attempts to give aid or attempts to prevent a serious risk to the health and safety of a person at work
- refuse a reasonable request to assist in giving aid or preventing a risk to health and safety
- You will find a copy of the relevant Occupational Health and Safety Act displayed in the workplace.
- WorkCover inspectors are given inspection powers for the purpose of the Act, including the taking of samples, and the carrying out of a range of tests. Inspectors can be accompanied by an employee's representative during an inspection, if requested.

### **Child Protection Legislation – Requirements**

Under the requirements of The Child Protection (Prohibited Employment) Act 1998 there are certain requirements that persons must meet when “working” with Children. Where a person wishes to “work” with or around Children this Act must be complied with.

The Child Protection (Prohibited Employment) Act 1998 makes it an offence for a person convicted of a serious sex offence (a prohibited person) or a Registrable Person under the Child Protection (Offenders Registration) Act 2000 to apply for, undertake or remain in, child-related employment. It does not apply if an order from the Industrial Relations Commission or the Administrative Decisions Tribunal, declares that the Act does not apply to a particular person.

Section 5 of the Child Protection (Prohibited Employment) Act 1998 defines a serious sex offence as an offence involving sexual activity or acts of indecency that was committed in NSW and that was punishable by penal servitude or imprisonment of 12 months or more even if the sentence was not served, or, an offence involving sexual activity or acts of indecency that was committed elsewhere and that would have been an offence punishable by penal servitude or imprisonment for 12 months or more if it had been committed in NSW.

Child-related employment means any employment that primarily involves direct contact with children where that contact is not directly supervised. Section 1 of the Child Protection (Prohibited Employment) Act 1998 specifies that child-related employment is employment:

- involving the provision of child protection services

- in pre-schools, kindergartens and child care centres (including residential child care centres)
- in schools or other educational institutions (not including universities)
- in detention centres (within the meaning of the Child (Detention Centres) Act 1987)
- in refuges used by children
- in wards of public or private hospitals in which children are patients
- in clubs, associations or movements (including of a cultural, recreational or sporting nature) having a significant child membership
- in any religious organisation
- in any entertainment venues where the clientele is primarily children
- as a babysitter or childminder that is arranged by a commercial agency
- involving fostering or other child care
- involving regular provision of taxi services for the transport of children with a disability
- involving the private tuition of children
- involving the direct provision of health services
- involving the provision of counselling or other support services for children
- on school buses
- at overnight camps for children.

Under this Act:

1. it is an offence for a prohibited person to apply for, undertake or remain in child-related employment
2. employers must ask existing employees, both paid and unpaid, and preferred applicants for employment to declare whether they are a prohibited person or not
3. all child-related employees must inform their employers if they are a 'prohibited person' or remove themselves from child-related employment. A prohibited person is someone who has been convicted of a serious sexual offence or, who has had a finding for a charge of serious sexual offence proven in court, even if a conviction was not recorded.
4. penalties are imposed for non compliance.

Child protection declaration, request, registration and consent forms are available from the Department of Education and Training.

## **12. Participant Conduct in Courses**

### **Attendance**

You are required to attend this course every day - promptly. You are also required to be on time for all classes and return from lunch and be ready to start as expected.

Should you be absent for illness you will need to present a doctor's certificate the day you return.

Prior consent for special absence due to extenuating circumstances may be granted. You should notify Think Real Estate immediately in this case.

### **Presentation**

You are entering a professional area. As such you are required to present yourself in a suitable manner at all times. E.g. thongs, singlets and short shorts are not considered as appropriate attire.

A well-groomed appearance, neatly presented clothing appropriate to the workplace is expected.

## **Behaviour**

It is important you are aware that certain types of behaviour will not be tolerated. You will not discriminate against any person because of their race, gender, sexual preference, background or religion.

You are required to work in a team and as such will endeavour to participate and actively contribute in all group work. You will aim to be considerate of your trainers and other persons with whom you come in contact with and will make an effort to foster co-operative and supportive relationships with your colleagues.

## **Mobile Phones**

Please switch off your mobile phone while in Think Real Estate's training venue. If you need to have your phone active please inform your trainer prior to the commencement of the day's classes and switch it to a silent/vibrate mode.

## **Cleanliness**

You are required to clear up after yourself and wash up your own cups, etc. It is expected that you will ensure your class areas are left clean and tidy and any rubbish is placed into the bins provided.

## **Smoking**

Think Real Estate is a smoke free learning environment. As such you are not permitted to smoke inside the buildings. You are permitted to smoke outside the building.

## **Disciplinary Process:**

Disciplinary requirements occur when the behaviour of a participant is deemed as unsatisfactory by an individual or group within the environment set by Think Real Estate. If the behaviour is considered to be of a standard below the guidelines of this handbook and instructions given by Think Real Estate Management / Trainer – Assessor then that behaviour is considered as Unsatisfactory Behaviour.

During the process when ever counselling occurs the counselling is to include:

- an identification of what the problem behaviour is,
- how the behaviour does not meet the guidelines as specified, and
- what is expected in the way of correct behaviour.

The Disciplinary process has three steps. These are as follows:

1. Where there is any breach in the expected behaviour of participants (as expected from the guidelines in this handbook) the participant will be firstly counselled by the Trainer for that program.
2. If the unsatisfactory behaviour is continued then the participant will be counselled by Think Real Estate CEO (or a designated supervisory person). At this stage Think Real Estate may deem it necessary to contact the funding sponsor for the program.
3. If the unsatisfactory behaviour continues then the participant will be considered for removal from the program. At this stage Think Real Estate may deem it necessary to contact the funding sponsor for the program.

## **13. Emergencies:**

A copy of the Emergency Procedures in Case of Fire and Evacuation is on display.

If there is a fire on the premises you must follow the procedures below:

**SIGNAL:** Tell the staff there is a fire

The staff will call 000 if it is safe to do so and provide details:

- Name and address
- Location of fire
- What is burning
- Staff person's name

## **Evacuation Procedures**

### **UPON THE DIRECTION OF THE STAFF:**

- Ensure no-one enters the fire area
- Evacuate all walking people first, wheel-chaired people, then staff
- Check all toilets, rooms, if it is safe to do so
- Everyone meet at a location designated on the wall chart displayed
- Take a roll call
- Meet the fire brigade when they arrive on site

You are required to follow any instructions given to you by the staff in the case of emergency.

## **14. Participant Induction**

Participant induction will be undertaken on commencement of training and assessment for all courses and qualifications provided by Think Real Estate. The induction process includes detailed explanations of the following:

1. Name and contact details of Think Real Estate
2. Course content and time table
3. Self Assessment and RPL/RCC process
4. Required Participant behaviour
5. Fee details & invoicing
6. Contact details for absenteeism or other issues
7. AVETMISS Statistical Reporting
8. Record keeping and access to files
9. Assessment Procedures & Evidence Collection
10. Qualifications to be issued
11. Complaints Procedures
12. Training plan

## **CANCELLATION Fees and Refund Policy.**

Think Real Estate has a Policy in regard to Cancellations and the Refund of fees. The Guidelines for the Refund of Fees is set down on page 7 of the Student Handbook available on the web site.

Under that Policy if in Think Real Estate's opinion, the participants 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, then Think Real Estate will refund the full tuition fee and any other fees and charges paid by or on behalf of the participant. If a participant withdraws from only part of a course, or if only part of the course is cancelled, Think Real Estate will only refund the portion of the tuition fee and materials fee applicable to that part of the course.

The following examples are indicative of **appropriate** circumstances for granting a refund:

- Extended hospitalisation or illness (two week period minimum) supported by a medical certificate and resulting in extended absence from training.
- Childbirth.

The following examples are indicative of **inappropriate** circumstances for granting a refund:

- Too busy
- job change
- change in work hours
- inconvenience of travel to class
- moving interstate
- retrenchment

In regard to specific courses, subject to the above, the following Refund Policies apply where a participant withdraws from the course or does not attend:-

### **CPD WORKSHOPS**

All fees must be paid at the time of booking the course which is done by completing the "Booking Sheet". Once enrolment is completed, paid fees will be refunded as follows:

- If the course is cancelled or postponed a full refund of the course fee will be given.
- If the student cancels 3 days or more before the course date a full refund will be given
- If the student cancels 2 days or less before the course date no refund will be given. The student may transfer to another course date or complete the course via distance learning.
- If a student does not attend a course they are booked into, and they do not advise Think Real Estate before hand, no refund will apply, however the student may transfer their booking to another course or undertake the course by correspondence. If the student undertakes the course by correspondence and the fee is less than the fee being charged a refund of the difference will be refunded to the student.

### **COURSE IN PROPERTY PRACTICE**

#### **a. In-Room Course:**

A deposit or the full fee can be paid at the time of booking the course which is done by completing the "Enrolment Form". If a deposit is paid on enrolment, the balance of the funds must be paid on or before the first day of the course. Once enrolment is completed, paid fees will be refunded only as follows:

- If the course is cancelled or postponed a full refund of the course fee will be given.
- If the student cannot attend the course and written notice is given more than 7 days of the course commencement date, a full refund will be given less an administration fee of \$95.00.
- If the student cannot attend the course and written notice is given less than 7 days prior to course date a fee of 75% of the full price will be charged and the remaining 25% will be refunded to the student.

- However, the student may elect to transfer their booking to another course date (transfer can only be done by completing a course within six months of cancellation). No extra charge will be made if the transfer is accepted.

**b. Distance Learning Course:**

- If the student wishes to cancel their booking a full refund will be available less an administration fee of \$50.00 if cancellation is requested before any learning material is despatched.
- If the student wishes to cancel their booking and learning material has been despatched, no refund will be given, however the booking can be transferred to another person. It will be the responsibility of the person who made the original booking to collect any monies from the person they are transferring the booking to. If any additional training material needs to be resent to the new student a fee of \$75.00 will be charged.
- Transferring enrolment will need to be done in writing and sent to Think Real Estate with original student's name, address and contact details. It will also need to state the new students full name, address and contact details who the enrolment is being transferred to. This letter must be signed by initial applicant.

**LICENSING COURSE**

- If a Think Real Estate assessor needs to assess you under Recognition of Prior Learning an non- refundable processing fee must be paid at the time of booking which is done by completing the application form.
- If RPL has been processed, no part of the processing fee will be refunded if the student chooses not to proceed with the course. A "Certificate of Competency" will be issued for the subjects assessed. If competency is not recognised then a statement to that effect will be issued, along with the reasons why competency was not given.
- If the student wishes to proceed with the course the processing fee will be deducted from the total fee payable, which will be set out in the Fee quotation provided to the student.
- If a student not to proceed once course notes have been despatched, an additional fee of 25% of the full fee applicable will be withheld. (NOTE: If the course notes are returned in tact in a reusable condition, the 25% fee may be refunded at the discretion of Think Real Estate Compliance Manager). If the student has paid more than 25% of the full fee, the balance of that money will be refunded.

**OTHER TRAINING COURSES**

For all other training courses, fees are payable at the time of booking. Once enrolment is completed, paid fees will be refunded as follows:

- If the course is cancelled or postponed a full refund of the course fee will be given.
- If a student cannot attend the course and they do not advise Think Real Estate within 5 days of the course, no refund will apply, however the student may transfer their booking to another course.

The above refund policies are subject to review. If the student disagrees with the ruling given by Think Real Estate they may appeal to the Compliance Manager and such appeals are subject to Think Real Estates Complaint and Appeals process.



## QFRM06 – Participant Withdrawal Form

If you are leaving the course before the course end date, please complete this form and either hand to your trainer, or post to:

**Think Real Estate**

**PO Box 4026, KOGARAH Bay NSW 2217**

***Your Certificate and Transcript will be posted to the address nominated below.***

*Participant Name:* \_\_\_\_\_

*Street Address:* \_\_\_\_\_

*Suburb:* \_\_\_\_\_

*State and Post Code:* \_\_\_\_\_

*Contact phone number:* \_\_\_\_\_

*Participant Signature:* \_\_\_\_\_

*Name of Course:* \_\_\_\_\_ *Date:* \_\_\_\_\_

*Please tick the reason for withdrawing from the course and add the required information*

*Gained Full Time Employment:* \_\_\_\_\_

*Gained Part Time Employment:* \_\_\_\_\_

*Employed as a Participant:* \_\_\_\_\_

*Employer's Name:* \_\_\_\_\_

*Employer's Address:* \_\_\_\_\_

*Employer's phone number:* \_\_\_\_\_

*Other Training:* \_\_\_\_\_

*Course Name:* \_\_\_\_\_

*Training Organisation:* \_\_\_\_\_

*Other reason:* \_\_\_\_\_

*Participant Signature and Date:* \_\_\_\_\_