



Course Terms and Conditions

1. Enrolment process

- a. Candidates who want to enrol in nationally recognised qualifications offered by Management Consultancy International Pty Ltd (MCI, MCI Institute) are required to complete an application form or an enrolment form.
- b. All candidates must meet entry and eligibility requirements, as outlined in the MCI's Student Entry Procedure.
- c. Entry and eligibility requirements are checked before enrolment and they may include, but are not limited to:
 - Language, Literacy and Numeracy (administered through a Language, Literacy and Numeracy (LLN) test):
 - Computer Literacy assessment;
 - Pre-requisite specified by the nationally recognised Training Packages;
 - Relevant work experience and/or previous qualifications;
 - Residency status.
- d. Candidates who meet the entry and eligibility criteria will receive an Offer Letter informing them about securing a place in a selected course.

2. Fees and Charges

- a. MCI publishes course fees on its website.
- b. MCI offers the following payment options:
 - Up-front payments (Fee for Service arrangements)
 - Payment plans (Fee for Service arrangements)
 - Access to government-subsidised training (further terms and conditions apply)
- c. In order to protect fees collected from individual students, MCI maintains a Tuition Assurance Scheme. The Statement of VET Tuition Assurance can be found on MCI website.

3. Changes to VET FEE-HELP arrangements

- a. From **31 December 2016** students will not be able to enroll in VET FEE-HELP enabled courses with Management Consultancy International.
- b. VET FEE-HELP scheme will cease on 31 December 2016
- c. Students currently financing their studies through a VET FEE-HELP loan will not be automatically transferred to the new VET Student Loans program.
- d. Current continuing student accessing VET FEE-HELP, will have the option to continue accessing VET FEE-HELP until 31 December 2017.
- e. Later this year, the students will need to let the Australian Government Department of Education and Training know that they wish to continue to access VET FEE-HELP by completing an online form which will be available on the department's website.
- f. The department will contact the students personally when the online form is available and explain the next steps.
- g. If the students do not let the department know they would like to continue, their access to VET FEE-HELP will cease 31 March 2017.

4. Recognition of Prior Learning (RPL) / Recognition of Current Competencies (RCC)

- a. RPL/RCC is an assessment pathway that allows a student to achieve competency in a unit or units of competency through assessment only (no training).
- b. Candidates for RPL/RCC must have suitable experience in life and/or work relevant to the chosen competency and be able to support this through document evidence.
- c. Student can apply for RPL/RCC by lodging an application form.

5. Credit Transfer (CT)

- a. Credit Transfer (CT) is a form of a national recognition that allows students to receive credit for previous study undertaken.
- b. Students can apply for a CT by lodging an application together with a certified copy of their certification documentation issued by any other RTO or AQF authorised issuing organisation, such as a university.

6. Fair treatment and equal opportunity

- a. MCI applies access and equity principles across all its operations in order to:
 - i. Promote full and equal participation of students in its courses;
 - ii. Foster an environment free of discrimination and harassment;
 - iii. Assist students to identify and achieve their desired outcomes.
- b. The above undertakings do not prevent MCI assessing students or potential students against published entry and eligibility criteria and/or providing reasonable adjustments to assist students with a special needs.


7. Support services

MCI supports student by offering a free of charge access to the following:

- a. A team of mentors with the goal of encouraging and motivating students to complete their course
- b. The Student Well-Being Officer, who provides professional counselling to students challenged by personal issues which impact their student experience and studying capabilities.
- c. The Career Development Officer (CDO) who is responsible for the career development and support of MCI students.

8. Complaints and grievances

- a. Students can lodge a complaint if they are not satisfied with the quality of training and assessment services provided by MCI. A complaint can be about:
 - i. course and enrolment advice and any other information provided to students;
 - ii. training (classes, lessons, materials);
 - iii. assessment process;
 - iv. issuance of Certificates and/or Statements of Attainment;
 - v. handling of students' personal (including sensitive) information
 - vi. Work Health and Safety or
 - vii. fair treatment and equal opportunity

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- b. Complaints can be lodged in a variety of formats, including submitting a complaint form, link to which is available in MCI's Complaints, Grievances and Appeals Procedure.
 - c. MCI endeavours to address complaints within 10 business days. Where more than 60 calendar days will be required to process and finalise the complaint or appeal, MCI will inform the complainant or appellant in writing, including reasons why more than 60 calendar days are required.

9. Reasonable Adjustments

- a. An adjustment is a measure or action taken to assist a student with a special need or facing language, literacy or numeracy issues, in order to participate in training on the same basis as other students.
- b. Students are encouraged to contact MCI regarding any special needs and apply for the adjustments by lodging an application form together with any applicable evidence. MCI will implement adjustments that are deemed necessary and reasonable.

10. Assessment & Assessment Appeals

- a. Students are required to submit assessment tasks on time.
- b. For each assessment undertaken, a student will receive either a Competent (C) or Not Yet Competent (NYC) result.
- c. Assessment evidence must be the student's own original work. Any work found to be copied from another student or taken from a source without reference will be deemed Not Yet Competent.
- d. If a student is deemed NYC, the student will be provided with feedback from the assessor and given the opportunity to resubmit the assessment.
- e. Students have the right to lodge an assessment appeal if they do not agree with an assessment decision in accordance with the MCI's Assessment Re-Mark and Assessment Appeal Procedure.

11. Unique Student Identifier (USI)

- a. A Unique Student Identifier (USI) allows an individual to see all of their training results from all providers including all completed nationally recognised training units and qualifications.
- b. All students must provide MCI with their USI or a permission to create a USI on their behalf in order to be issued with a Qualification or a Statement of Attainment at the completion of their studies.

12. Qualifications & Statements of Attainments

- a. Upon completing a course, a student may be awarded:
 - a nationally recognised Qualification for successful completion of all required units of competency
 - a nationally recognised Statement of Attainment for successful completion of at least 1 unit of competency

- b. Qualifications are issued within 30 calendar days of the student being assessed as meeting all the course requirements, holding a verified USI and providing all agreed fees the student owes to MCI have been paid.
- c. Qualifications and statements of attainment issued by MCI have a unique qualifications number and are embossed (hard copies only) to prevent fraudulent reproduction of certification.
- d. Issued qualifications can be collected in person, emailed or mailed to the student.
- e. If a student loses or misplaces their testamurs, they may request a re-issue of the testamur at no cost.

13. Academic Progression

- a. MCI monitors and assesses the academic progress of all students to ensure that student achievement and retention is consistent with our educational objectives.
- b. Monitoring and assessing the academic progress is conducted in line with the MCI's Academic Progression Policy and Procedure.
- c. At the end of the semester study period or course end date, the student who have not successfully completed the unit(s) of study will be required to repeat the unit(s) of study and pay additional fee. Please refer to Academic Progression Policy & Procedure for more information.

14. Students' rights and responsibilities:

- a. MCI students have the rights to:
 - i. Receive all information about training and assessment services offered by MCI, including information about any third parties involved in the training and assessment
 - ii. Study in conducive and supporting environment and access any support services offered by MCI
 - iii. Receive information about any changes that may affect the services provided by MCI, including a change in ownership of MCI
 - iv. Lodge a complaint and/ or appeal in line with MCI's Complaints Grievances Policy and Procedures published on the MCI website
 - v. Made an informed decision about enrolment into a nationally recognised qualification with MCI in line with the Consumer Law. For further information about your rights as a consumer, please visit the Australian Competition and Consumer Commission website.
- b. MCI students must not
 - i. Engage in any type of discrimination, harassment or bullying or online misconduct
 - ii. Display any behaviour that may impact on the health, safety and wellbeing of others
 - iii. Cause damage or destruction to MCI's property
 - iv. Engage in any academic misconduct, such as cheating or plagiarism that may impact academic integrity of services offered by MCI

- c. Disciplinary action will be taken against a student who displays the items in point 14
- b. The disciplinary actions may include suspension or withdrawal from the course without rights to apply for a refund (if applicable).

15. Student ID number

- a. MCI issues each student with a unique student ID number. This number appears on an Offer Letter, Student ID Card and Student Qualification.
- b. Student should keep their student's ID number confidential.
- c. MCI applies various methods of student's authentication, such as requesting the student ID number, before releasing information to a student.

16. Course extension

A student seeking to extend their course end date must complete an extension application form as per MCI Semester Extension Procedure.

17. Deferral

- a. Students who wish to defer their training are encouraged to speak to a course advisor about their concerns regarding their training.
- b. If a student decide to proceed with the deferral the student must complete deferral application form as outlined in MCI Deferral Procedure.
- c. MCI reserves a right to defer a student if the student did not provide MCI with documents required to commence a course.
- d. Such a deferral can be only made once and the course start date can be only deferred until the next available course start date.
- e. Course start dates are published on MCI Institute website.

18. Withdrawal

- a. If a student want to discontinue their training the student must complete a withdrawal form as outlined in the MCI's Withdrawal Policy .
- b. Students who requested a VET FEE-HELP loan **before 31 December 2016** and decided to withdraw from the course before or on the census date in accordance with the MCI's Withdrawal Policy will not incur VET FEE-HELP debt
- c. MCI will provide the student with any applicable fee refund and issue a Statement of Attainment for any successfully completed units of competency providing all agreed fees the student owes to MCI have been paid.

19. Refunds

- a. Fee for Service student and who signed agreement, that comes under the Cooling Off period, a full refund will be given if the request is made within the required 10 business day period.
- b. Cooling Off Period is a statutory 10 business days relating to newly-unsolicited contracts that allows the client who signs up for an educational service a period of

time (after the contract has been signed) to terminate the agreement without penalty.
For example:

- door-knocking households and offering to sell products or services, or inviting consumers to switch to a different service provider
 - telephoning consumers and offering to sell products or services
 - approaching consumers in the common area of a shopping centre and offering to sell products or services
 - leaving a missed call message on an answering machine for the consumer to respond.
- c. The 10 day Cooling Off period commences on the next business day following the signing of the agreement.
- d. Cancellations received with less than 10 business days' notice are not entitled to a refund.
- e. A request for full refund will be approved if that written cancellation is received within 10 business days prior to the start date.
- f. Students enrolled in VET FEE-HELP enabled courses **before 31 December 2016**
- i. Students who withdraw from VET FEE-HELP enabled courses before or on census date will receive full refund of tuition fees paid upfront and will not incur a VET FEE-HELP debt.
 - ii. Students who withdraws from VET FEE-HELP enabled courses after the census date for a VET unit of study may apply for special consideration in line with the Re-crediting VET FEE-HELP Balance Procedure

20. Privacy

- a. MCI collects, holds, uses and discloses personal information (including sensitive information) to deliver training and assessment services in accordance with the Privacy Act 1988, the Australian Privacy Principles and requirements laid down in MCI's contracts as a service provider to the Commonwealth Government.
- b. MCI is required by law to report and release students' personal information and training and assessment records and outcomes to regulatory bodies, such as ASQA or government agencies, such as the Department of Education or the National Centre for Vocational Education Research (NCVER).
- c. MCI may be required to release information about students' academic progress to other parties, such as: employers, Job Services Australia providers, third parties delivering services on behalf of MCI (such as Educational Agents).
- d. Students have a right to access personal information that MCI holds about them as well as a right to update or correct the information.
- e. MCI is given your consent to forward your personal and/or qualification details to third parties such as but not limited to other Registered Training Organisations (RTO) and Universities for the purpose of finalising your course enrolment.

21. Record Keeping

- a. MCI stores the following records for each student:

- Documented evidence of student participation in training and assessment for a period of at least 6 months following the completion of training.
 - Records of qualifications issued and unit of competency attained for a period of 30 years.
- b. MCI maintains student privacy and stores all records and information securely.
 - c. Students have the right to access their records and personal information at any time.
 - d. MCI verifies students' identity each time students request personal information or information about their training progress, outcomes, course fees and other course related matters over the phone.

22. Copyright and Intellectual Property

- a. MCI owns or has the right of use of all course materials, content, assessments, online courses, handbooks, policies, procedures, business practices, and other intellectual property you will be exposed to throughout your course.
- b. All materials are to remain for the explicit use of the enrolled student and must not be distributed to any other parties.
- c. Students are only permitted to use their course materials and content for the purpose of completing the course they are enrolled in.


23. Health and Safety

- a. MCI's training facilities have fire and emergency evacuation procedures and first aid kits. Further assistance is available from the First Aid Officer.
- b. Any accident or incident must be reported immediately to the trainer or a MCI's staff member.

24. Other Legislation and Regulations

MCI complies with all relevant Commonwealth and State regulatory bodies, legislation and regulations. The requirements that may affect the students' rights and responsibilities include, but are not limited to:

- Equal Opportunity Act 2010
- Human Rights and Equal Opportunity Commission Act 1986
- Racial Discrimination Act 1975
- Sex Discrimination Act 1984 (also Sex and Age Discrimination Legislation Amendment Act 2011)
- Disability Discrimination Act 1992
- Age Discrimination Act 2004 (also Sex and Age Discrimination Legislation Amendment Act 2011)
- Privacy Act 1988 and Australian Privacy Principles
- Spam Act 2003
- Work Health and Safety Act 2011
- National Vocational Education and Training Regulator Act 2011
- Standards for Registered Training Organisations 2015
- Australian Qualifications Framework (AQF)

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- Higher Education Support Act 2003
 - Competition and Consumer Act 2010

Further information can be found in **MCI's student handbook and policies and procedures** published on MCI's website via email: info@mciinstitute.edu.au or over the phone on 1300 333 435.

MCI reserves the right to change these Terms and Conditions from time to time. Students will be informed of any changes to legislative and regulatory requirements that affect the services delivered.