



AUSTRALIAN COLLEGE OF
ENVIRONMENTAL
— STUDIES —

STUDENT HANDBOOK

(Version 2, 2022)

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OUR COMMITMENT

Welcome to the Australian College of Environmental Studies (ACES). To ensure you receive the highest quality education and a positive learning experience, we aim to provide you with a high level of service, support, training delivery and resources.

Our courses will provide the knowledge and the skills required to be a professional consultant and help you see and learn things you have perhaps never considered before. As a result, your perspective about the built environment will change. Never again will you be able to walk into a building without noticing the stale air, chemical smells, furniture placement, its lack of vitality and fatigued-looking occupants. Your work as a consultant will improve the health of families and, as an industry, provide great benefits to the community at large.

ACES is privileged to have teaching staff with excellent qualifications and years of extensive industry experience. They undertake work in their fields of expertise in order to keep up to date with industry needs and are well networked.

This handbook introduces you to the college policies, procedures and guidelines and will assist you to get the most benefit from the course and reach a successful outcome. ***It is important that you read and understand the information contained in this handbook before you commence the course*** and download the most current version (www.aces.edu.au under ENROL tab). Failure to follow college procedures and guidelines could mean you do not achieve your goals or may even result in termination of your enrolment.

Feel free to ask our staff any questions regarding the content in this handbook or any other matter relating to enrolment and the course. You will also find further helpful information on our website.

We wish you well in your studies and remember we are here to help you succeed!



Nicole Bijlsma
Chief Executive Officer
PhD (pending), ND, BHScAc(HONS), Grad Dip OHS, Dip Building Biology

STAFF

The staff are here to assist you with any query you have in relation to your training at the college.

Chief Executive Officer: Nicole Bijlsma (nicole@aces.edu.au)

Admin Manager: Sandy Lynch (sandy@aces.edu.au)

Trainers: Our trainers and industry specialists are profiled on our website [HERE](#). Your trainer's name and contact details will be provided when you enrol in a subject. The trainer's belong to a professional association that require them to undergo ongoing professional development. You can be assured of up-to-date methods being utilised by our trainers.

Trainers employed by ACES must meet Australian Government accreditation requirements and have as a minimum:

- TAE40116 Certificate IV in Training and Assessment – a nationally accredited teaching qualification
- The qualification/s or competencies equal or higher to those they are training and assessing
- Demonstrated current industry skills and knowledge directly relevant to the training/assessment they deliver
- Continued professional development of their knowledge and skills of Australian Vocational Education and Training (VET) and the Australian Qualifications Framework (AQF)
- Any special qualification/s and experience relevant to the curriculum they are training and assessing.

COLLEGE CONTACT DETAILS

Students are encouraged to contact the college via one of the following methods:

Telephone: 1300 889 845
E-mail: info@aces.edu.au or sandy@aces.edu.au
Website: www.aces.edu.au
Postal address: PO Box 188, Warrandyte. VIC. 3113
Head office: Unit 4 / 653 Mountain Hwy, Bayswater. VIC. 3153

Our *office hours* are 9am to 5pm by appointment. We are closed on public holidays and during the Christmas period (Xmas eve to mid-January). Live ZOOM meetings are conducted in the evenings (6pm to 9.30pm) and field training will be conducted between 9am and 5pm on weekdays or weekends. Please send all correspondence to the college postal address.

Contact details for Administration, Moodle, Certification and/or IT Issues:

Contact Sandy Lynch: sandy@aces.edu.au

TIMETABLES

Timetables are published on our website (www.aces.edu.au)

STUDENT CONTACT DETAILS

It is a requirement that we have your correct name and contact details while you are enrolled with us. If you change your contact details, please let us know as soon as possible. ACES cannot accept responsibility for not advising students of changes or latest information if they have not updated their contact information.

ACCREDITED COURSES

The courses have been developed to provide the knowledge and the skills to become a competent and professional consultant and are *not* designed to enable students or graduates to become trainers/educators in this field. ACES currently offers two nationally accredited courses:

(10189NAT) Certificate IV in Feng Shui

(10913NAT) Advanced Diploma of Building Biology

Accredited courses and the units of competency which make up the course are allocated national codes which are listed on the government's national register website (training.gov.au). They include (10189NAT) Certificate IV in Feng Shui and (10913NAT) Advanced Diploma of Building Biology. Each subject is aligned to a unit of competency (UOC) which has been accredited by the Australian Skills Quality Authority(ASQA).

The nationally accredited Certificate IV in Feng Shui course is recognised by the Association of Feng Shui Consultants (AFSC) and the International Feng Shui Association (IFSA). The Feng Shui course consists of six subjects: five core and one elective. Three subjects are held online: Feng Shui Foundations, Healthy Home and the elective subject, either Chinese Astrology Foundations OR Business Smarts. Online subjects can be started at any time of the year. Three subjects - Advanced Feng Shui, Sacred Space and Geomancy - are conducted online (zoom) on Wednesday evenings. Note: students must successfully complete the Feng Shui Foundations subject online *before* they are eligible to enrol in the Advanced Feng Shui subject.

The nationally accredited Advanced Diploma of Building Biology course is recognised by the Australasian Society of Building Biologists (www.asbb.org.au) and consists of eleven subjects: ten core and one elective. Eight subjects are available online and students can enrol in these at any time of the year. The remaining three on-campus subjects: Air Sampling, Electrobiolgy and Mould Testing involve zoom sessions PLUS 12 weeks of self-directed online training PLUS field training. Note students must successfully complete the Air Pollution and Electricity Fundamentals subjects prior to enrolling in the Air Sampling and Electrobiolgy subjects respectively.

This accreditation confirms that these courses are:

- Nationally recognised
- Meet an established industry, enterprise, educational, legislative or community need
- Provides appropriate competency outcomes and a satisfactory basis for assessment
- Meet national quality assurance requirements
- Aligned appropriately to the AQF where it leads to a qualification.

Subject and Unit Mapping Guide

ACES courses are made up of several Unit of Competencies delivered under a number of subject headings. The tables below show the mapping between the subject titles and the Units of Competency. All college course resources are reviewed regularly to ensure validity and currency against industry best practice.

(10913NAT) Advanced Diploma of Building Biology

The nationally accredited Building Biology course consists of eleven subjects - ten core and one elective (four elective subjects to choose from):

Subject	Core / Elective	Unit of Competency	
		Unit Code	Title
Advanced Mould Testing	Elective	NAT10913009	Conduct a scope of works to remediate a water-damaged building
Air Pollution	Core	NAT10913001	Conduct an indoor air quality assessment
Air Sampling	Core		
Building Materials	Core	NAT10913004	Apply building biology principles to assess and recommend building materials
Business Skills	Elective	BSBESB401	Research and develop business plans
Children's environmental health	Core	NAT10913006	Create a healthy home for children
Design a healthy home	Core	NAT10913007	Apply building biology principles to design a healthy home
Electricity Fundamentals	Core	NAT10913002	Conduct an electromagnetic field assessment
Electrobiology	Core		
Feng Shui Foundations	Elective	CFSFCA401	Conduct a form and compass school assessment
Geomancy	Elective	CFSGEO401	Conduct a geomancy assessment
Mould Testing	Core	NAT10913005	Conduct an assessment of a water-damaged building
Research Methods	Core	NAT10913008	Conduct a literature search to identify and critique sources of information
Water Pollution	Core	NAT10913003	Conduct a drinking water assessment

For more detail regarding the knowledge and skills taught in each subject in the Advanced Diploma of Building Biology, download the Unit of Competency available from the ACES website.

(10189NAT) CERTIFICATE IV IN FENG SHUI

The nationally accredited Feng Shui course consists of six subjects - five core and one elective (two elective subjects to choose from):

Subject	Core	Unit of Competency	
		Unit Code	Title
Advanced Feng Shui	Core	CFSFSA401	Conduct a flying star school assessment
Chinese Astrology Foundations	Elective	CFSCAR401	Conduct a Chinese astrological reading
Create a Sacred Space	Core	CFSSSA401	Conduct a sacred space assessment
Feng Shui Foundations	Core	CFSFCA401	Conduct a form and compass school assessment
Geomancy	Core	CFSGEO401	Conduct a geobiology assessment
Healthy Home	Core	CFSHHH401	Identify health hazards in the home
Business Smarts	Elective	BSBSMB301	Investigate micro business opportunities
		FNSFLT401	Be money smart through a career in small business

For more detail regarding the knowledge and skills taught in each subject in the Certificate IV in Feng Shui, download the Unit of Competency available on our website.

NON-ACCREDITED COURSES

The College also offers a variety of non-accredited short courses including Electromagnetic Field-Testing Technician, Mould Testing Technician, and Building a Healthy Home course. Refer to the [ACES website](#) for further details. Note these subjects (units) are part of the nationally accredited Advanced Diploma of Building Biology.

FLEXIBLE LEARNING AND ASSESSMENT

Courses are delivered in a range of ways from self-directed online learning, live zoom classes and field training. The ACES online platform uses MOODLE software. In the event a student is unable to undertake the assessment in its normal style/format, the college will attempt to provide assessment options based on each individual's needs. Whilst the college will make every effort to accommodate the special needs of individuals as a matter of ethical conduct, it will not enrol a student if it is clear or becomes evident that it would be impossible for the student to successfully complete a particular course.

REASONABLE ADJUSTMENT

Where it has been identified on the enrolment application, through Pre-Course and Language, Literacy & Numeracy (LLN) documentation and/or in student consultation before the commencement or during a student's training that reasonable adjustment is required, ACES will consult with the student on what reasonable adjustment can be provided. All reasonable efforts will be made to ensure a good outcome for the student. Reasonable adjustment will be agreed

upon between the student and ACES which will be documented in an *Academic Training Support Plan* and signed by both parties. An adjustment is reasonable in relation to a student with a disability if it balances the interests of all parties affected. In assessing whether a particular adjustment for a student is reasonable, ACES has regard to all the relevant circumstances and interests, including the following:

- The student's disability;
- The views of the student or the student's associate;
- The effect of the adjustment on the student, including the effect on the student's:
 - o Ability to achieve the learning outcomes; and
 - o Ability to participate in courses or programs; and
 - o Independence.
- The effect of the proposed adjustment on anyone else affected, including ACES, personnel and other students; and
- The costs and benefits of making the adjustment.

If a student cannot meet the inherent requirements, even with adjustments, then they cannot complete the course. Furthermore, reasonable adjustments must not cause unjustifiable hardship on the RTO. Also refer to the [Access and Equity Policy](#).

PRE-COURSE AND SUBJECT INFORMATION

Students are encouraged to download the [Enrolment Information](#) including details of pre-requisite subjects, learning strategies, resources provided and required, assessment requirements, time frames and attendance commitments from the ACES website. Students are required to complete the 1. [Enrolment Form](#) prior to starting the course and undertake a 2. [Pre-course Review](#) to determine whether applicants have the appropriate literacy and numeracy skills to enable a successful outcome in their chosen course. If pre-entry criteria apply to your course, including specific knowledge or skills, you will be assessed by appropriately qualified staff. Once assessed, you will be contacted by the college to finalise your enrolment. If your Pre-Course Review is not successful the Chief Executive Officer will contact you to discuss your options.

REQUIRED LANGUAGE, LITERACY AND NUMERACY (LLN)

Courses are delivered in a range of ways to allow for various adult learning styles to be accommodated and include self-directed online training, live zoom sessions and field training. A range of assessment tasks are used to assess competence, including online quizzes, questionnaires, checklist, reports, essays and practical demonstrations. In the event that a student is unable to meet the assessment criteria, ACES will attempt to provide alternative learning and assessments options based on each individual's needs. Whilst the college will make every effort to accommodate the special needs of individuals, as a matter of ethical conduct it will not enrol or continue a student in a course if it is clear or becomes evident that it would be impossible for the student to successfully complete a particular course.

ENROLMENT

ACES assesses all potential student enrolment applications to ensure they meet the enrolment requirements of the course and to confirm a student's ability to complete the requested training product. Where reasonable adjustment is required, ACES will follow the reasonable adjustment section of the [Access and Equity Policy](#) and the reasonable adjustment section of this document. This involves but not limited to creating the *Academic Training Support Plan* prior to enrolling a student into a subject. Where the enrolment of the student would require unreasonable adjustments to the course program, the student's admission for enrolment will not be processed. Decisions on the acceptance or otherwise of student enrolment applications are free from bias and discrimination.

CONFIRMATION OF ENROLMENT

A student's enrolment application into a course program is accepted and enrolment confirmed once:

- All pre-enrolment information has been provided and discussed;
- Student identity has been confirmed;
- Enrolment information collection has been completed and confirmed;
- Course entry requirements and admission requirements have been reviewed and confirmed;
- Any final Pre-Course & LLN Review processes are conducted; and
- Applicant Interview (phone) has been conducted by the Chief Executive Officer

The Chief Executive Officer will email student confirmation email once payment has been received. This confirmation contains subject and log in into Moodle details, as well as information on due dates for assessments, zoom and field trip details (if applicable) and trainer contact details. The student will then receive a Welcome email from their trainer.

STUDENT DIGITAL LITERACY

ACES courses are primarily delivered online and we are committed to providing the highest quality learning experience for students using our innovative MOODLE platform software. ACES will assess your level of digital literacy by having you complete the Pre-enrolment Form, Pre-course, Language & Literacy Review and induction phone interview with the CEO. We will then discuss the outcome and make recommendations in the areas identified as requiring additional support. Refer to our [Online Services Standards](#).

FIELD TRIPS AND LIVE ZOOM SESSIONS

Online zoom sessions are compulsory. Students may only miss up to 3 hours of online zoom sessions for any given subject. Students are required to have access to a personal computer or digital device with internet connectivity, camera and audio capability when participating in zoom sessions. It is a requirement, that the camera remains on throughout the duration of the session as evidence of the student's participation in the course. Dates of zoom sessions and field training are listed on the ([Building Biology Timetable](#) or [Feng Shui Timetable](#)) on the ACES website. Under no circumstances are persons not enrolled in the subject permitted to participate or access the zoom meeting. If evidence comes to light unenrolled persons had access to the zoom sessions without prior permission from ACES, disciplinary action may be taken.

Field trips are compulsory. Field training will not exceed 8 hours in any one day and is normally conducted in an actual client's home. Details of the home will be provided at least one week prior to the field trip. Any practical fieldwork/excursions that are not part of the timetable or not supervised and authorised by the CEO of the college, are not covered by the College insurance policy. In these cases, the College recommends that each student takes out their own insurance to cover them against any negligence that may arise outside of the college. Refer to the relevant associations (ASBB, IFSA or AFSC) for insurance information.

FIELD-TRAINING MISSED

Field training is compulsory for the Electrobiography, Mould Testing and Advanced Mould Testing subjects. Students who are unable to attend the field training, or did not attend the field training, have the following options available to them and need to notify the college in writing (email) as to which option they wish to proceed with:

1. Students who do not turn up to a field trip and do not notify the college they will be absent, will be withdrawn from the subject and will need to re-enrol (50% cost to re-enrol).
2. Students who notify the college they will not be attending the field trip with less than a week's notice before the field trip (regardless of the reason), may transfer into the next available field trip on the following conditions: they provide a medical certificate (if they are sick) or sufficient

reasoning (eg close COVID contact must provide evidence, travel restrictions must provide a screenshot of their local health department website...). The cost to transfer to another field trip is \$150. This option is made on the condition they attend the next available field trip stated on the [timetable of the ACES website](#). In the event a student does not attend the second field trip (regardless of the reason), the student will be withdrawn from the subject (50% cost to re-enrol).

3. Restorers and remediators who have extensive experience in the mould remediation industry who have their own equipment AND the appropriate insurances in place (public liability and professional indemnity), may opt to conduct the assessments of their own accord (as opposed to attending field training). This will require taking *sufficient samples* (ideally testing every room in the home, subfloor and roof) to conduct a thorough assessment of a water-damaged home and will be liable to pay out of pocket laboratory costs. Restorers/Remediators are encouraged to discuss this option with their trainer *prior* to conducting the assessment, and once the lab results have come through, to organise a zoom session with their trainer prior to writing the report. If insufficient samples do not allow the trainer to adequately assess their knowledge and skills from the information provided in their report, they will need to undertake the assessment again. The client's contact details will need to be provided to ACES to verify the assessment was undertaken.
4. Re-enrol in the subject. The cost to re-enrol, attend the zoom lectures for a second time, access the course materials for an additional 12 weeks and attend another field trip, is 50% of the original cost of that subject.
5. Withdraw from the subject.

HIRE AGREEMENT

Students enrolled in the *Sampling Methods* subject, will be required to hire the Sampling kit from ACES. Whilst there is no cost to hire the kit, you will be required to cover the courier cost to freight back to ACES. In addition a \$400 *refundable* security deposit is required. The Terms and Conditions of Hire are outlined in Appendix 2.

CLASS CANCELLATION

Field training and zoom sessions will only go ahead subject to sufficient numbers. A decision to cancel a field trip or zoom session will be determined at least one week prior to the start of the session. In this circumstance, the college will offer a full refund or the option to transfer funds to another subject/class. The college will not be responsible for the cost of cancelling flights or accommodation should a class be cancelled due to lack of numbers. Students are encouraged to take out travel insurance.

ACCESS, EQUITY & ANTI-DISCRIMINATION

ACES makes every effort to increase opportunities for student participation in our courses. The college will not discriminate against any group or individual in any form, inclusive of; gender, race, nationality, religion, physical or intellectual disability, age, or physical ability where there is no risk to others. This policy applies to all services and operations of the college, including recruitment, enrolment, training and assessment, and student services. ACES will attempt to provide services to assist the training outcomes of people with special learning needs, or those facing particular difficulties. If it becomes apparent that the student will not be able to successfully complete a course due to a special learning need after the student has commenced a course of study, the college will provide a refund of the full fee less any costs incurred.

ACES recognises and is aware of its legal obligations under Commonwealth legislation, including the Racial Discrimination Act 1975, Sex Discrimination Act 1984, Australian Human Rights Commission Act 1986, Disability Discrimination Act 1992, and the Age Discrimination Act 2004, as well as individual State and Territory laws.

The CEO will ensure all information regarding access and equity is effectively and clearly disseminated to all staff and students within the college. All access and equity issues are managed according to college policy and procedures and in accordance with legal and governing body requirements. All staff have a responsibility for the implementation of ACES’s access and equity procedures. In the event that current facilities are insufficient to cater for a minority group or individual client/staff, the college will comply with all reasonable requests to ensure adequate alternative arrangements are made until such time as a permanent solution can be implemented providing it does not cause unjustifiable hardship on the RTO.

Refer to the [Access and Equity Policy](#) for more information.

AUSTUDY

Despite being nationally accredited, Austudy is no longer available to Building Biology Students (the government removed this funding in 2016 along with many other courses at the TAFE sector). Feng Shui Students who plan to undertake a 75% or full-time load (10 months), may be eligible to apply for Austudy. To determine eligibility, students should contact Centrelink. Further information is available from <http://www.humanservices.gov.au/customer/services/centrelink/austudy>

COURSE	FULL TIME LOAD	PART TIME LOAD
Feng Shui	Six subjects within 10 months	Six subjects within 16 months

If Centrelink has approved eligibility, the Feng Shui student will need to enrol and pay ACES for at least one or more subjects and obtain a letter from the college to verify enrolment (to be sent to Centrelink). Mandatory reporting requires the college to notify Centrelink twice yearly how the student is progressing through the course (i.e. % of subjects completed). Any change in circumstances that delay completion, should be notified immediately to ACES and Centrelink, as failure to do so may result in penalties that require the student to pay back the government.

RECOGNITION OF PRIOR LEARNING (RPL)

Recognition of Prior Learning relates to an individual’s skills and knowledge, irrespective of how it has been acquired, this includes competencies gained through work experience, employment, formal courses and informal training (not accredited) and other life experiences. Prior to completing the RPL Application Form, read the information of the steps required to apply for RPL [HERE](#). We also encourage Students to talk to us about their intention to apply for RPL in order to gain a better understanding of the chances of a successful outcome. Students should also read the *learning guide* for the subject that they are intending to apply for RPL (available under the Course tab of the ACES website) as they will need to map this to the evidence provided. In the event the Student assess’ themselves as meeting the elements, performance criteria and assessment requirements of the subject, they should complete the [RPL Application Form](#) and submit it along with a non-refundable fee of \$350 for each subject they wish to apply for, along with any relevant documentation (evidence). This fee is non-refundable regardless of the outcome.

All of the information will be assessed in accordance with the principles of assessment and the rules of evidence, and the student notified of a decision by the college within 21 business days of receipt of the application. Keep in mind ACES is closed for 3 weeks over the Christmas season and reopens mid-January.

Evidence may include, but is not restricted to:

- Certified copies of previously acquired academic transcripts
- A description of previously undertaken course content (including aims, objectives and assessments)

- Documentation of the life / work skills obtained together with relevant referees' contact details for verification
- Reports or other work-related documents you have personally completed (please adhere to confidentiality requirements)
- Your personal resume
- If you are applying for an exemption from the Business Skills subject, you should submit a personally prepared and comprehensive business plan
- Further information and evidence suggestions are provided in the RPL form.

CREDIT TRANSFER/MUTUAL RECOGNITION

Credit Transfer relates to formal qualifications or units of competence that have been gained from the previous study at a registered training organisation (RTO) or TAFE that are *the same as the units delivered at ACES*. As part of this application, you need to supply a Certificate/Diploma of the qualification AND a statement of Attainment which has been certified by the [appropriate authority](#). Fees do not apply for this application. Building Biology students who have completed the 'BSBSMB404 Undertake Small Business Planning' OR 'BSBESB401 Research and Develop Business Plans' from a different Registered Training Organisation or TAFE, will be granted a Credit Transfer for this unit.

DEFERRING AND/OR REPEATING A SUBJECT

This applies to students who:

- Wish to postpone their studies to a later date
- Students who are unable to complete the assessments within the time period specified for whatever reason
- Students who were deemed NOT COMPLETE for a subject despite three attempts

Students cannot defer a subject indefinitely due to the time constraints required to qualify for the Certificate IV in Feng Shui (2 years) and Advanced Diploma of Building Biology (4 years). Students who defer a subject or need to repeat a subject, will be charged 50% of the normal full fee cost of that subject regardless of their circumstance for deferring.

Students who elect to repeat a subject in order to update their knowledge and/or skills on the topic after previously and successfully completing it, will receive a 50% discount off the original subject cost.

FEES AND CHARGES FOR COURSES

All fees associated with the courses including additional fees for books and equipment are outlined in the [Statement of Fees](#) in Appendix 1. The nationally accredited Feng Shui and Building Biology courses are GST free. Prices for individual subjects and for the entire course are published on ACES website. The college does not accept full payment for the entire course in one transaction. Payments for individual subjects can be made via credit card over the phone (1300 889 845), Paypal (4% fee applies) or direct deposit into the ACES bank account (contact the college for details). Students enrolling in online subjects, are required to pay the subject fee *before* they are provided with log-in details. Students enrolled in the Mould Testing, Electrobiology and/or Sampling Methods subjects will need to pay in two instalments as we are unable to accept payments in excess of \$1500. Students with outstanding fees will not be provided with a Statement of Attainment or qualification until full payment is received.

- Students who notify the college they will not be attending the field trip with less than a week's notice (regardless of the reason), may transfer to another field trip at the cost of \$150.
- The cost to reissue an ID card is \$95.
- The cost to redo a supplementary online quiz (previously failed) is \$150.

- The cost to reissue a Statement of Attainment or Certificate/Advanced Diploma is \$95.

PART PAYMENT OPTIONS FOR SUBJECTS

Students who are unable to pay for a subject upfront, may choose to pay over several payments using a valid credit card. Conditions are outlined below and on the website [HERE](#).

- For a *subject valued at \$795*, a \$200 upfront deposit is required and then \$65 payment per week over 10 consecutive weeks. This includes a \$55 processing fee.
- For a *subject valued at \$1995*, a \$500 upfront deposit is required and then \$160 per week over 10 consecutive weeks. This includes a \$105 processing fee.
- Students have ten weeks to pay off the subject from the day of enrolment when paying by instalment.
- Where a payment is declined, a \$20 processing fee will be charged and the Student notified by text. Another transaction will be attempted the next working day.
- If payment is missed for more than 6 days or the payment is declined on more than 3 occasions, the student will be withdrawn from the subject and will need to re-enrol in the subject (full cost).
- Students who withdraw from the subject who have already accessed the course materials for more than 7 days, will not be eligible to enrol in another subject or the same subject, until the entire debit has been paid.
- Students must provide a valid credit card to accept this option.
- Students are required to sign the '[Payment Agreement Form](#)'.

Where approval has been given for a student to pay by instalment, ACES is responsible for the collection of outstanding fees and charges. Fair and adequate recovery procedures are in place to manage the collection and recovery of monies. Students who have fallen behind in their payments will not be enrolled in additional subjects until payment is received.

For more information, refer to our [Fees and Refund Policy](#).

FEES FOR BOOKS AND EQUIPMENT

Feng Shui Students

Students are required to purchase a feng shui template (\$75), compass (\$50), and the *Healthy Home Healthy Family* book (\$40) via our website. Students will receive a pair of dowsing rods as part of the Geomancy subject (valued at \$20) and a space clearing tool kit (valued at \$60) as part of the Create a Sacred Space subject.

Building Biology Students

Students are required to purchase four books: *Healthy Home Healthy Family (3rd edition)* by Nicole Bijlsma, *Electrical Principles (4th edition)* by Peter Phillips, the *IICRC R520-2015 Reference Guide for Professional Mold Remediation (3rd ed)* AND the *IICRC S520-2015 Standard for Professional Mold Remediation (3rd ed)* available at www.iicrc.org.au. The remaining resources and books can be downloaded free on the internet. Students are responsible for bringing their own *respirator* (preferably one that is fit tested) to the field trips. ACES will not be held liable for any health effects that may arise from attending the field trips and as such any health effect will not be covered by insurance. Students must disclose any pre-existing health conditions to the CEO prior to attending the Mould Testing course, such as but not limited to asthma, allergies, autoimmune conditions or chronic fatigue. Respirators are available through work, health and safety stores such as www.allensindustrial.com.au.

Building biology students are *not* required to purchase any equipment as the college will provide all of the necessary equipment required to participate in the field training for the Electrobiolgy, Sampling Methods and Mould Testing subjects. Students who already have any relevant equipment are encouraged to bring them to field training.

HIRING EQUIPMENT

Building Biology students enrolled in the **Sampling Methods subject**, will be required to provide a *refundable security deposit* of \$400 to hire the equipment and must comply with the Terms and Conditions of Hire outlined in Appendix 2. Students will be required to pay for the courier costs to return the kit back to ACES.

REFUNDS AND WITHDRAWALS

Students are required to complete the [Enrolment Form](#) and the online [Pre-course Language, Literacy and Numeracy Review](#) prior to being accepted into the course.

Online subject:

Once you have received your login details, you have up to seven (7) days from the date of the email to notify the college in writing (email) why you wish to withdraw from the subject/course. Subject to the withdrawal being in line with Australian Consumer Rights for cancelling a service, you will receive a refund for the subject minus a \$150 enrolment cancellation fee (per subject). Beyond the seven days from the date of the email, no refund will be given.

Online zoom subjects:

If you wish to withdraw from a subject that involves live zoom sessions, that you have paid for and notify the college in writing, you will receive a refund under the following conditions providing you have not accessed the online materials for more than 7 days:

- If three or more weeks' notice is given before a zoom class begins, a full refund will be given minus the non-refundable deposit of \$150.
- If less than three weeks' notice is given before a scheduled zoom class or field trip begins then a 50% refund applies.
- Fees are strictly non-refundable and non-transferable once the zoom class or field trip begins, or you have accessed the online materials for more than 7 days.

Transferring the funds to another subject maybe negotiated providing the withdrawal occurs at least 7 days *before* the zoom class/field trip begins and will incur a \$150 transfer fee.

Withdrawals must be emailed to: nicole@aces.edu.au

ATTENDANCE, ABSENTEEISM, DEFERMENT

Field trips and zoom sessions

All field trips and online zoom sessions are compulsory. Trainers maintain a student attendance record for all field trips and online zoom sessions. Please ensure your attendance has been noted (especially if you log on late). Partial absences will be recorded and may impact on subject outcome. If a student is late or leaves a course activity early, this will be recorded in the class roll. Records of student attendance may be requested by relevant government bodies (Centrelink, ASQA).

Absenteeism

If you know in advance that you will not be attending or participating in a zoom class or field trip, you must inform the college as soon as possible via email or phone. If your absence is unplanned and completely unavoidable, you need to advise the trainer or college as soon as you are able. Students may miss up to one zoom class per subject and must be visually present during all online zoom sessions to confirm their attendance. Students who miss a field trip and provide the college with less than 7 days' notice (regardless of the reason), may transfer into a different field trip at the cost of \$150. Students who don't turn up to field training and do not notify the college prior to the field trip, will automatically be withdrawn from the course. The cost to re-enrol is 50% of the original cost of the subject.

Active participation in learning

This involves your demonstrated commitment to the learning tasks and activities during zoom classes and field training. Examples of this could be responding to online quizzes, participating in client interview, commenting during visual inspections, undertaking EMF and mould mapping, using technical equipment, downloading documents to the student dropbox, completing learning tasks within agreed time frames, conducting research within a report and essay, and the willingness to engage in group field training.

Deferment of Studies

Once you have enrolled and commenced in a course, you can defer at any time however if the entire course is not completed in the required time frame (two years for Feng Shui and four years for Building Biology course) you may need to repeat subjects if it has undergone significant changes since you last enrolled. Please contact Nicole Bijlsma (nicole@aces.edu.au) if such a situation arises.

COPYRIGHT

The college logo and all documentation produced by the college including manuals are covered by copyright laws. As such, no part of these documents, including contents, pictures and layout or the ACES logo maybe reproduced, stored in a retrieval system, or transmitted in any form or by any means, electronic, mechanical, photocopying, recording or to be used for educational purposes or otherwise without prior permission from the College. However, copyright legislation enables students to reproduce copyrighted materials for personal research or study providing the copying is 'fair'.

The Copyright Act deems 'fair' to mean:

- an article in a periodical publication (e.g., a journal article)
- more than one article if on the same subject matter
- a *reasonable portion* which is generally 10% or one chapter, if the work is a published edition of 10 pages or more; or 10% of the words if in electronic form.

Copies may also be made under permission from the lawful copyright owner of the material. If permission has been granted by ACES, the copy must always show that it is being used with permission. Students and/or graduates who provide training or courses using the college resources are in breach of their contract (signed on enrolment) and may result in legal action.

ASSESSMENT REQUIREMENTS

Students must comply with all assessment requirements as specified by the college. Details of assessments are provided with each subject and are also found on the Learner Guide on the ACES website.

Competency based assessment

As a registered training organisation, we are required to ensure that you are competent to perform the tasks required to work in the field of Building Biology and/or Feng Shui. Competency Standards are used throughout Australian industry and vocational education and they describe what an industry sector expects as effective performance in the workplace. *Competency based assessments* focus on the skills and knowledge required to perform the task to the standard expected. Competence can be demonstrated through satisfactory completion of all of the assessments for each subject.

Due dates

All subjects are 12 weeks in duration. The exact due dates for assessments for online subjects will be provided with the introductory email sent from the college on the day of enrolment. Assessment due dates for subjects that involve live online zoom sessions (ie Mould Testing,

Electrobiology and Sampling Methods), will be provided on the first day of the online zoom session.

Extensions

Students who are unable to submit the assessments within 12 weeks from the day of enrolment, must submit an online 'Extension Form' *before* the due date (available near the heading of the subject when you log into Moodle), otherwise it will be assumed that you have withdrawn from the subject and will need to re-enrol. This must be received *before* the assessment due date. Extensions of up to four weeks will be granted without explanation (i.e., no medical certificate required). *Extensions beyond four weeks are not permitted regardless of the circumstance.* Failure to submit assessments on time will result in being withdrawn from the subject. A re-enrolment fee of 50% off the original cost will be required.

Students are only entitled to one extension per subject. If it is found that a previous extension has already been granted for the subject, administration will email the student to advise that their recent extension application is void and no further extension can be given.

Students will automatically receive an email from the Moodle system confirming their extension has been granted. Students will receive an email from administration notifying them of their new due date.

Missed or late assessments

Students who do not submit an assessment on time AND do not apply for an Extension will be withdrawn from the subject and will need to re-enrol at an additional cost (half the cost of the subject). A student who feels that their failure to meet the original submission deadline was due to serious and extenuating circumstances will need to discuss these reasons directly with the Chief Executive Officer, who will evaluate the circumstances and determine if an extension can be granted.

Assessment format and submission

Assessments must be typed and, where required, referenced using the Harvard Referencing System. The font size should be 11 or 12, and the style should be easily readable such as Times New Roman, Tahoma, Arial, Verdana or Comic Sans. Paragraphs should be single (not double) spaced. All pages must be numbered and your name and subject code or title must be included in either the header or footer on every page of your submitted work.

The college is required to keep electronic copies of all students' work for the purpose of demonstrating quality assessments, detecting plagiarism and for audit purposes. As a result, you will be required to upload your assessments online (through your student portal). You must keep your own personal electronic or hard copy of all of your assessments as a backup of your work.

Students are required to upload the original assessment and, if it is not satisfactory will be entitled to resubmit up to two more times. If the third submission is not satisfactory, the student will be withdrawn and will need to re-enrol in the subject (cost involved) and undertake further learning before submitting assessments.

Online Quizzes

Online quizzes are not timed and have a pass rate of 60%. We therefore recommend that you read the questions and find the answers as you progress through the course materials. Once you have commenced the quiz, you can save your responses and resume the quiz at a later time, continuing where you left off by selecting the "Finish attempt..." option, which is displayed at the top right of the quiz page immediately underneath the numbered question boxes which indicate which questions you have responded to.

All responses are automatically saved when you select the "Next" button at the end of a section. However, if you exit the quiz before reaching a "Next" button and without selecting the "Finish attempt ..." button, all your responses entered since the previous "Next" button will be lost upon exiting. Furthermore, if you commence answering quiz questions, and then leave the computer for an extended period of time (30 minutes or more), your session may "Time Out", meaning that your previous unsaved responses will be lost when you return. Therefore, always save your responses using the "Finish attempt ..." button before vacating your computer for any long period of time.

Students who do not achieve a pass for the online quiz, will be required to demonstrate competence in their reports or, sit a supplementary quiz providing their mark for the original quiz is not below 50%. Students who do not achieve at least 50% for their first attempt are not permitted to sit a supplementary quiz and will be withdrawn from the subject. To organise a supplementary quiz, contact the college to arrange a time along with the \$150 fee. Dates and times for completion of the supplementary online quiz should be negotiated directly with the CEO (not your trainer) following approval of the application.

Assessment Outcomes and Results

Once you have submitted your assessments, your assessor (trainer) will determine if you demonstrate competence. Where a 'not yet complete' judgement is made, you will be given feedback on how to improve your knowledge and skills and provided with an opportunity to resubmit the assessment to demonstrate competence. Make sure that you read and understand the assessment guidelines described in the subject and the assessment videos as this will provide the guidance required to increase the chances of a satisfactory result in your assessments.

Resubmitted assessments *must be uploaded online within 14 days* from the feedback provided by your trainer. Once a '**complete**' judgment has been made on all assessments for that subject, you will have successfully completed the subject.

In order to be deemed competent in a subject/unit you will need to satisfactorily complete all assessments for that subject. ACES does not award marks or grades for assessments. Students are provided with a Complete or Not Yet Complete award against each Unit of Competence.

Students who have completed the entire course will be provided with a Testamur (official Certificate issued under the Australian Qualifications Framework guidelines.). Students who complete one or more Units of Competence, but not the entire course, will receive a *Statement of Attainment* for the Units in which they have demonstrated competence.

Students who withdraw prior to completing the full course, will receive a Statement of Attainment that will show the Units in which they were deemed competent.

Statement of Attainments and Certificates will be emailed to the student within 30 days of withdrawal or completion. Please ensure your contact details are up to date during the course of your studies. Additional costs will be incurred for additional awards to be emailed to students.

Students are entitled, at no additional cost, to a formal Statement of Attainment on withdrawal, cancellation, or transfer prior to completing the qualification, provided the student has paid in full the fees related to the units of competency they have successfully completed. In addition, a *Record of Results* will be provided at the end of each academic year. Please contact the college if you wish to obtain a copy of your results at any time.

Certification Statements will be emailed to students who complete the Electromagnetic Field Testing Technician and/or Mould Testing Technician and/or Design a Healthy Home courses.

ACES certified ID cards will be issued to graduates who complete the Electromagnetic Field Testing Technician course, Mould Testing Technician Course and Advanced Diploma of Building Biology

course. These will be posted to students within 30 days of completion. It is important for students to ensure the College has your updated contact details, as additional costs will be incurred for re-issues of ID cards and certification statements (refer to Appendix 1).

ASSESSMENT GUIDELINES

Researching

Students and in particular Building Biology students, will be required to research, evaluate and critique information on environmental health to guide decision making. The college has provided a brief video on 'How to do Research' under *Student Resources* which you will find on the right hand side of the home page when you log into Moodle (our learning platform). This will require knowledge of referencing styles, scientific databases, and reviews and the skills to conduct a search, use MeSH terms, apply filters and Boolean operators, and critically review information for relevancy, currency, validity and bias. These skills will be taught in the *Research Methods* subject of the Building Biology course which students are encouraged to enrol into, in their first year of their studies.

Essay Writing

An essay is a piece of writing that methodically analyses and evaluates a topic or issue and is designed to get your academic opinion on a particular matter. Essays are non-fiction compositions that describe, clarify, argue, or analyse a subject. For information on how to prepare your essay, refer to the *Essay, Report and Referencing Guide* (available online under Student Resources) when you log into Moodle.

Report Preparation

A report is a document that presents information in an organised format for a specific audience and purpose. When writing reports, it is important to follow the format and instructions provided by the assessment guide and to make sure you reference everything that comes from another source. Subjects whose assessment require a report, may provide a template to guide you. For information on how to prepare your report, refer to the *Essay, Report and Referencing Guide* (available online under Student Resources) when you log into Moodle.

Referencing Guide

Referencing is an acknowledgment of another person's intellectual work which rightfully belongs to that person. When you write an essay, or report and include someone else's ideas, you need to acknowledge this original source. This is called referencing (or citing) and the detailed description you need to provide is called a reference (or a citation). A reference is required whenever you quote or summarise someone else's opinions, theories or data. A *Referencing Guide* and *How to Reference* video is provided online under Student Resources (when you log on). Please read the guide and watch the video.

Plagiarism

The act of using and **not** referencing another person's work is called **plagiarism**, an offence carrying penalties at this college. The consequences of plagiarising or cheating may include repeating the entire subject, suspension from the subject or course and possible cancellation of your course without refund.

To avoid plagiarism, you must give credit whenever you:

- quote from someone's actual spoken or written words
- use another person's ideas, opinions, or theories in any assessment
- make use of pieces of information, such as statistics, graphs, drawings, that are not common knowledge

- paraphrase another person's spoken or written words

To avoid unintentional plagiarism, you should:

- Use quotation marks around everything that comes directly from a text or article
- Try to summarise ideas and arguments in your own words - don't just rearrange a few words here and there
- Check that you have correctly paraphrased and acknowledged the original ideas
- Check your summary against the original text

The Harvard Referencing System

There are two types of referencing systems that are generally used:

1. The Harvard system
2. The Numbering (numerical) system

Given the simplicity of the numbering system (which uses footnotes), and its lack of respect amongst academic circles, Students in ACES courses must use the Harvard system. The Harvard System is also referred to as the “name and date” system and is used by academics and scientists worldwide. This system avoids the use of footnotes and cites references in the text by giving the *surname of the author OR organization and the year of publication*. Please refer to the *Referencing Guide* and *How to Reference Video* available online under Student Resources before commencing work on your Assessments.

STUDENT RECORDS

Students can access their personal and study progress records at any time. Students are given access to their online portal where they can see their personal learning and assessment progress records. Access to personal details or other information held by ACES will be provided upon a signed written request from the student. However please keep in mind that records that have been securely archived may take longer to access. With regard to access of your records by other people, please read the important paragraphs on privacy and confidentiality rules below.

- Allow students full access to their own personal records upon request (proof of identification may be required)
- Provide the Government Registering Authority and other relevant government bodies with compliant record data as necessary under national reporting requirements relating to Australian Vocational Education and Training Management Information Statistical Standards [AVETMISS]
- Gain access to student educational records via their Unique Student Identifier(USI) with permission from the student
- Provide access to records for legal bodies as requested under the conditions of the Privacy Act
- Maintain confidentiality of all staff and student's records in accordance with requirements under the Privacy Act

CONFIDENTIALITY

ACES follows strict confidentiality policies and we do not discuss or disclose any information about a participant's situation that relates to their participation in our training courses. In the event that a participant discloses any information about a particular situation they might be facing, we keep this information confidential and do not discuss or disclose this information to others without the participant's consent.

COMPLAINTS AND APPEALS

Any person with a grievance pertaining to the college may exercise their right to raise that grievance and expect that every effort will be made by the College to resolve it promptly, objectively and without prejudice or fear of reprisal or victimisation. This can be service related e.g., our marketing or pre-enrolment information; communications with staff, training or assessment related; safety or health related; or dissatisfaction regarding our policies, procedures or services in general. The college has a documented process for lodging a formal complaint/appeal which is available on our website. If you have a need to make a complaint, please contact the college in the first instance to discuss the matter before lodging a formal written complaint. All formal written complaints lodged will be brought to the attention of the CEO and will be acknowledged by the CEO within five (5) business days of being received. The complaint will be investigated, and the complainant notified in writing of the outcomes/decision within fifteen (15) business days. ACES will ensure that as far and as fairly as possible, the individual making the complaint is satisfied with the investigation and outcomes. Complainants have the right of appeal within 20 business days of the receipt of the decision. Where ACES considers more than 60 calendar days are required to process and finalise the complaint or appeal, the CEO will inform the complainant in writing, including the reasons why more than 60 calendar days are required and regularly update the complainant on the progress of the matter.

Please refer to our [Complaints and Appeals Policy](#).

DRESS CODE

Given the number of field trips in the Building Biology course, it is recommended that students wear comfortable walking shoes and bring appropriate clothing suited to the predicted weather conditions, including wet weather gear. High heels are not recommended. Students enrolled in the Mould Testing course are responsible for bringing their own full-face respirator (preferably one that has been fit tested) to the field training.

DUTY OF CARE

The primary duty of care of the Chief Executive Officer, trainers, and students is to ensure the safety of all students and staff members. Staff and students will act at all times with honesty, integrity and responsibility towards students and members of staff. Under no circumstances will staff or students knowingly undertake any action or treatment that would adversely affect the health, safety or wellbeing of any student, member of staff or client alike. Please feel free to ask any questions you may have, and we will gladly clarify them for you.

STUDENT WELFARE

ACES recognises that a significant aspect of quality of training programs relies on effective support and management of student and staff welfare. Considering this, the college is committed to providing both students and staff with adequate access to:

- Educational and vocational counseling services
- Guidance and support with financial commitments related to your course fees and costs
- Information relating to health and safety, equal employment opportunity and anti-discrimination policies as appropriate to your studies

In the event that your required support extends beyond the college's capabilities, the college will attempt to source or refer you to relevant organization(s) that maybe able to assist you.

COVID POLICY

There are currently no vaccine mandates required for students enrolled in our courses. Whilst students attending onsite (field training) are not required to show evidence that they have received two doses of a COVID-19 vaccination, they are encouraged to practice social distancing (1.5m), regular handwashing, and take regular breaks outside. In the likelihood this changes due to State and Federal Government directions, students will be immediately notified. QR Code check-in requirements are no longer required however trainers will continue to complete class rolls for field training. Staff and students are no longer required to wear masks.

Students and staff who plan on attending field training, must notify the college immediately if:

- They are experiencing cold and flu like symptoms immediately prior to attending field training
- They test positive within *7 days prior* to attending field training
- They test positive within *7 days after* attending field training
- ACES will notify the class in the event a student, trainer or client tests positive within 7 days after attending field training.
- Depending on State and Federal Government directions, students and trainers who participate in field training *maybe* required to undertake a Rapid Antigen Test on the morning of the field trip. Students may bring their own test or obtain a kit from ACES and conduct the testing in real time in front of the trainer, prior to entering the client's home. The results must be sighted by the trainer. Students who test positive, will not be eligible to attend the field trip and should contact ACES during business hours to organise other arrangements. Trainers who test positive, will not be able to facilitate field training.

In the event ACES is notified by a learner, trainer or client after the field trip that they have COVID, notification will be sent out to all who attended the field trip as a courtesy.

COVID requirements vary between states and territories and may change at short notice. For detailed information, ring the *National Coronavirus Helpline: 1800 020 080*. State and territory health authorities have information, resources and links for more support for people with COVID-19, including when you can leave isolation:

- [Australian Capital Territory](#)
- [New South Wales](#)
- [North Territory](#)
- [Queensland](#)
- [South Australia](#)
- [Tasmania](#)
- [Victoria](#)
- [Western Australia](#)

OCCUPATIONAL HEALTH AND SAFETY

The college seeks to provide a safe workplace and facility for all staff, contracted personnel and students in accordance with the Work, Health & Safety Act 2011. If an accident and/or incident arises (an unusual occurrence that poses a risk to any person), staff and students are required to fill in an "*Incident report*" available from our office or from your trainer in the event of a field trip. In this way, the issue can be immediately addressed to prevent any occurrences in future. An *incident* is an unusual occurrence that potentially poses a risk to students, clients, staff members, visitors or premises.

FIRST AID/MEDICAL CONDITIONS

If you require first aid treatment whilst on a field trip, please notify your trainer. If you have a medical condition that may impact your ability to successfully undertake any aspects of your course and/or assessments, please inform administration prior to your course commencement. You may be required to obtain a clearance from your doctor or health practitioner to attend field trips. Medical information should be in writing (Doctor's or Health Practitioner's Certificate) and submitted to the college with a medical clearance. Any personal medical information passed on to our staff is treated as private and confidential.

FIRE AND EVACUATION

In case of a FIRE OR MEDICAL emergency whilst on a field trip, your trainer will contact emergency services immediately on 000. In the event of an emergency, your trainer or other staff person will inform all persons to vacate the building through the safe exits. The attendance list will be taken, and a head count will be conducted as soon as everybody is assembled at the assembly point which will be explained at the commencement of the field trip

MOBILE PHONES

Mobile phones are to be switched off in all zoom sessions and field training. Students are reminded that in case of an emergency, the mobile phone is to be left on the *vibratory mode* (not ringing). A student with a mobile phone "on" during class will be given a warning on the first occasion and further action may be taken for subsequent offences.

PRIVACY AND SECURITY

ACES follows strict privacy policies in accordance with Privacy Laws. All forms, files, results and records of any student are deemed confidential under Privacy laws. Records are accessible to relevant staff members of ACES only for relevant and appropriate use. It is a *Condition of Registration* for all RTOs under the *National Vocational Education and Training Regulator Act 2011* that ACES confirms the identity of individuals and determine their specific individual needs on commencement of services delivery, and collect and disclose Australian Vocational Education and Training Management of Information Statistical Standard (AVETMISS) data on all individuals enrolled in nationally recognised training programs. Other legal requirements, as noted earlier in this policy, also require considerable identification arrangements. There are also other occasions within our services delivery where an individual may not have the option of dealing anonymously or by pseudonym, as identification is practically required for us to effectively support an individual's request or need.

Refer to the full ACES [Privacy Policy](#) available on our website.

INFORMATION ACCURACY

We endeavor to ensure information held by the college about you is accurate and up to date. Please notify us of any inaccuracies or changes in your personal or contact information so that it remains up to date.

ACCESS TO COURSE MATERIALS AFTER COMPLETION

Students have access to all course materials for a subject whilst enrolled in that subject. Once a student has been deemed competent, they will receive a request to complete the online feedback form in the Moodle platform within 5 days of completion. Students are advised to download training materials, manuals and have copies of their submitted work, as they will not have access to this once they have completed the subject and feedback form. Students are required to adhere to Copyright laws and not distribute ACES material to any third party.

Students can access their personal and study progress records at any time. Students are given access to their online portal where they can see their personal learning and assessment progress records. Access to personal details or other information held by ACES will be provided upon a signed written request from the student. However please keep in mind that records that have been securely archived may take longer to access. Students may review their personal data and records held by the college by ringing 1300 889 845.

SECURITY OF DATA

The college only collects and retains student data for authorised educational and government reporting purposes. Student personal data and information is only made available to staff and trainers on a need-to-know basis and is not passed on or sold to third parties, either in Australia or overseas. Information and data are stored in the College secure electronic student management system. Electronic information no longer required is either de-identified or deleted.

UNIQUE STUDENT IDENTIFIER (USI)

The college uses student numbers in its student management system designed to provide accuracy and security of your information. The Student Identifiers Act 2014, will allow all of an individual's training records, entered in the national vocational education and training (VET) data collection, to be linked. Students who are Australian citizens will need to provide their USI at the time of enrolment (international students are not required to provide a USI). Under Australian Law, ACES is not permitted to use or disclose a Student's USI without the authority of the student. The college will provide you with information and assistance if you do not already have your USI. Detailed information is also available [Here](#).

ANONYMITY

ACES respects your right to anonymity except in circumstances where it is necessary for you to provide us with your identity.

BREACHES OF THE AUSTRALIAN PRIVACY PRINCIPLES

The Chief Executive Officer holds responsibility to ensure that the Australian Privacy Principles are adhered with throughout the college. For alleged breaches or complaints, please submit these in writing to:

ACES,
Att: Nicole Bijlsma,
PO Box 188,
Warrandyte. VIC. 3113.

Please refer to [Privacy Policy](#).

PROFESSIONALISM AND MISCONDUCT

The college adheres to the principles of adult learning, including a learning environment that facilitates the learning of all students without interference or disturbance from others. Students are to respect and protect the rights of others at all times and uphold the standards of the college when they are engaged in all college activities. This includes all communications with staff and other students, behaviour online and field trips. The college premises and venues where field training is conducted are strictly **no smoking zones**. This implies that smoking is not permitted in the building, its entrance or car park area. Students who wish to smoke will need to find an alternative area, such as a nearby park or outdoor area where smoking is permitted.

MISCONDUCT

Misconduct means any conduct that is prejudicial to the good order and good name of the college. The following forms of misconduct will not be accepted: wilful damage or removal of property, assault or harassment (physical or verbal), cheating or attempting to cheat or assisting any other student to cheat by any means, negligent or disorderly conduct towards a staff member or student, being under the influence of alcohol or drugs, smoking in the building, infringing copyright of college material or logo, allowing others not enrolled in the course to participate in zoom sessions, and consistently attending classes late. Trainers and college staff have the authority to ask a student to leave field training where their conduct is not appropriate for an adult learning environment. Students not adhering to college behaviour guidelines will face disciplinary action which could result in them being withdrawn from the course.

Disciplinary action will be handled promptly, confidentially, and in the spirit of conciliation and negotiation where possible. This may involve:

- Reprimanding the student with a warning
- Excluding the student from classes for a period of time
- Expelling the student from the course

FALSE REPRESENTATION

Students are not permitted in any way, shape or form to charge for any services and/or market themselves as a Building Biologist, Healthy Home Consultant or Feng Shui consultant whilst studying at the college, until they have successfully graduated. For assessments involving field training, students must inform the clients that they are students at the college who have not yet qualified. ACES has a duty of care to protect the industry and the public from persons whose actions may adversely impact the community and/or harm the industry or the college by falsely claiming to have knowledge and/or skills they have yet to obtain or have not yet been assessed. Students must successfully complete ALL subjects required to attain a nationally recognised qualification before they are permitted to charge for consulting services. Students who charge the public for consultations or teach courses for which they are currently studying, may face disciplinary action and risk being expelled from the college. In addition, students and graduates are not permitted to use college resources to offer training or education for monetary purposes without prior permission from the college. In the event copyright laws are violated, legal action will be taken.

BULLYING

Bullying is repeated unreasonable behaviour directed towards an individual or group that creates a risk to health and safety. Examples include:

- Verbal abuse and yelling
- Humiliating someone through sarcasm, criticism, or insults
- Constant criticism
- Intimidation
- Practical jokes
- Exclusion of a person from normal activities
- Giving someone the majority of unpleasant tasks
- Pushing, jostling, physically threatening someone

Violence is defined as any incident where an individual is physically attacked or threatened in their study or workplace environment.

Threat means a statement or behaviour that causes a person to believe they are in danger of being physically attacked. *Physical attack* means the direct or indirect application of force by a person to the body of, or to clothing or equipment worn by, another person where that application creates a risk to their health and safety.

ACES is committed to providing students with a safe and harmonious study environment. ACES staff recognise that bullying and violence demeans and infringes the rights of an individual and has negative consequences for both the individual and the college. All students are required and encouraged to treat each other with dignity and respect.

Any acts of bullying or violence by staff or students will be treated as serious and will be addressed by the CEO, and if found to have substance, the perpetrator will be subject to discipline that may or may not include exclusion from ACES courses.

The Chief Executive Officer is responsible for ensuring that the work and study environment is free of violence or bullying actions and behaviour by:

- Ensuring that students understand that these types of actions and behaviour will not be tolerated in the work/study environment
- Requesting that any behaviour which could be considered inappropriate is reported immediately
- Investigating all allegations of bullying and violence
- Applying consistent consequences for unacceptable behaviour

If you feel harassed or bullied, you should report it to your trainer immediately. All complaints of bullying or violence will be treated seriously and investigated promptly, confidentially and impartially.

CHEATING AND PLAGIARISM

ACES will not tolerate plagiarism or cheating and will strictly enforce penalties for any student who is found to have engaged in cheating or plagiarism during any of their submitted assessments.

Cheating is the act of attempting to circumvent the assessment practices in an unethical or illegal manner. *Cheating* is copying someone else's work whether you have their consent or not; sharing or copying an assessment, or exam; doing someone else's assessment, or exam; submitting another author's work as your own without proper acknowledgement of the author; to allow someone else to submit your own work as theirs; or to use any part of someone else's work without the proper acknowledgment.

Plagiarism is a form of cheating where you try to pass someone else's work off as your own. Wherever you obtain information from another source (book, website, journal, internet or use someone else's ideas, opinions, or theories), you must acknowledge them. Refer to the *Referencing Guide* available online under Student Resources. Trainers who identify a suspect case of plagiarism and cheating will notify the Chief Executive Officer for a second opinion who will then provide the student with the chance to defend their actions. If it is determined that the offence is minor or unintentional, the student will be asked to resubmit their work. If, however it is determined that the offence committed is of a serious and intentional nature, the student will be withdrawn from the subject and will need to re-enrol at an additional cost. The result for that subject will be initially recorded as *Not Yet Complete* and a cheating/plagiarism note will be recorded in the student's file. Notification of any such decision will be made in writing by the Chief Executive Officer. If a student disagrees with the decision or the penalty imposed, they are entitled to lodge an appeal. This appeal should be addressed to the Chief Executive Officer and outline reasons for appeal and why the decision is considered to be unjust. The Chief Executive Officer will investigate the appeal and respond in writing within ten days.

EQUAL OPPORTUNITY

The college adheres to the principles of equal opportunity. This means that the best person for a job or a promotion is the person who earns that position based on qualifications, experience and knowledge. ACES also supports the principle of equal opportunity in education and supports all

applicants to have the same opportunity to engage in our courses and achieve a successful outcome.

STUDENT CARDS

Student cards are available through administration (sandy@aces.edu.au). In order to receive a student card, students will need to provide a passport sized photograph (colour or black and white are acceptable). Allow up to two weeks for processing. There is no cost for this service.

STUDENT FEEDBACK

We value student feedback. You will be encouraged to complete an online feedback form each time you complete a subject and this will in no way jeopardise your progress during the course. This feedback provides ACES with important information so we can improve our services for current and future students.

THEFT AND LOST PROPERTY

Please keep your personal belongings with you at all times during field training. The college will not be held responsible for loss of your personal property.

LEGISLATIVE REQUIREMENTS

As an RTO we are subject to specific legislation related to training and assessment as well as general business practice. This governs our obligations to you as our client and relates to the industry that we are conducting training for. This legislation is continually being updated and all staff are made aware of any changes. Current legislation is available online at <http://www.austlii.edu.au>. ACES operates under the Australian Skills Quality Authority and is subject to the Standards for Registered Training Organisations (RTOs) 2015 and Standards for VET Accredited Courses 2021

FREQUENTLY ASKED QUESTIONS

You will find answers to many questions commonly asked by students in this handbook. Here are the most frequently asked questions.

How long do I have to complete the course?

Students enrolled in the **(10189NAT) Certificate IV in Feng Shui** have a maximum of two years to complete all six subjects in the course (10 to 16 months if you are receiving Austudy depending upon your study load). Once you enrol in a subject, you have a maximum of 12 weeks to complete that subject (one extension of four weeks is available per subject).

Students enrolled in the **(10913NAT) Advanced Diploma of Building Biology** have a maximum of four years to complete eleven subjects in the course. Once you enrol in a subject, you have a maximum of 12 weeks to complete that subject (one extension of four weeks is available per subject).

Extensions beyond 4 weeks are not permitted (regardless of the reason). Students who don't submit their assessments by the due date, will be withdrawn from the subject. Fees apply to re-enrol.

I have not studied for many years. Will I be able to cope?

Most of our students are mature age (30 to 60 year-old) females who have no educational or experience in the building or health industries. Some but not all have undergraduate degrees,

however we assume no knowledge or skills prior to enrolling in any of our courses. Our student resources, field training and supportive trainers will assist you in your return to study.

How do I write an essay?

Refer to the *Referencing Guide* for details on writing essays and referencing sources of information. The college has also produced two 30-minute videos on *How to do Research* and *How to Reference* which you will find in the Student Resource section when you log in to our Moodle platform. Feel free to discuss any concerns you have with your trainer or administrative staff *before* your assessment is due.

Do I need computer skills?

Yes, it is a requirement that you have access to and are able to use a computer that has internet connectivity. You should be able to use *Word* in order to write essays and reports and be able to *search the internet*. All subjects require you to submit typed assessments and reports. If you are not familiar with how to use a computer, use wordsoftware and access the internet, we strongly suggest you undertake a course at TAFE or a Neighbourhood Community House before enrolling in the course or at least arrange someone to type the assessments on your behalf.

How much homework is there?

Students should set aside at least 10 to 15 hours of self-directed study time each week for every subject they are enrolled in, for 12 consecutive weeks. Each subject has been broken down into week blocks, to assist you getting through the subject in the required timeframe.

Do I need to buy any books or equipment?

You will have access to comprehensive course materials and videos, many of which contain a list of useful websites where you can access more relevant information. This significantly reduces the number of resources required in the course. For books and equipment involved in the Feng Shui and Building Biology course, refer to Appendix 1 of this handbook.

How will I be assessed?

Assessments are not marked as a Pass or Fail. Assessments will be judged against the performance criteria of the national competency standards. ACES will assess your competency using a range of evidence from reports, checklists, questionnaires, essays, online quiz and practical demonstrations. Assessment tasks for each subject are documented under 'Assessments' when you log online or in the Student Guide on the ACES website.

Once I have completed a subject, can I still access the course material?

Once you have successfully completed a subject, you will be logged out of Moodle (our online software platform) which means you will no longer have access to the course materials. We encourage students to download the course materials whilst they are enrolled in the subject, providing the materials are not distributed to any third party, or result in delivery of any training for financial gain outside of the College without prior permission from ACES. Failure to do so may breach Copyright laws and legal action may be taken.

APPENDIX 1: STATEMENT OF FEES

The college does not accept full payment for the entire course in one transaction. All courses are GST free. Payments for individual subjects can be made via credit card over the phone (1300 889 845), Paypal (4% fee applies) or direct deposit into the ACES bank account (contact the college for details). Students enrolled in the Mould Testing, Electrobiolgy and/or Sampling Methods subjects will need to pay in two instalments as we are unable to accept payments beyond \$1500. Students with outstanding fees will not be provided with a Statement of Attainment or qualification until full payment is received.

Students who are unable to pay for a subject upfront, may choose to pay over several payments using a valid credit card. Conditions are outlined below.

- For a **subject valued at \$795**, a \$200 upfront deposit is required and then \$65 payment per week over 10 consecutive weeks. This includes a \$55 processing fee.
- For a **subject valued at \$1995**, a \$400 upfront deposit is required and then \$170 per week over 10 consecutive weeks. This includes a \$105 processing fee.
- Where a payment is declined, a \$20 processing fee will be charged and the Student notified by text. Another transaction will be made within 24 hours.
- If payment is missed for more than 6 days or the payment is declined on more than 3 occasions, the student will be withdrawn from the subject and will need to re-enrol in the subject (full cost).
- Students must provide a valid credit card to accept this option.

Certificate IV in Feng Shui

Total cost is \$4,770. Student tuition fees are subject to change. Refer to the ACES website (www.aces.edu.au) for current pricing. A pair of dowsing rods (valued at \$20) will be provided as part of the Geomancy subject and a space clearing tool kit (valued at \$60) will be provided as part of the Create a Sacred Space subject.

Subject	Cost (GST free)	Subject	Cost (GST free)
Feng Shui Foundations	\$795	Advanced Feng Shui	\$795
Create a Sacred Space	\$795	Chinese Astrology (elective)	\$795
Geomancy	\$795	Business Smarts (elective)	\$795
Healthy Home	\$795	Declutter	\$795
ADDITIONAL COSTS			
Compass	\$50.00	Feng shui template	\$75
Thousand Year Calendar	\$70.00	Healthy Home Healthy Family book	\$40

Advanced Diploma of Building Biology

Total cost is approx. \$12,345 (depending on elective subject chosen). Student tuition fees are subject to change. Refer to the ACES website (www.aces.edu.au) for current pricing.

	Subject	Cost (GST free)
Core Subjects (10)	Air Pollution	\$795
	Building Materials	\$795
	Building a Healthy Home	\$795
	Children's Environmental Health	\$795
	Electricity Fundamentals	\$795
	Electrobiolgy	\$1,995
	Mould Testing	\$1,995

	Research Methods	\$795
	Sampling Methods	\$1,995
	Water Pollution	\$795
Elective Subject (1)	Advanced Mould Testing	\$1,995
	Business Skills	\$795
	Feng Shui Foundations	\$795
	Geomancy	\$795
Books	Healthy Home Healthy Family Book (3 rd ed) Nicole Bijlsma	\$40
	Electrical Principles Book (4 th ed) Peter Philips	\$120
	IICRC R520-2015 Standard AND Reference Guide for Professional Mold Remediation (www.iicrc.org.au)	\$120 (approx.)
Respirator	A full face P3 respirator that has been fit tested. Whilst this is not compulsory, it is highly recommended for Mould Testing field trip. (work health and safety stores)	\$400 to \$600
Hire Kit	Sampling Methods Kit Hire. No cost to hire except the cost to freight back to ACES. \$400 <i>refundable</i> security deposit required. Refer to Terms and Conditions of Hire in Appendix 2.	Cost to freight back to ACES

Administration Costs

Subject	Cost
Certificate/Statement of Attainment re-issue	\$95
Certification certificate re-issue	\$95
Student ID Card	\$0
Mould/Electrobiology/Building Biologist ID card re-issue	\$150
Transfer to another zoom/field trip	\$150
Recognition of Prior Learning Application (per subject)	\$350
Cost to re-enrol in a subject (not previously completed)	50% off current price

APPENDIX 2: TERMS AND CONDITIONS TO HIRE EQUIPMENT

This section only applies to students studying the Sampling Methods subject who will also be required to complete the *Hire Agreement Contact Form* available at ACES (email: nicole@aces.edu.au)

Last Updated: 28th March 2022

In these terms, we also refer to ACES as “our”, “we, or “us”.

And you are you!

What are these terms about?

These terms apply when you use this Website, being <https://www.aces.edu.au/> (“**Website**”).

These terms apply when you hire our products (and any accessories) through this Website, including any air sampling devices, mould testing equipment and electromagnetic field meters (“**Products**”) as part of our educational courses.

Please let us know if you have any questions about these terms, and don’t hire any Products unless you have read and agree to these terms.

Once we receive the ‘Hire Agreement Contact Form’ from you, these terms will apply to your hire of those Products. However, please note that we may change any part of these terms at any time by updating this page of this Website, so you may find that different terms apply next time you use this Website or hire Products. You can check the date at the top of this page to see when we last updated these terms.

OUR PROCESS

1.1 MAKING AN ENQUIRY

- (a) To hire a Product from us, we will first ask you to complete the Hire Agreement Contact Form (Contact Form) to check whether or not we have availability of the Product you want for your requested hire period.
- (b) Once we have confirmed that we have Products available during your requested date(s) we will then reach out to confirm with you, at which point you will be asked to submit your order and pay our invoice before we ship the Products to you.

1.2 SUBMITTING AN ORDER

- (c) By making an enquiry, completing a Contact Form or otherwise submitting an order for hire of a Product using our Website's functionality (Order) you represent and warrant that:
 - i. you intend to place a binding order to hire the Products;
 - ii. you acknowledge and agree that these terms apply to your Order;
 - iii. you will return the Products on or before the date agreed at the time of placing your Order at the end of the Hire Period;
 - iv. you have the legal capacity and are of sufficient age to enter into a binding contract with us; and
 - v. you are authorised to use the debit or credit card you provide under or in connection with your Order.
- (d) Submitting an Order constitutes your intention and offer to enter into these terms where we will provide you with the Products you have ordered in exchange for

your payment of the fees as set out in our invoice to you (which includes a security deposit required under clause 1.1.7).

1.3 HIRE PERIOD

- (a) Our Products are to be hired by you for a 9-day period, commencing on the date you receive the Products (Hire Period). This Hire Period is intended to cover a 7-day use period and a maximum of 2 days return time.
- (b) If you want to extend the hire period, you may do so by contacting us (1300 889 845) and completing another Contact Form. All Extensions are subject to availability and you will be provided with an additional quote for additional fees which must be paid by you for an Extension to be valid.
- (c) If you don't return the Product to us before the end of the Hire Period, you must pay us a late charge of \$55 includes GST (Late Charge) for each 24-hour period after the end of the Hire Period during which the Product has not been returned to us.

1.4 PRODUCTS

- (a) We will endeavour to ensure that the Products provided will be substantially the same as the Products displayed on our Website, or as otherwise agreed with you in writing prior to you placing your Order. Please note that due to screen display, colour and brightness, and image quality, Products may not exactly match the image on our Website.
- (b) The Products are, and will at all times be and remain, our property. You will not have or accrue any right, title or interest in or the Products under these terms.

1.5 RISK, LOSS AND DAMAGE

- (a) Risk in the Products will pass to you on delivery in accordance with clause 1.8 and remain with you until the Products are returned to us.
- (b) You will be fully liable to us for:
 - i. any loss or damage to the Products or any part of the Products (whether due to accident, theft or otherwise) during the Hire Period, or otherwise when a Product is in your possession, and must give reasonable notice to us in writing of any such loss or damage; and
 - ii. all damage to the property of any person which is caused or contributed to by the Products during the Hire Period, or otherwise when the Product is in your possession.
- (c) You are responsible for taking all appropriate precautions to protect the Products from damage or destruction until you return them to us.
- (d) You must not, without our prior written consent, part with possession of the Products during the Hire Period.
- (e) You must not allow any third person to use the Products without our prior written consent.
- (f) You must not allow children or pets to access the Products.

1.6 FEES AND PAYMENT

- (a) You must pay the fees to us in the amounts and at the times set out in our invoice to you, or as otherwise agreed in writing (Fees).

- (b) Unless otherwise agreed we will issue you an invoice for payment of the Fees after we confirm your Order. Payment must be made by the time(s) and in the manner specified in such an invoice.
- (c) Prices are for a standard Hire Period, are in Australian Dollars and subject to change prior to you completing an Order without notice.
- (d) Unless otherwise indicated, amounts stated on the Website and any invoice include GST.
- (e) We may use third-party payment providers (Payment Providers) to collect payments for Products. The processing of payments by the Payment Provider will be, in addition to these terms, subject to the terms, conditions and privacy policies of the Payment Provider and we are not liable for the security or performance of the Payment Provider. We reserve the right to correct, or to instruct our Payment Provider to correct, any errors or mistakes in collecting your payment.
- (f) In the event that we discover an error or inaccuracy in the price at which your order was made, we will attempt to contact you and inform you of this as soon as possible. You will then have the option of purchasing your order at the correct price, or cancelling your order. If you choose to cancel your order and payment has already been debited, the full amount will be credited back to you (in the manner you choose).
- (g) Immediately on request by us, you will need to pay:
 - i. the replacement cost of any Product which is for whatever reason not returned to us;
 - ii. the full cost of repairing any damage to the Products caused or contributed to by you;
 - iii. all costs incurred by us in delivering and recovering possession of the Products where you fail to return them to us; and
 - iv. any expenses and legal costs (including commission payable to a commercial agent) incurred by us in enforcing this Agreement due to your default.

1.7 SECURITY DEPOSIT

- (a) We require (as specified in an invoice) the payment of a security deposit of \$400 to cover any fees, damage, or issues with a Product (Security Deposit) before accepting your Order. We will communicate the amount of any Security Deposit to you in writing (either through an invoice or by email) along with instructions of how to pay the Security Deposit. We will also require you to provide us with bank details for the transfer back of any residual Security Deposit not claimed by us.
- (b) We may claim some or all of the Security Deposit on account of any amount owed by you to us under or in connection with this Agreement (including costs for damage to the Products, Late Charges and unpaid fees). If no amount is owed by you to us, we will return the Security Deposit to you within 10 business days after:
 - i. the end of Hire Period; and
 - ii. the date all Products and accessories have been returned to us, whichever
 - iii. occurs later.
 - iv. We will notify you if we intend on making a claim against the Security Deposit.

1.8 DELIVERY

- (a) The costs of delivering the Products to you will be in addition to the hire fee. Delivery will be made by a third-party courier to the delivery point specifically accepted by us, being the address you insert in your Contact Form. You should contact us urgently if you want to change your delivery address, but we cannot make any guarantee that

our third-party courier will be able to change the delivery address without incurring additional fees (which must be paid by you).

- (b) Third party courier terms will apply to the delivery of the Products to you. Any problems with delivery should be directed to us to troubleshoot the issue first. All delivery times provided to you are estimates only and are subject to delays and reasons beyond our control. We do not warrant or make any representation that your order will be delivered within the times indicated. We will not be liable for any loss or damage suffered as a result of or in connection with late deliveries.
- (c) You must ensure you are available for delivery of the Products on the delivery date communicated by us to you. We will require you to sign for delivery or otherwise indicate acceptance of the Products. It is your responsibility to make sure you are available for delivery. Any delay in delivery or accepting the Product due to your acts or omissions will not delay the start of your Hire Period, and you will be liable for any costs incurred in the re-attempted delivery of your Products (if necessary). You are responsible for ensuring you provide us with the correct address details.

1.9 RETURNS

- (a) You must return the Products by sending them to us at our nominated address (as specified on our invoice and documented on the inside of the Products case, or as otherwise communicated to you by us in writing). You must ensure that the Products arrive at our nominated address on or before the last day of your Hire Period, and that you comply with any delivery instructions as specified in our invoice(s) to you. You must use an express courier (with a tracking number) to return the Products, and you will be liable for all courier costs. You must provide us with all details provided to you by your selected courier, including when the return is expected to occur.
- (b) Late Charges as set out in clause 0 will apply for each day that the Product is not returned within the Hire Period, even where that delay is caused by a third-party delivery partner, or is out of your control. As a result, you should ensure that you allow for sufficient time to return the Products to us within the Hire Period.
- (c) If you do not return the Product to us at all, we will charge you the full amount for the replacement cost of the Product. If you do not return any accessories that are sent to you included with a Product, then we will charge you for the cost of replacing those accessories.

1.10 USE OF AND DAMAGE TO PRODUCTS

- (a) In this clause, any reference to Products includes any accessories provided with the Products.
- (b) The proper use of the Products is your responsibility. You must ensure you use the Products in accordance with any manuals, directions, documents or other instructions that are provided with the Products, including any links to manufacturer's websites and terms of use.
- (c) You must not:
 - i. use the Products for any dangerous or illegal purpose;
 - ii. make any alterations to the Products, including by unauthorised repair; or
 - iii. use a Product when it is damaged or unsafe.

(c) You will be fully liable to us for any loss or damage to the Products during the Hire Period, or otherwise when the Products are in your possession. You must let us know in writing of any such loss or damage as soon as possible.

(d) If the Products are returned damaged (other than fair wear and tear) we will charge you the amount necessary to fix the Products. You also acknowledge that Products are rented out in a clean condition. You must return the Products in the same state of cleanliness they were in when provided to you.

1.11 PICK UP / DROP-OFF

(a) We may offer you the option to pick up the Products from us, or drop them off to us at the end of the Hire Period.

(b) Any pickup options, including location and timing will be discussed with you prior to pick up / drop-off. We will agree on a location and date with you for any pickups or drop-offs (Pick Up Date).

(c) If for any reason you are unable to pick up the order on the Pick Up Date and time, you must contact us to arrange another time. If you do not collect the Products on the Pick Up Date then we will post the Products to you in accordance with the delivery clause above. We reserve the right to charge additional fees or lessen your Hire Period where you do not pick up your Products on the Pick Up Date.

(d) If you choose to drop off the Products to us on or before the end of the Hire Period, you do not need to arrange for a courier to deliver the goods.

2. CHANGES TO YOUR ORDER

2.1 CANCELLATION BY US

We reserve the right to cancel your order for any reason, and will notify you of this as soon as possible. Where payment has already been made, the full amount will be credited back to you.

2.2 CANCELLATION BY YOU

You may cancel your Order up to the time that we confirm your Order. Once we confirm your Order, your Order is binding and cannot be changed by you.

2.3 FAULTY PRODUCTS

(a) If a Product is faulty, breaks down or becomes unsafe to use during the Hire Period (Breakdown), you must immediately:

- i. notify us;
- ii. stop using the Product;
- iii. take all steps necessary to prevent injuries from occurring to any person or property as a result of the condition of the Product;
- iv. take all steps necessary to prevent the Product from sustaining any further damage;
- v. not repair or attempt to repair the Product without our written consent; and
- vi. comply with our directions in relation to the return of the Product.

(b) Subject to subclause below, if, upon inspection of the Product, we determine that a Breakdown was:

- i. caused by a fault in the Product not caused or contributed to by you (Product Fault) then we will provide you with a pro-rata refund of any Fees paid for the period of the Hire Period during which the Breakdown persisted; or
 - ii. not caused by a Product Fault, then you will still be required to pay Fees in accordance with your Order, as well as any cost required for a licenced professional to inspect and repair the Product.
- (c) If the Breakdown is not a Product Fault, and repair is not possible or economically feasible in the opinion of the relevant licensed professional who inspects the Product, you will be liable for replacement costs of the Product subject to the Breakdown in accordance with the terms of this agreement.
- (d) This clause does not limit any of your rights under the Competition and Consumer Act 2010 (Cth) or any rights or remedies we may have access to in relation to a Breakdown, under this Agreement or otherwise.

3. INCIDENTS AND INSURANCE

3.1 INSURANCE

- (a) You acknowledge that we may, in our discretion, hold insurances in relation to the Product but such insurances may not cover you or your use of the Product and we will have no obligation or requirement to insure your use of the Product under this Agreement. You are strongly encouraged to take out adequate insurance to cover all potential liabilities that could arise from your use of the Product.
- (b) If we notify you that we hold insurance in relation to the Product, you must not do or permit anything to be done which may make our insurance invalid or able to be cancelled or do anything which may increase our insurance premiums.
- (c) We reserve the right to apply any insurance policy we hold in respect of the Product during the Hire Period, to damage or loss caused or contributed to by you, however we are under no obligation to. If we choose to make a claim under an applicable insurance policy in accordance with this clause in respect of any damage or loss during the Hire Period, you will be required to pay any excess payable by us in respect of such a claim.

3.2 INCIDENTS, LOSS AND DAMAGE

- (a) Subject to any insurance policy held by us that covers you, and us confirming in writing that we will claim against such insurance to cover you, if the Product is lost, damaged, destroyed or stolen during the Hire Period, or otherwise while the Product is in your possession, you must compensate us for any costs of repair or replacement.
- (b) If the Product is involved in an accident or claim, damaged, destroyed, stolen or if damage or loss is sustained to the property of any third party in connection with the Product during the Hire Period, or otherwise when the Product is in your possession (Incident), you:
- i. must promptly report the Incident to the local police (if required by applicable law, but in any event, theft);
 - ii. must report the Incident to us in writing within one business day;
 - iii. must, if such damage, destruction or theft is covered by and compensated to us under an insurance policy, pay the relevant excess amount to us, as well as any other reasonable costs that we incur in relation to such damage, destruction or theft;
 - iv. must not, without our prior written consent, make or give any offer, promise of payment, settlement, waiver, release or admission of liability in relation to the Incident, except as required by applicable law;

- v. must, if requested, permit us or our insurer to bring, defend, enforce or settle any legal proceedings in your name in relation to the Incident; and
- vi. must, if requested, provide to us, within a reasonable time, any statement, information or assistance which we or our insurer requests, including by attending a lawyer's office or a court to give evidence.

4. LIABILITY

- (a) To the maximum extent permitted by Law, our liability for all claims in aggregate (whether those claims be for breach of contract, negligence or otherwise, and whether those claims are for economic loss, or for personal injury or other damage) arising under or in connection with this Agreement:
 - i. is totally excluded, to the extent it concerns liability for indirect, special and consequential damages, and damages (whether direct or indirect) reflecting loss of revenue, loss of profits and loss of goodwill (except to the extent this liability cannot be excluded under the *Competition and Consumer Act 2010 (Cth)*); and
 - ii. is limited, insofar as it concerns other liability, to the total money paid to us under this Agreement as at the date the event giving rise to the relevant liability occurred (or, where there are multiple events, the date of the first such event).
- (b) To the maximum extent permitted by applicable law, all express or implied representations and warranties (whether relating to fitness for purpose or performance, or otherwise) not expressly stated in this Agreement are excluded.
- (c) Nothing in this Agreement is intended to limit the operation of the Australian Consumer Law contained in the Competition and Consumer Act 2010 (Cth) (ACL). Under the ACL, the Customer may be entitled to certain remedies (like a refund, replacement or repair) if there is a failure with the goods or services provided.
- (d) You indemnify us from and against all losses, claims, expenses, damages and liabilities (including any taxes, fees or costs) which arise out of:
 - i. the casual maintenance, use, storage or operation of the Products during the Hire Period or otherwise when the Product is in your possession;
 - ii. injuries to or deaths of persons and damage to property in connection with the Products during the Hire Period or otherwise when the Product is in your possession;
 - iii. any breach of this Agreement by you; or
 - iv. any negligent, fraudulent or criminal act or omission by you.

5. GENERAL

- (a) This agreement is governed by the law applying in Victoria, Australia.
- (b) Each party irrevocably submits to the exclusive jurisdiction of the courts of Victoria, Australia and courts of appeal from them in respect of any proceedings arising out of or in connection with this agreement. Each party irrevocably waives any objection to the venue of any legal process on the basis that the process has been brought in an inconvenient forum.
- (c) Any notice given under these terms must be in writing and addressed to us at the details set out in the Contact Form or otherwise provided to you when you hire a product or contact us. A notice may be sent by standard post or email and will be regarded as given and received 48 hours in the case of post, or 24 hours after the email was sent.
- (d) Neither party may commence court proceedings relating to any dispute arising from, or in connection with, these terms without first meeting with the other party to seek (in good faith)

to resolve that dispute (unless that party is seeking urgent interlocutory relief or the dispute relates to compliance with this clause).

- (e) No party to these terms may rely on the words or conduct of any other party as a waiver of any right unless the waiver is in writing and signed by the party granting the waiver.
- (f) Any term of these terms which is wholly or partially void or unenforceable is severed to the extent that it is void or unenforceable. The validity and enforceability of the remainder of these terms is not limited or otherwise affected.
- (g) Each party must promptly do all further acts and execute and deliver all further documents required by law or reasonably requested by another party to give effect to these terms.
- (h) A party cannot assign, novate or otherwise transfer any of its rights or obligations under these terms without the prior consent of each other party.
- (i) We may subcontract our obligations under these terms without obtaining your prior approval.
- (j) These terms, and any accepted Order or Contact Form under these terms, embody the entire agreement between the parties and supersede any prior negotiation, conduct, arrangement, understanding or agreement, express or implied, in relation to the subject matter of this agreement. To the extent of any inconsistency between these terms and the terms of an accepted order, these terms prevail.