

**Smartskill Pty Ltd trading as
 Smartskill Pty Ltd**

SRTO DETAILS			
RTO number	5710		
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Student numbers	12		
AUDIT TEAM			
Lead Auditor	Mrs Phoebe Turk	Auditor/s	Mr Rex Tom
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AUDIT DETAILS			
Audit date/s	19 th and 20 th November 2013		
Audit outcome on day of audit	Compliant <input type="checkbox"/>		Non-compliant <input checked="" type="checkbox"/>
Other audit notes			
FOCUS OF AUDIT			
Qualification code	Qualifications	Total Students	Delivery site
SIT30707	Certificate III in Hospitality	18	State-wide (QLD)
INTERVIEWEE/S			
Mr Stuart Dawe (Trainer/Assessor), Mr Darren MacKenzie (Trainer/Assessor)			
Mrs Suzanne MacKenzie (Director), Mrs Margaret Nowacki (Director)			

Vocational Education and Training (VET) Pre-Qualified Supplier Agreement

Clause 26 Good faith

In performing its obligations under this Agreement and seeking to become entitled to public funding under this Agreement the Supplier has:

Y N

- acted in good faith in all matters pertaining to the Agreement;
- acted consistently with the spirit of this Agreement and the Funding Program;
- acted in a way that best achieves the objectives of the Funding program.

At time of audit:

- Compliant
 Not Compliant

Clause 3.2 The SRTO must:

(c) comply with the AQTF, the Act and all relevant laws in the performance of its obligations under this agreement.

Vocational Education, Training and Employment Act 2000

Vocational Education, Training and Employment Regulation 2000

Training Plans

Y N NA

- Signatures of all parties (student, employer and SRTO) sighted for all training plans *VETE Act Section 100(1)*
- SRTO has taken reasonable steps to ensure each training plan is signed –
(a) if the training plan is the initial training plan for the apprentice or trainee – before the probationary period for the apprentice or trainee ends; or
(b) if a training plan for an apprentice or trainee ends because the supervising registered training organisation has been replaced – within 14 days after the replacement day
VETE Act Section 100(2)
- SRTO ensures a copy of the signed training plan is given to each apprentice or trainee, and the employer, within 7 days after the parties sign it
VETE Act Section 101
- If changes have been made to training plan, the changed training plan has been signed by all parties to the training plan within 14 days after the parties agree to the change.
Section 18(1) & (2) VETE Regulation
- If changes have been made to the training plan, the SRTO ensures a copy of the signed changed training plan is given to each apprentice or trainee, and the employer, within 7 days after the parties sign it. *Section 19 VETE Regulations*

At time of audit:

- Compliant
 Not Compliant

Requirements of a training plan for an apprentice or trainee

Y N

- The training plan format implemented by the organisation contains the minimum requirements as outlined within Apprenticeship & Traineeship Regulatory Guideline 10
- Training plans align with training package requirements regarding the selection of units
- Individual training plans within student files have been fully developed

Training Records

Y N

- SRTO has provided the apprentice or trainee with the appropriate training record to be kept for the apprenticeship or traineeship within 14 days after a training plan is signed by the parties to the training plan. *VETE Regulations Section 20(1)*
- Where training is required to be delivered by the employer or the SRTO, the employer or the SRTO has at intervals of not more than 3 months –
(a) required the apprentice or trainee to produce the training record to have the particulars of

the training completed by the apprentice or trainee during the interval entered in it; and
(b) kept the record complete, accurate and up-to-date by entering the particulars in it.

Section 20(6) VETE Regulations

Availability of Facilities

Y N

- The organisation has provided facilities, services, supervision and training required under the training plan for all apprentice and trainee files examined.
VETE Act Section 92

Issuance of Qualification or Statement of Attainment

Y N NA

- The SRTO has within 14 days after receiving the notice mentioned in section 69, given the person who was the apprentice or trainee a statement of attainment detailing the training the person completed under the training plan before it ended.
Section 105(2)
- The SRTO ensures all parties (the employer, the apprentice or trainee and the SRTO) sign an agreement (the completion agreement) acknowledging the completion of the training.
VETE Act Section 73(2)
- The SRTO has, within 14 days after issuing the qualification or statement of attainment, consistently provided the Department and the apprentice's or trainee's employer signed notice of issuing the qualification or statement of attainment.
VETE Act Section 73(4)

NON-COMPLIANCES:

Training Plans

The auditor identified the organisation has not consistently ensured the training plan for each student is signed within the probationary period. This specific issue relates to Jamila Bonvegna, James McCullough, Linnette Chhun and Madison Van Beuzekom.

The auditor identified the organisation has developed a document titled 'Confirmation of Receipt', which requires the student to tick boxes to indicate the materials received and sign and date the document. When fully completed, this document captures the student has received a copy of the signed training plan. However, the auditor identified instances where the student has not ticked the box to indicate a copy of the signed training plan was received and was unable to validate the student had received the training plan within 7 days of being signed by all parties. This specific issue relates to Jamila Bonvegna, James McCullough and Natalie Radel.

The auditor identified the organisation uses a variety of training plan templates, a number of which do not meet the requirements outlined in Guideline 10. Currently, the training plan retained by the student and employer is a version which does not meet the requirements outlined in Guideline 10. The auditor identified the organisation, on some occasions, has produced a training plan template using Wise.NET which does meet the requirements outlined in Guideline 10. This version is the Department's template training plan.

Students whose training plan did not meet the requirements of Guideline 10 are Hayden Meyers, Troy Spence, Natalie Radel, Katlyn Cayley, Cody Cox, Shannon Castors, Linnette Chhun, Jessica Bawden and Jamila Bonvegna.

Training Records

The auditor identified the organisation does not have a process in place to capture evidence the training record has been updated in regular intervals of no more than 3 months. This issue relates to every student reviewed at audit.

Availability of Facilities

See Clause 1.2 SRTO and employment arrangements.

RECTIFICATION REQUIRED:

Training Plans

The organisation must develop and implement a process to consistently ensure the training plan for each student is signed within the probationary period.

The organisation must develop and implement a process to ensure the 'Confirmation of Receipt' document is fully

completed to capture evidence the student received a copy of the signed training plan. Alternatively, the organisation may wish to implement a new process to capture and retain this evidence.

The organisation must develop and implement a process to ensure the training plan for each student meets the requirements outlined in Guideline 10. It is recommended the organisation implements a process to consistently use the Department's template training plan.

Training Records

The organisation must develop and implement a process to capture evidence the training record for each student has been updated in regular intervals of no more than 3 months.

Availability of Facilities

See Clause 1.2 SRTO and employment arrangements.

Smartskill Pty Ltd will not be required to submit further evidence to the Department to demonstrate non-compliances have been sufficiently addressed. However, the organisation is advised rectification action undertaken to address all identified non-compliances will be examined as part of future audit or monitoring activity.

Clause 9 Records

Information and material necessary to provide a complete record of training and assessment was sighted at audit including:

Y N

- | | | |
|-------------------------------------|-------------------------------------|--|
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | records of each student's participation in training and assessment for each unit of competency, including records of the commencement of educational content, attendance and progression; |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | retained full and complete records of each student's participation to validate withdrawn claims for payment |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | evidence that the SRTO has a process in place to capture the employer's verification regarding the on-the-job component |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | evidence that the SRTO has consistently retained evidence to support that the on-the-job training component has been achieved for each unit of competency for each participant prior to submission of claims for payment |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | accurate AVETMISS start and end dates for each student for each unit of competency; |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | copy of the qualifications and statements of attainment issued to each student; |

For each unit of competency for each student, the auditor sighted:

Y N

- | | | |
|-------------------------------------|-------------------------------------|--|
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | completed and accurate assessor's marking guide, criteria and observation checklists for the unit of competency; and |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | the completed paper-based assessment items for the unit of competency |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | <u>implemented</u> and <u>retained</u> the full range of assessment evidence. |

NON-COMPLIANCES:

Training Participation

The auditor identified the organisation has not retained evidence of each student's participation in training for each unit of competency. The organisation outlined it currently uses a document titled 'Trainee Contact Book', which captures evidence of student participation in training. The document is required to be completed by the trainer, signed by the trainer and student and a copy retained by each party. Of all the files reviewed at audit, the auditor sighted two copies of the 'Trainee Contact Book', neither of which was fully completed.

Refer to Clause 2.4.3 – AVETMISS Reporting Requirements for details of non-compliances relating to records retention of evidence to support Withdrawn '40' claims for payment.

On-The-Job Verification

The auditor identified the organisation has a process in place to retain evidence of on-the-job verification through a 'Supervisor Report', however has not consistently retained this evidence prior to submitting claims for payment. In

At time of audit:

Compliant

Not Compliant

discussion with the auditor, the organisation advised the employer retains on-the-job verification evidence and the organisation takes possession of it upon the student's completion.

The auditor identified a number of instances where the name of the student was left blank and/or the supervisor's name and/or signature was not completed or the Supervisor Report was not on the student file. The organisation was able to provide additional evidence for most students to demonstrate on-the-job verification had been obtained, however the matter highlighted an issue with regards to the organisation's inconsistent retention of records.

The auditor did not sight on-the-job verification for Jessica Bawden for *SITHFAB021A Provide and coordinate food and beverage service*.

AVETMISS End Dates

The auditor sighted two versions of the organisation's 'Supervisor Report' used to capture on-the-job verification. One version, a one page document, meets the requirements for capturing on-the-job verification. The second version, a two page document, includes a section at the top for the student to write their name and date the front page of the document. The second page includes a section for the supervisor to write their name and sign the document, however, it does not include a date section. Consequently, the auditor was unable to verify AVETMISS end dates for some students for some units, as the supervisor does not date the document.

Completed assessment items

The auditor identified the organisation has not consistently retained the completed assessment items for every unit of competency for every student. The auditor identified a number of instances where the assessment cover sheet was missing, assessment items had not been retained by the organisation and/or had not been fully completed. The organisation was able to provide additional evidence for most students, however the matter highlighted an issue with regards to the organisation's inconsistent retention of records.

The auditor did not sight evidence of written assessment for Linnette Chhun for *SITXADM001A Perform office procedures*.

Range of assessment evidence

The auditor identified the organisation has not retained evidence it has conducted the full range of assessment requirements as outlined in the range statement of the training package rules for the unit of competency.

In relation to *SITHFAB011A Develop and update food and beverage knowledge* the organisation has not retained evidence it has assessed student knowledge of:

- typical foods and wines of the local area
- seasonal produce
- current food and beverage festivals
- promotional activities.

This issue relates to Jessica Bawden and Katie White.

In relation to consistency of records retained, the auditor identified a number of instances where the organisation has not retained evidence of assessment of specific range statement requirements for *SITHFAB012B Prepare and serve espresso coffees* and *SITHACS004B Provide housekeeping services to guests*. The organisation was able to provide additional evidence for every student, however the matter highlighted an issue with regards to the organisation's inconsistent retention of records.

Where claims for payment have been made for units of competency for which there is insufficient evidence of assessment, on-the-job verification or the full range of assessment evidence being retained, this is identified as an "Overpayment" as defined within Clause 8.1 of the Agreement.

RECTIFICATION REQUIRED:

Training Participation

The organisation must develop and implement a process to capture evidence of student participation in training for each unit of competency. Should the organisation wish to retain its current process involving the 'Trainee Contact Book' it must develop and implement a process to ensure the document is fully completed and captures:

- Name of the student/s
- Unit of competency/module code and name
- Details of the training
- Duration of the session
- Date of training

- Location
- Trainer's signature
- Signature of the apprentice/trainee.

Refer to Clause 2.4.3 – AVETMISS Reporting Requirements for details of non-compliances relating to records retention of evidence to support Withdrawn '40' claims for payment.

On-the-job Verification

The organisation must develop and implement a process to ensure on-the-job verification is retained prior to submitting claims for payment. The organisation must also develop and implement a process to ensure each Supervisor Report is fully completed prior to submitting claims for payment.

AVETMISS End Dates

The organisation must amend the Supervisor Report to include a section on the second page which allows the supervisor to record the date. Alternatively, the organisation should implement the one page Supervisor Report and cease using the two page version.

Completed assessment items

The organisation must develop and implement a process to ensure the completed assessment items for every unit of competency for every student are retained prior to submitting claims for payment. The organisation must develop and implement a process to ensure each assessment item is fully completed prior to submitting claims for payment.

Range of assessment evidence

The organisation must review its assessment instruments for *SITHFAB011A Develop and update food and beverage knowledge* and ensure it captures and retains the full range of assessment required as outlined in the range statement of the training package rules for this and every other unit of competency.

The organisation must undertake a review of its current records retention processes and develop and implement systems to capture and retain assessment evidence prior to submitting claims for payment. The organisation must implement a system to verify assessment evidence for each student for each unit has been retained and is complete prior to claims being submitted. It is essential the organisation implements clear processes to enable evidence to be captured consistently using the same tools. Trainers, assessors and administrative staff must be made aware of the range and standard of evidence required to be collected (i.e. signatures, dates, name of student, evidence of training).

The organisation is advised a number of non-compliances constitute "Overpayment" as defined in Clause 8.1 of the Agreement and the Department will seek recovery in this regard (see Attachment 2). The organisation is required to cooperate with the Department by prompt payment of departmental invoices raised due to claims made for which there was insufficient evidence of the on-the-job component or assessment.

Smartskill Pty Ltd will not be required to submit further evidence to the Department to demonstrate non-compliances have been sufficiently addressed. However, the organisation is advised rectification action undertaken to address all identified non-compliances will be examined as part of future audit or monitoring activity.

Clause 10 Access to premises and records

The SRTO gave the department access to its premises:

Y N

to inspect and copy information and material related to the Agreement or kept by the Supplier under clause 9.1; and

to monitor the provision of training and assessment and other VET Services and performance of the SRTO's obligations under the Agreement.

employees and contractors provided full and accurate answers to questions asked by the department in connection with training and assessment, other VET Services and Supplier obligations under the Agreement.

At time of audit:

Compliant

Not Compliant

Clause 11 Publicity

In making any public statements in relation to the training and assessment funded under this Agreement the SRTO:

Y N N/A

has referenced the department as the funding source within any public statement

has not made any misleading public statements including statements to students, employers or other organisations relating to the Agreement or the department.

At time of audit:

Compliant

Not Compliant

Not Applicable

Clause 13 Insurance

The organisation provided evidence that for the term of its agreement with the department it:

Y N

maintained public liability insurance for a minimum of \$10 million arising out of any one event in respect of death, injury, loss, or damage howsoever sustained to or by any person or property;

maintained workers compensation insurance.

At time of audit:

Compliant

Not Compliant

User Choice 2010 – 2015 Policy

Clause 1.2 – SRTO and employment arrangements

The SRTO has:

Y N NA

assessed employment arrangements of each traineeship to ensure the employer provides adequate facilities, range of work supervision and the on-the-job training required by the Vocational Education, Training and Employment Act 2000 (the Act);

sourced or developed an Employer Resource Assessment (ERA) document which addresses the employment and training arrangements required under the Act for traineeships and apprenticeships;

has taken appropriate action when the employment arrangements do not meet the requirements of the Act, the Agreement and/or the qualification.

At time of audit:

Compliant

Not Compliant

NON-COMPLIANCES:

The auditor identified the organisation has developed a document titled 'Venue and Resource Checklist', which also includes a 'Venue Requirements' list outlining equipment required for the delivery of specific units of competency. The Venue and Resource Checklist captures the facilities required for the trainee but does not capture the range of work and supervision required under the training plan.

Specifically, the document records the name of the workplace supervisor but does not reflect the supervision ratio in place. In discussion with the auditor, the organisation outlined it operates a supervision ratio of 1:1 but did not have evidence to support this.

The auditor identified the ERA is not consistently conducted prior to each trainee commencing. In discussion with the auditor, the organisation outlined it may have a large number of students per employer. In these instances the organisation is advised to develop an ERA template for the employer listing the known facilities, range of work and supervision arrangements in place at the premises. On receiving notification of a training contract the organisation should review the arrangements listed on the ERA template and ensure they are still available, then complete the document for the trainee. Where it fails to do this, the organisation has not verified the trainee will have access to the required resources. It is not permissible to assume the same resources from six months prior are still available to another trainee and it is the organisation's responsibility to ensure each trainee has access to the required resources and capture this evidence in a documented format.

RECTIFICATION REQUIRED:

The organisation must review and amend the 'Venue and Resource Checklist' to include provision to capture the range of work and supervision required for each trainee under the training plan.

The organisation must conduct a review of its current ERA processes and develop and implement a process to conduct an ERA for each trainee prior to commencement of the traineeship.

Where the organisation identified the employer does not have the ability to provide the trainee the facilities, range of work, supervision or training required, it must immediately inform the relevant departmental regional office for its attention.

Smartskill Pty Ltd will not be required to submit further evidence to the Department to demonstrate non-compliances have been sufficiently addressed. However, the organisation is advised rectification action undertaken to address all identified non-compliances will be examined as part of future audit or monitoring activity.

Clause 2.4.3 AVETMISS Reporting Requirements.

The SRTO has:

Y N NA

At time of audit:

Compliant

Not Compliant

- correctly reported the delivery identifier code specified in AVETMISS for the relevant mode of delivery **Clause 2.4.3.c**
- gathered **sufficient** evidence that competency has been achieved, as expressed by the relevant endorsed industry/enterprise competency standards of a training package or by the learning outcome of an accredited course to support the outcome of the assessment (AVETMISS Outcome Identifier Code 20); **Clause 2.4.3.d**
- confirmed with the employer that the student has consistently demonstrated competent performance in workplace tasks relevant to the unit of competency/module to support the outcome of the assessment (AVETMISS Outcome Identifier Code 20); **Clause 2.4.3.d**
- retained sufficient evidence to support that students have attempted all assessments and failed in at least one method (AVETMISS Outcome Identifier Code 30); **Clause 2.4.3.d**
- retained sufficient evidence to support the student's participation in the learning activity prior to withdrawing (AVETMISS Outcome Identifier Code 40); **Clause 2.4.3.d**
- retained sufficient evidence to support recognition of prior learning (AVETMISS Outcome Identifier Code 51); **Clause 2.4.3.d**
- retained sufficient evidence to support credit transfers (AVETMISS Outcome Identifier Code 60); **Clause 2.4.3.d**
- retained sufficient evidence that an induction was conducted and training plan developed prior to the student's training contract being cancelled or the student changing SRTOs (SRT01 Administration Payment); **Clause 2.4.3.d** and
- submitted AVETMISS postcodes that accurately reflect the location in which the majority of training has been undertaken. **Clause 2.4.3.e**

NON-COMPLIANCES:

AVETMISS outcome '20'

As outlined in Clause 9 of the audit report, the auditor identified non-compliance regarding the organisation's inconsistent retention of evidence:

- to support on-the-job verification by the employer prior to submitting claims for payment
- of completed assessment items
- of the full range of assessment required by the training package rules.

AVETMISS outcome '40'

As outlined in Clause 9 of the audit report, the auditor identified the organisation does not have a process in place to retain evidence of student participation in training. As a result, the auditor was unable to validate withdrawn claims for payment for Jarryd Benbow and Alyxandra Pool.

Where claims for payment have been made for units of competency for which there is insufficient evidence of student participation in training, this is identified as an "Overpayment" as defined within Clause 8.1 of the Agreement.

AVETMISS outcome '60'

The auditor identified the organisation has not consistently retained evidence to support credit transfers prior to submitting claims for payment. Specifically, the auditor identified a number of students for whom no evidence was on file. The organisation was able to provide additional evidence for every student, however the matter highlighted an issue with regards to the organisation's inconsistent retention of records.

The auditor did not sight evidence to support credit transfer for Cody Cox for any credit transfer claim submitted.

RECTIFICATION REQUIRED:

AVETMISS outcome '20'

The organisation is advised rectification undertaken in relation to Clause 9 regarding retention of on-the-job verification and assessment evidence will address this non-compliance.

AVETMISS outcome '40'

The organisation is advised rectification undertaken in relation to Clause 9 regarding retention of training evidence will address this non-compliance.

The organisation is advised non-compliances for which there is insufficient evidence of student participation in training constitute "Overpayment" as defined in Clause 8.1 of the Agreement and the Department will seek recovery in this regard (see Attachment 2). The organisation is required to cooperate with the Department by prompt payment of departmental invoices raised.

AVETMISS outcome '60'

The organisation must develop and implement a process to capture and retain evidence to support credit transfer prior to submitting claims for payment.

Smartskill Pty Ltd will not be required to submit further evidence to the Department to demonstrate non-compliances have been sufficiently addressed. However, the organisation is advised rectification action undertaken to address all identified non-compliances will be examined as part of future audit or monitoring activity.

Table 4 – Service provision not funded

The SRTO has:

Y N

- not been funded for delivery of a unit of competency or module through RPL in any instances where this leads to the entire qualification has been achieved through RPL;
- not submitted claims for payment for units in excess of the competency count for the qualification;
- not submitted claims for payment for units of competency previously assessed as competent.

At time of audit:

- Compliant**
- Not Compliant**

Clause 2.5 Fees and Charges

2.5.1 Student Contribution Fees

- (b) The Supplier provided the participant details of its fees and charges policy, including the student contribution fees and any additional charges as identified in section 2.5.8, its method of collection, refunds, and exemptions and provide access to this written policy to participants prior to their enrolment.

At time of audit:

- Compliant**
- Not Compliant**

- (c) The SRTO has retained evidence of fees collected as well as evidence of participants who have been deemed totally or partially exempt from the payment of student contribution fees.
- (e) The Supplier has not charged participants more than the student contribution fee contained in the User Choice 2010 - 2015 Policy except as required periodically by the department.

2.5.2 Partial Exemption—Tuition Fees

The SRTO must not charge more than 40 per cent of the student contribution fee where the participant falls into one or more of the following exemption categories:

- (a) The participant was or will be under 17 at the end of February in the year in which the Supplier provides training, and the participant is not at school and has not completed year 12;
- (b) The participant holds a health care card or pensioner card issued under Commonwealth law, or is the partner or a dependant of a person who holds a health care card or pensioner concession card, and is named on the card;
- (c) The participant issues the SRTO with an official form under Commonwealth law confirming that the participant, his or her partner or the person of whom the participant is a dependant, is entitled to concessions under a health care card or pensioner concession card; or
- (d) The participant is an Aboriginal or Torres Strait Islander person. Acceptable evidence is as stated on the Training Contract and AVETMISS VET enrolment form.

2.5.3 Student services for Participants

The Supplier must not charge the participant a separate student services fee as this provision has already been captured in section 2.5.1(a) *Student Contribution Fee* of the User Choice 2010-2015 Policy.

2.5.4 Fee exemption on grounds of extreme hardship or other special circumstances

- (d) Where the participant is a school-based apprentice or trainee, the SRTO must exempt the participant from these fees.

2.5.7 Refund Policy

The Supplier must have a refund policy that meets the requirements of the AQTF. This policy must also include provision for:

- (a) full refunds to participants for student contribution fees charged for training delivery that has not commenced at the time of the cancellation of enrolment;
- (b) proportionate refunds where the participant has withdrawn from a unit of competency/module; and
- (c) refunds to employers/industry for additional charges paid beyond the participant and government contributions.

2.5.8 Additional charges

Student: The SRTO may apply additional charges beyond the student contribution fee only if those additional charges are in accordance with the *Vocational Education, Training and Employment Regulation 2000* (Regulations).

Employer/Industry: The Supplier may seek additional charges from the employer/industry. Any additional charges must be negotiated up-front and disclosed to the employer/industry prior to the participant's enrolment.

Induction information contains User Choice specific information regarding:

Y N NA

- rate of student contribution fees (*currently \$1.60*);
- partial tuition fee exemption categories (*must not charge more than 40%*);
- full refunds for units not commenced and proportionate refunds for units commenced but not completed;
- any additional fees (i.e. Schedule 1 of the VETE Regulations) to be charged to the participant; and

any additional fees to be charged to the employer/industry.

The SRTO has:

Y N NA

charged student contribution fees for all students (excluding SATs and appropriately approved exemptees),

retained sufficient evidence to support the granting of student contribution tuition fee exemptions;

not charged any SATs student contribution fees;

calculated student contribution fees based on the correct number of nominal hours;

calculated student contribution fees at the correct rates;

ensured any additional fees charged are in accordance with Schedule 1 of the *Vocational Education, Training and Employment Regulations 2000*;

calculated partial student contribution fee exemptions at the correct rate;

retained sufficient evidence to support the provision of full and partial refunds to all parties;

retained sufficient evidence that additional charges to the participant have been charged in accordance with Schedule 1 of the *Vocational Education, Training and Employment Regulation 2000*; and

retained sufficient evidence that additional charges to the employer have been negotiated.