



*Innovative Training Solutions* RTO #31900



# Student Handbook

**Version 9 – December 2020**

## Table of Contents

About Us .....	3
Our Vision .....	3
Mission .....	3
Welcome .....	3
Workplace Health and Safety .....	4
General Safety .....	4
Fitness for Training.....	4
Bullying and Harassment.....	5
Rules in the Training Room / Facility .....	5
Code of Conduct .....	6
Privacy and Confidentiality .....	6
Privacy Declaration .....	6
Electronic Signatures.....	7
Record Retention .....	7
Training & Assessment.....	8
Access & Equity .....	8
Learning Support.....	8
Competency Based Training .....	9
Third Party Arrangements .....	11
Issuance of Awards .....	11
Course Feedback .....	12
Fees, Charges and Refunds.....	12
Terms of Payment .....	12
Refund Procedure .....	13
Cancellation or Withdrawal .....	13
Records.....	13
Complaints & Appeals .....	14
MyneSight Guarantee.....	14
Contact Details .....	14
Office Hours .....	14
Primary Locations.....	14

**NOTE: this Student Handbook does not apply for enrolments/refunds of site specific inductions managed by MyneSight.**

## ABOUT US

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### *Our Vision*

*To provide all stakeholders with flexible training services that promotes and maintains a competent and safe workforce.*

### *Mission*

*To implement a training system which underpins safety and competency acquisition by the:*

- *Provision of a range of products and services that will add value to the industry.*
- *Provision of training and assessment methodologies which align with both the individual and industry needs.*

## WELCOME

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We would like to take this opportunity to thank you for choosing MyneSight as the provider of your training program. We hope you will find the program challenging and rewarding, whilst fully meeting all of your expectations and needs. MyneSight is a Registered Training Organisation (#31900) which has been providing training and assessment services to the resource sector since July 2008.

MyneSight has obligations to maintain compliance with Australian Skills Quality Authority (ASQA) and their RTO Standards 2015 as a minimum.

MyneSight is also required to maintain compliance and/or consider the following for their RTO;

- Further Education and Training (FET) Act
- Australian Qualification Framework (AQF)
- National Centre of Vocational Education Research (NCVER)
- AVETMISS (data)
- Department of Education, Small Business and Training (DESBT) (Traineeships only)
- Pre-Qualified Supplier (PQS) requirements (Traineeships only)
- Workplace Health and Safety QLD (High Risk Work Licences)
- Industry legislation
- Industry codes of practice
- training.gov.au for training packages

At MyneSight we aim to:

- Create and maintain a training environment which promotes leading health, safety and environmental practices with our goal being to provide an injury free, healthy and environmentally friendly workplace.
- Deliver quality training services by operating in a manner that consistently meets or exceeds the quality standards expected by our stakeholders and relevant community groups
- Provide everyone with an equal opportunity to learn by applying a responsive approach to the individual needs of all students.
- Value personal privacy; with all reasonable efforts made to protect information collected, stored and used throughout our operations in compliance with the Privacy Act 1988.
- Guarantee to complete the training and/or assessment once the student has commenced study.

This student handbook has been compiled to provide you with extracts of key information that may be necessary during your involvement in this program. Please take the opportunity to read its contents and seek assistance from your program trainer where any points are of concern and/or require further clarification. Full copies of our policies and procedures can be reviewed upon request.

## WORKPLACE HEALTH AND SAFETY

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### *General Safety*

Safety is the responsibility of every person at MyneSight. MyneSight is committed to ensuring a safe learning environment for all students, staff and visitors in accordance with the legislation such as:

- Commonwealth Work Health and Safety Act 2011
- Work Health and Safety Act 2011
- Commonwealth Privacy Act 1988/Privacy Amendment Act 2017/Privacy Regulation 2013  
Commonwealth Sex Discrimination Act 1984/Sex Discrimination Amendment (Sexual Orientation, Gender Identity and Intersex Status) Act 2013
- Commonwealth Racial Discrimination Act 1975
- Commonwealth Age Discrimination Act 2004
- Commonwealth Disability Discrimination Act 1992

To ensure the general safety of all students and staff members, MyneSight has in place a number of safety requirements which must be adhered to by all personnel who access our facilities or training programs. All students are required to follow all lawful instructions given to them by their program trainer or a MyneSight Staff member whilst attending our training programs.

Where a student fails to follow these instructions or chooses to, blatantly disregard the safety requirements, the student may be withdrawn from the program. Should there be an accident or incident at MyneSight your program trainer will request and assist you to complete an accident / incident form.

### *Fitness for Training*

All students are expected to act in a responsible manner and present themselves for training in a fit and healthy state. Where MyneSight is conducting business activities under a stakeholder's fitness to work management system, the management system setting the higher standard will be the system used.

At no point shall staff or student place themselves in a position that breaches any legislation. Any actions that may breach a legislation or cause injury to another person will result in instant dismissal from the course.

MyneSight ensures the safety and health of all personnel and students must be aware of their duty to take all reasonable care when attending a MyneSight training course.

### **Smoking**

Smoking is not permitted on any client site. Permitted in the Mackay or Wollongong Office only on the footpath and during designated breaks only.

### **Drug and Alcohol**

All students entering the MyneSight premises may be required to undertake a random Drug and Alcohol Test. As a requirement of some training programs, students may be required to undertake a compulsory Drug and Alcohol test prior to commencing the training as per the client's requirements. All compulsory testing is advised by the client to the student prior to being enrolled in the training program.

Any student adversely affected by alcohol or other substances will not be permitted to undertake a MyneSight training program.

- Alcohol cannot be taken onto a MyneSight business site without the approval of a member of the MyneSight management team.
- No person is permitted to take illegal drugs onto a MyneSight business site.
- Students must inform the program trainer or a MyneSight staff member where they are taking a prescribed drug and/or medication that may affect their ability to, successfully undertake the training program.

### **Fatigue Management**

The best person to judge if a person is fatigued, is the individual themselves.

- If a student is feeling fatigued to the point that it may affect their health and safety and/or the health and safety of others, they have a responsibility to report the fatigue to their program trainer or MyneSight staff member.
- Where a student believes that another person is fatigued to the point where it may affect their health and safety and/or the health and safety of others, they have a responsibility to report this to their program trainer or MyneSight staff member.
- Where a program trainer or MyneSight staff member believe or have been informed of a person/s possible fatigued condition MyneSight will evaluate the situation to determine whether the person's wellbeing and/or training outcome will be affected by the training being undertaken, with a possible consequence being the rescheduling of the person/s training.

### ***Bullying and Harassment***

MyneSight complies with the Vocational Education Training and Employment Act of 2000 and other relevant legislation including:

- Anti-discrimination, including equal opportunity, racial vilification, disability discrimination
- Workplace harassment, victimisation and bullying  
<https://www.fwc.gov.au/documents/documents/factsheets>

Where bullying and harassment is witnessed, from the student or trainer, during training MyneSight will take the necessary actions to resolve the issue, including but not limited to ceasing the training event.

### ***Rules in the Training Room / Facility***

Some training programs may have additional/specific rules, however information listed below are mandatory rules that must be followed by all students:

- Students should behave in a courteous, respectful and professional manner at all times
- Closed in footwear are to be worn at all times
- Suitable and appropriate clothing should be worn at all times, allowing for practical training to take place
- Mobile phones are to be turned off during training. If you are expecting an important call, the administration staff will happily answer your phone for you. Suitable breaks are offered during all courses where phones can be checked
- Students should always be punctual to ensure all training is completed within the set time frames
- All equipment must be carefully looked after
- All work areas are to be left tidy
- Smoking can only occur in designated areas during breaks
- Behave in a courteous manner
- Work towards achieving the competencies of the training program
- Undertake any training and assessment related to the training program.

You are responsible for your own personal belongings whilst attending any training. MyneSight cannot be held responsible for loss or damage to your own belongings.

### ***Code of Conduct***

All students are expected to behave in a responsible and courteous manner, giving due consideration to the needs of other students and MyneSight staff members. Unacceptable behaviour will not be tolerated by a student attending training conducted by MyneSight. This includes but is not limited to:

- Disrupting the learning of others
- Preventing staff members from performing their duties
- Endangering the health and safety of others
- Participating in acts of horseplay, fighting, sabotage or criminal acts.
- Stealing property, removing property without authorisation or the piracy of information.
- Harassing or treating others unfairly
- Cheating or plagiarism
- Under the influence of illegal drugs and/or alcohol
- Smoking in a MyneSight office building, and ignoring designated smoking areas and perimeters.

The consequences of unacceptable behaviour may include the withdrawal of the student from the training program. Where the behaviour is of a criminal nature the police will also be notified.

## **PRIVACY AND CONFIDENTIALITY**

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### ***Privacy Declaration***

MyneSight is required by law (under the National Vocational Education and Training Regulator Act 2011 (Cth) (NVETR Act)) to disclose the personal information we collect about you to the National VET Data Collection kept by the National Centre for Vocational Education Research Ltd (NCVER). The NCVER is responsible for collecting, managing, analysing and communicating research and statistics about the Australian VET sector. We are also authorised by law (under the NVETR Act) to disclose your personal information to the relevant state or territory training authority.

The NCVER will collect, hold, use and disclose your personal information in accordance with the law, including the *Privacy Act 1988* (Cth) (Privacy Act) and the NVETR Act. Your personal information may be used and disclosed by NCVER for purposes that include populating authenticated VET transcripts; administration of VET; facilitation of statistics and research relating to education, including surveys and data linkage; and understanding the VET market.

The NCVER is authorised to disclose information to the Australian Government Department of Education, Skills and Employment (DESE), Commonwealth authorities, State and Territory authorities (other than registered training organisations) that deal with matters relating to VET and VET regulators for the purposes of those bodies, including to enable:

- administration of VET, including program administration, regulation, monitoring and evaluation
- facilitation of statistics and research relating to education, including surveys and data linkage
- understanding how the VET market operates, for policy, workforce planning and consumer information.

The NCVET may also disclose personal information to persons engaged by NCVET to conduct research on NCVET's behalf.

The NCVET does not intend to disclose your personal information to any overseas recipients.

For more information about how the NCVET will handle your personal information please refer to the NCVET's Privacy Policy at [www.ncvet.edu.au/privacy](http://www.ncvet.edu.au/privacy).

If you would like to seek access to or correct your information, make a complaint about how your personal information has been handled or ask a question about this Privacy Notice please contact MyneSight direct.

DESE is authorised by law, including the Privacy Act and the NVET Act, to collect, use and disclose your personal information to fulfil specified functions and activities. For more information about how the DESE will handle your personal information, please refer to the DESE VET Privacy Notice at <https://www.dese.gov.au/national-vet-data/vet-privacy-notice>.

You may receive a student survey which may be run by a government department or an NCVET employee, agent, third-party contractor or another authorised agency. Please note you may opt out of the survey at the time of being contacted.

### ***Electronic Signatures***

The Electronic Transactions (Queensland) Act 2001 (ET Act) provides the regulatory framework to facilitate the use of electronic transactions and enables the use of electronic communications where a requirement of a signature can be met in the electronic form.

MyneSight utilises PleaseSign to complete electronic transactions and communications with students by collecting a digital or electronic signature (also referred to as an 'e-signature') on relevant training documentation.

PleaseSign utilises a digitised signature process, via an encrypted digital code (which must be legible), which authenticates the identity of the person who is affixing their signature to a document.

Students acknowledge, by signing documents in PleaseSign, they agree their electronic signature is the legal equivalent of their manual/handwritten signature. Students further agree that their signature on documents is as valid as if they signed the document in writing. Students also confirm MyneSight Pty Ltd may store their personal information on PleaseSign and relevant third party systems to facilitate the electronic signing and validation process.

Information on PleaseSign and their storage / privacy policies - <https://pleasesign.com.au/privacy-policy>

### ***Record Retention***

Student records are securely stored electronically by MyneSight, for a legislated period of 30 years.

Should MyneSight cease to be a Registered Training Organisation (RTO) then these results of assessment shall be forwarded to the Australian Skills Quality Authority (ASQA) within 30 days of de-registration.

## TRAINING & ASSESSMENT

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### *Access & Equity*

All MyneSight training programs have been designed to consider the varying needs of our students. Access and equity assistance are offered by MyneSight in the form of (but is not limited to):

- Individual coaching
- Additional coaching
- Flexible learning arrangements
- Flexible assessment
- Bridging courses
- Language, literacy and numeracy assistance
- Feedback on individual progress and participation

A student should contact their program trainer or a MyneSight staff member where any assistance is required to ensure the successful completion of the training program.

### *Learning Support*

Students may require assistance to enter or continue in a learning program offered by MyneSight. Delivery methods and assessment processes will be adapted so that each student has the opportunity to achieve competence.

MyneSight will endeavour to make all reasonable considerations for students in their rights to access and equity where practical, with consideration to the physical and financial constraints of our business, without prejudice or being to the broader group of students.

MyneSight will aim to:

- Provide and maintain services that reflect fair and reasonable opportunities with consideration for all students
- Ensure equity for all students through fair and appropriate allocation of resources and involvement
- Ensure equality of outcomes without discrimination
- Ensure access for all students is of an appropriate quality for all programs and services
- Promote opportunities for students to participate in programs and services
- Provide access for all students to obtain information regarding individual progress and participation in courses.

Please make the administration staff aware of any special learning needs at the time of booking or booking in if possible.



### ***Competency Based Training***

All training and assessment activities conducted on MyneSight's behalf shall be conducted to ensure:

- Meets all relevant business policies and procedures
- Is continually reviewed and updated to remain aligned to current standards and industry requirements
- Is innovative and flexible, customised where necessary to meet individual and industry needs, based on sound educational practices and principles
- Gives consideration to the special needs of our learners
- Meets all relevant training and industry legislative requirements.

All training programs offered by MyneSight employ competency based training methodologies. Competency based training is a form of training and assessment that aims to produce a workforce with the knowledge and skills required by industry.

To be assessed as competent, success must be achieved in all elements of the unit of competency (standard) relevant to the program being delivered. These units of competency have been developed and are maintained by the relevant industries in conjunction with a number of state and federal industry training bodies. These units of competency and the associated qualifications are nationally recognised.

Under the Australian Qualifications Framework, competencies may be attained in a number of ways including formal and informal training, education, work experience or general life experiences.

MyneSight is committed to offering and raising a student's awareness of our processes for:

- Entry requirements
- Recognised prior learning (RPL)
- Mutual recognition
- Credit transfer

### **Entry Requirements**

There may be specific entry requirements for training courses delivered by MyneSight. These can be in addition to the minimum requirements of the competency. These requirements vary from previous work experience, course resources required or educational qualifications. Students will be advised during enrolment and prior to the commencement of the course.

### **Recognition of Prior Learning**

Recognised Prior Learning (RPL) is a pathway for a student to show evidence of competency against relevant unit/s of competency. RPL is an assessment-only pathway of determining the competence of a person. The person must have evidence of previously attained skills and knowledge, which are assessed against varied methods appropriate to the individual, by an assessor with the applicable expertise in the subject, content of skills area, as well as knowledge of and experience in RPL assessment.

For RPL of plant/machinery, MyneSight may require you to have access to the equipment to complete the RPL process – as an entry requirement.

### **Mutual Recognition**

Mutual recognition is the acceptance and recognition of Qualifications and Statements of Attainment issued by another registered training organisation.

Credit (credit transfer) must be granted for studies completed at an RTO, but in the case of any non-equivalent units of competency, gap training may be required.

### **Credit Transfer**

Credit Transfer (CT) applies when a participant has already completed formal training and has been awarded all or part of a nationally recognised qualification and wishes to have it count towards another qualification or course. To be able to grant you recognition for formal training you have already completed you will need to provide details of your qualification/s (including transcript of units). This should be in the form of the original certificate or a copy. The completed units of competency are required to be current and/or equivalent or additional gap training may be required.

Under the ASQA RTO Standards, MyneSight is not obliged to issue a Qualification or Statement of Attainment that is achieved wholly through recognition (credit transfer) of units and/ or modules completed at another RTO or RTOs.

In some cases, licensing or regulatory requirements may prevent a unit or module being awarded through a credit process. MyneSight has obligations under the legislation for the industries we provide training for; where these industries outline 'refresher' training requirements, although a student may hold a unit of competency for credit transfer, we are within our obligations of the industry regulations to conduct refresher training.

Contact your trainer or a MyneSight staff member if you wish to explore further the processes available for recognising your prior learning.

### **Not Yet Competent**

Where a student has been deemed not yet competent (NYC) in a training course or assessment, the Assessor will advise of the process to take for re-assessment. Where the assessment is required to occur via the workplace, the employer may be included in the process to arrange re-assessment. This re-assessment will be reviewed on a case by case basis and declined/approved depending on those individual circumstances.

Refer to the Complaints & Appeals section for information regarding appealing an academic result.

### **Extensions**

MyneSight understands that in some cases, situations may arise that impact on completing the assessment process within required timelines. Extensions may be granted to extend the expected end date of an assessment; these extensions will be reviewed on a case by case basis and declined/approved depending on those individual circumstances.

### ***Third Party Arrangements***

Training may be delivered by a third party provider, under their agreement with MyneSight. This agreement provides a framework whereby trainers and assessors can be approved to deliver accredited training, via their employer, on behalf of MyneSight as a Registered Training Organisation (RTO).

This agreement is reported to ASQA as there are specific requirements around third party agreements that both parties must follow.

At the time of advertising, during enrolment and enrolment and prior to commencing training, the third party provider must identify themselves and advise of their affiliation with MyneSight. Certificates for any training completed by a third party provider, is issued by MyneSight.

### ***Issuance of Awards***

All program awards will be issued to the student in line with the current AQF Qualifications Issuance Policy guidelines which consist of:

- **Statements of Attainment** - documents issued by MyneSight on the successful completion of programs in which a student demonstrates/applies the skills and knowledge of one or more units of competency from a Training Package or accredited course and assessed as competent.
- **Qualification Certificate** - when the appropriate number of units of competency has been achieved applicable to the specific qualification, a Qualification Certificate will be issued.

All Statement of Completions will be awarded as follows:

- **Statements of Completion** - statements issued by MyneSight on completion of a non-accredited course.

Where the competency requirements of training programs delivered by MyneSight, have been achieved, all Statements of Completion, Statements of Attainment and Qualification Certificates will be issued within 30 days of assessment completion.

MyneSight issue electronic statements of results embedded with a digital signature to ensure authenticity. Your statement of results will be sent to the email provided upon enrolment, so please ensure this information is accurate.

Where a printed copy is requested an additional fee may apply. There will a fee charged for any replacement qualification testamur which is to be paid prior to the replacement being issued.

### **Unique Student Identifier (USI)**

From January 2015, the Australian Government has set a requirement that all students who are enrolled in VET qualifications, must apply for a Unique Student Identified (USI) with the VET Registry System. The USI is a reference number unique to an individual, which allows access to the records and results from all VET training completed by that individual from 1<sup>st</sup> January 2015 onwards.

For all participants completing a nationally accredited course, where a Statement of Attainment or testamur is required to be issued, MyneSight will obtain the following;

- Permission to locate, create or verify a student's unique student identifier
- Ensure the student identifier number and all related documentation obtained to create, locate or verify is provided and securely stored and destroyed as required
- Where an exemption applies MyneSight will comply with the relevant legislative requirements.

The Unique Student Identifier (USI) Privacy Notice is located on the MyneSight website and <https://www.usi.gov.au/>

### ***Course Feedback***

MyneSight collects feedback from the student, trainer and client/employer at regular intervals. This feedback is collated and actioned accordingly; and is included in annual reporting requirements to ASQA.

## **FEES, CHARGES AND REFUNDS**

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All fees including course fees, administration fees, materials fees and any other charges will be defined during the bookings process. Confirmation of the course that has been chosen and the associated fees applicable to courses booked by the individual participant shall be emailed or as per the client contract.

### ***Terms of Payment***

All fees will be payable either by credit card, debit card, PayPal, Zip Pay or account or by prior arrangement. Where pre-paid fees are required prior to a course commencing or concluding MyneSight will provide notice of this requirement prior to or at enrolment into the course.

For students, all courses with fees exceeding \$1500 – a minimum payment may be required upfront, with a balance payable on the first day of the course.

All clients will be invoiced at the end of the course with payment terms as per their contract.

#### **PayPal**

All deposits/prepayments received are placed in a separate account and are not accessed until the course commences. For further information, terms and conditions - <https://www.paypal.com/au>

#### **Zip Pay**

Zip is available to approved applicants only. Minimum monthly repayments and fee are required once Zip has approved a participant's application - refer to your Zip contract, terms and conditions for further information.

Payments via ZIP will not be processed until the participant attends the first day of the course. MyneSight may authorise the fees before course attendance to secure approved financing from ZIP. An approved/authorise payment will sit as pending balance within the participant's ZIP account. The repayments and interest-free period will not commence until MyneSight processes the transaction on the first day of the course. No repayments are required from a participant and MyneSight does not receive funds until the ZIP application is processed on the first day of the course.

All Zip orders will be made for the full amount of fees, even if only a deposit is required at the time of booking. Deposits, if required, will be processed as part payment of the approved Zip transaction for the full amount. MyneSight will not provide the course fees over multiple Zip applications or mixed payment methods e.g. cash/Zip.

For fees, less than a \$1000 Zip Pay or Zip Money can be used, for fees greater than a \$1000 only ZIP Money can be used. It is a participant own choice on which Zip service they wish to use to make payment. MyneSight can offer 6 months interest-free on payments made via Zip Money, Zip Pay payments are always interest free.

For further information, terms and conditions - <https://zip.co/>

### ***Refund Procedure***

All applications for a refund must be received by MyneSight, within 14 days of completion of the course of study, as per the Complaints and Appeals Procedure. All applications for refunds need to be received in writing.

All refunds require final approval from the General Manager. All approved refunds will be disbursed within seven (7) business days of the application being received. All refunds will be payable in the same means that they were received by the MyneSight accounts department.

### **PayPal**

All payments made via PayPal shall be refunded to the nominated PayPal account less any fees incurred by Pay Pal direct to the participant.

### **Zip Pay**

When a refund is applied to a Zip account, the refund amount will not include any fees that may have been charged while paying off the purchase (e.g. monthly account fees or late payment fees). MyneSight is not responsible for these fees.

### ***Cancellation or Withdrawal***

Should MyneSight cancel any course, participants are entitled to either cancel their enrolment in the course completely or transfer to another available course with no additional administration fees.

- If cancellation of enrolment by a participant/s is received ten (10) working days or more before the course begins, no cancellation fees applies for the course, materials or administration.
- A 100% fee will be incurred to a participant/company if notice of non-attendance is not received via email or phone call at all by the beginning of the course.
- No refunds will be given if the participant fails a course or if a participant withdraws from a course without giving written notice in advance as per above.
- If a participant fails to supply all pre-requisite documentation for a course this will result in the course qualification being held over until such times as these are provided.
- If a participant leaves before finalising a course, module and/or unit of competence, and they do not produce a medical certificate or due cause for leaving the course, fees will apply on a pro-rata basis at the discretion of MyneSight.

### ***Records***

All records relating to refunds, cancellations and withdrawals will be managed by the MyneSight and Finance department.

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## COMPLAINTS & APPEALS

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Where a student feels discontent in relation to any of the products or service provided by MyneSight, including the appeal of an academic result from a training program they have attended, the student may approach their program Trainer or, where this is not possible, a MyneSight staff member in the first instance to make them aware of the complaint or appeal.

All complaints and appeals received by MyneSight will be treated in a prompt, confidential and fair manner. Where the complaint or appeal cannot be resolved via MyneSight processes, MyneSight will inform the student of their rights to progress the complaint or appeal through the appropriate legal avenues.

Where the student is not satisfied with the quality of service that MyneSight have offered, and MyneSight have been unable to answer your questions adequately, the following services may be of assistance:

- Training Ombudsman Queensland 1300 306 699 or [www.ombudsman.qld.gov.au](http://www.ombudsman.qld.gov.au)
- Office of Fair Trading 13 QGOV (13 74 68) or [www.fairtrading.qld.gov.au](http://www.fairtrading.qld.gov.au)
- RTO Registration Details [www.training.gov.au](http://www.training.gov.au)
- Australian Skills Quality Authority 1300 701 801

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## MYNESIGHT GUARANTEE

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MyneSight will honour all guarantees outlined in this Handbook for any training and/or assessment commenced by the student in their chosen qualification or course. In the event that MyneSight is unable to complete the student in their chosen qualification or course as the selected Registered Training Organisation we will make all reasonable efforts to find a suitable alternative.

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## CONTACT DETAILS

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### *Office Hours*

Office hours are from 7:30 am to 4:00pm Monday to Thursday and 7:30am to 2:00pm on Fridays. Out of hours training can be organised by prior arrangement.

### *Primary Locations*

#### **Mackay Office**

11 River Street  
Mackay QLD 4740

#### **Wollongong Office**

43 Five Islands Road  
Wollongong NSW 2502

**Phone:** 07 49 524 413

**E-mail:** [training@mynesight.com.au](mailto:training@mynesight.com.au)

**Website:** [www.mynesight.com.au](http://www.mynesight.com.au)

**RTO Number** 31900

**Once again thank you for choosing MyneSight as your training provider**