



# PEARSON AVIATION Pty. Ltd.

## **Policy and Procedure** **for** **Marketing of Education and Training Services**

### **Preamble;**

This procedure is to be read in conjunction with the appropriate Students Legal Agreement and the Code of Practice and Compliance.

Further information may be found in the Student Handbook

1. Any reference to the term “Pearson Aviation” means Pearson Aviation Pty. Ltd. and any reference to “the company” means Pearson Aviation Pty. Ltd.
2. Pearson Aviation recognizes its obligations to market its courses in an ethical manner.
3. Pearson Aviation will openly display its CRICOS registration number on all its marketing material.
4. Pearson Aviation will not actively target Students for recruitment from any other organisation.
5. Pearson Aviation will only accept transfer of a student from or to any other training provider where all criteria in the Pearson Aviation Policy and Procedure for Transfer are met.
6. Pearson Aviation will not mislead students about its affiliations with any other organisation.
7. Pearson Aviation gives no guarantee that at the completion of the course the Student will be eligible for any employment.
8. Undertaking a course with Pearson Aviation will not guarantee any student automatic acceptance into any other course.
9. Completion of a course provided by Pearson Aviation is not a prerequisite for migration to any country.



## **Procedure for Dispute Reporting and Resolution.**

### **Preamble:**

This procedure is to be read in conjunction with the appropriate Students Legal Agreement and the Code of Practice and Compliance. Further information may be found in the Student Handbook

1. In the first instance students are encouraged to take up a grievance with their Instructor.  
If the student is unable to discuss their problem with their instructor the student may speak with the Student Liaison or the Social Worker/Student Counselor or both.  
Alternatively the student may make a complaint in writing by filling in a Customer Complaints form and lodge with the CFI.
2. The CFI will interview the student within 2 (two) working days of receipt of the Complaint.
3. If the CFI deems it appropriate he will involve any other staff members as are necessary to appropriately investigate and deal with the complaint.
4. The CFI will investigate the complaint and determine the appropriate course of action and inform the Student in writing of any action or preventive measure to be taken, within 1 (one) week of receipt of the complaint.
5. If after this investigation and determination the student feels their complaint is still not adequately dealt with they may take their complaint to an outside authority for mediation.
6. We direct Students to the “dispute info” website or Dispute Settlement Centre Victoria phone 9603 8370 email [dscv@justice.vic.gov.au](mailto:dscv@justice.vic.gov.au).



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7. Any person wishing to make a complaint is entitled to be represented by a support person who can assist them through the process of the complaint.
8. All disputes are confidential and every endeavor will be made to insure that the dispute resolution process in no way affects or disrupts the student's progress. HOWEVER; Students will be given *reasonable* time off as and if required to complete the dispute resolution process.
9. Entering into the dispute process will in no way affect a Student's standing in, or progress through the course.
10. A Student may request a change of Instructor at any time without prejudice.
11. Students accessing the internal process for dispute resolution can do so at no cost. If a Student chooses to use the Dispute Resolution Centre this is also provided at no cost.
12. At the completion of the Dispute resolution process Pearson Aviation will immediately implement any corrective action and preventative action required and advise the student, in writing, of the outcome.

Pearson Aviation has a number of staff who are able to deal with customer grievances. Customers are welcome to approach any member of staff for assistance at any time.



# PEARSON AVIATION PTY LTD

## **PRIVACY POLICY.**

### **Preamble**

Notwithstanding the relevant provisions of the Privacy Act 1988  
Pearson Aviation undertakes to abide by the following Policy;

### **Personal Information Collected by Pearson Aviation**

1. All personal information gathered, as required by CASA and for the normal administration of the flying school, such as name, email address, date of birth and home address
2. All personal information in regard to next of kin for the purposes of notification in the event of an emergency.
3. Most information is gathered directly from the person however from time to time it may be required to collect information from a third party. When it is required to gather information in this way you will be asked to give a written consent.

### **Sharing of your personal details;**

1. Pearson Aviation undertakes that no personal information gathered, shall be used for any other purpose than that stated to you.
2. Information shall not be passed to any third party without your knowledge and consent.
3. We may pass on your information to a third party in limited circumstances when authorised under law.
4. When your information is passed to a third party we require that they comply with the Information Privacy Principles in the Commonwealths Privacy Act 1988.



**Policy and Procedure for Orientation of Students**

1. All staff and students need to be full aware of the Orientation process and its relevance and importance.
2. All students will undertake a full day of orientation before the commencement of their course
3. Pearson Aviation recognizes the value of appropriate orientation of students in the facilitation of the learning process.
4. Students need to be familiar with their surroundings and the people they will deal with on a day to day basis. A level of comfort with surroundings will enable students to relax and enjoy the experience of learning.
5. Students need to be familiar with the Policies and Procedure of the Organisation so they can participate fully and act appropriately to comply with rules and regulations.
6. Students need to be able to communicate any concerns in an appropriate manner, in the knowledge that any concern expressed will not hinder a continued free dialogue between themselves and staff.
7. Students need to understand the Organisational structure to facilitate appropriate communication and access all services provided by the school.
8. Students need to be informed of the Emergency Procedures and reporting of Hazards for the safety of all.



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### **Policy and Procedure for Monitoring Attendance** **&** **Completion within Expected Timeframe**

#### **Preamble;**

This policy and procedure is to be read in conjunction with the appropriate Students Legal Agreement and the Code of Practice and Compliance and the Pearson Aviation Operations Manual Further information may be found in the Student Handbook

1. The duration of the course Commercial Pilot Aeroplane Licence TDA 40107 is 52 week.
2. Each Student is required to sign in and out for every session of flying or theory.
3. Each Student is required to attend the full Orientation program.
4. All students and staff are required to work to the approved Training Modules and in accordance with the Pearson Aviation Operations Manual.
5. While it is acceptable for students to undertake “home study” it is a requirement of the school that each student attend the school premises at least every other day unless the student is on allotted annual leave or a rostered day off.
6. Each Student will inform their Instructor of any session they will not be able to attend (prior to, or as close as practicable to the start of that session) and the reason for such an absence.
7. If a student has a prolonged leave of absence due to illness or on compassionate grounds they must inform the CFI and provide written evidence of the reason for this absence (i.e. Doctors certificate for illness)
8. Where the CFI deems that the length of absence will impact upon the completion of the course, within stated time frames, the CFI will contact the student in writing and implement the policy and procedure for Suspension Cancellation or Deferment of the course.
9. The Student will be notified of their right to access the Dispute Resolution process within a 20 day period and that should they chose not to access this procedure that Pearson Aviation will notify the Secretary of DEST through PRISMS of the students inability to complete the course in allotted time frames.



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10. A Flight Instructor shall inform their Team Leader of any student who is absent from any session for any reason.
11. A Team Leader shall inform the CFI of any student who is absent from 2 successive sessions.
12. The CFI shall investigate and counsel, were necessary, any student who's attendance record or performance is falling below that required to complete the course in the allotted time. (The CFI shall implement procedure as per point 9)
13. The CFI shall involve, were necessary, other staff members in any investigation of any student who is underperforming.
14. A Flight Instructor shall inform their Team Leader of any student they feel is not progressing adequately through the learning modules (i.e. needs to repeat a lesson or part of a lesson more than twice).
15. The Team Leader shall inform the CFI of any student who may require remedial tuition.
16. The CFI will, in the first instance, discuss with the student their performance and how it may be improved. A program of remedial learning will be devised with the student to assist in the timely completion of the course.
17. If at any stage a student feels they are not being dealt with in an appropriate manner they may commence a Grievance Procedure to review their concerns.
18. Were it is clear that a student will not complete the course in the allotted time all interested parties shall meet and endeavor to resolve the situation. The student will be offered counseling as required. If it is decided that the student is unable or incapable of completing the course, the student will be allowed to withdraw with no financial penalty. ( Refer to point 9)
19. Pearson Aviation will at all times comply with the requirements of the ESOS Act and the National Code 2007.
20. If and when a student dose withdraw from the course Pearson Aviation will inform all interested parties, in writing, within 1 week of the decision to withdraw.



# PEARSON AVIATION PTY LTD

## **Policy and Procedure for Transfer between Registered Training Organizations.**

### **Preamble;**

This procedure is to be read in conjunction with the appropriate Students Legal Agreement and the Code of Practice and Compliance. Further information may be found in the Student Handbook

Pearson Aviation will accept a student transfer from another RTO provided that;

- The student has completed 6 months of the principle course

**OR;**

1. the original provider has ceased to be registered or the course in which the student is enrolled has ceased to be registered;
2. the original RTO has provided a written letter of release;
3. the original RTO has had a sanction imposed on its registration by the Australian Government or State or Territory Government that prevents the student from continuing his or her principle course; **OR**
4. any Government sponsor of the student considers the change to be in the students' best interest and has provided written support for that change.

### **Transfer to Pearson Aviation;**

- ❖ Any Student requesting a transfer from another Registered Training Organisation must make such a request in writing.
- ❖ The student must meet the pre requisite requirements for the course selected.
- ❖ The student must show their contact with DIAC and the ability to obtain a Visa for the required duration of the course.
- ❖ The student must show an ability to financially cover the cost of the course and their upkeep while undergoing the course.
- ❖ It is the responsibility of all students to notify the school of any change of address.



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### **Transfer from Pearson Aviation;**

- Any student wishing to transfer from Pearson Aviation must make such request in writing giving the reasons for the requested transfer.
- The student must show their contact with DIAC.
- Any refund of money will be made in accordance with the applicable Legal Agreement.
- Pearson Aviation will supply a letter of release for any student transferring to another RTO. The letter of release will be issued at no cost to the student and a copy will be forwarded to DIAC.
- If Pearson Aviation decides not to grant a letter of release, the student will be informed in writing of this decision and the reason/s for such a decision. A copy of the letter will also be sent to DIAC.
- Any student denied a letter of release has the right to appeal such a decision in accordance with the Pearson Aviation Grievance Procedure.
- Pearson Aviation will evaluate any request for a transfer in a timely manner. Should the request for transfer arise from a Grievance which is being investigated by an outside mediator Pearson Aviation will endeavor to expedite the transfer as soon as the investigation is completed.



# PEARSON AVIATION PTY LTD

## Policy for the Recognition of Prior Learning

### Preamble

Under the Australian Qualifications Frame Work, a registered body will generally recognize appropriate prior learning.

### **Pearson Aviation undertakes to abide by the following Policy;**

1. Pearson Aviation will not actively recruit students from any other Organisation.
2. Pearson Aviation will accept enrollment from students transferring from another Organisation and recognise prior learning provided that;
  - ❑ The student obtains a letter of release from their previous course provider.
  - ❑ Upon presentation of the following documentation;
    - √ A valid Pilots Licence issued by the Government of a Country which is a signatory to the Chicago Convention 1944 and abides by the rules of the International Civil Aviation Organisation (ICAO)
    - √ A Log Book appropriately certified by the relevant authority of the Licence issuing State; **OR**
    - √ A Certificate of Attainment issued by an Australian Registered Training Organisation which is authorised to deliver pilot training under the AQTF.
3. When the recognition of prior learning leads to course credits Pearson Aviation will notify the student in writing. The student will accept in writing such course credits and this will form part of the student record.
4. Where course credits are applied for, prior to the students acceptance into the course and a visa being granted, Pearson Aviation will indicate the actual course duration in the confirmation of enrollment issued to the student **OR** if the credits are granted after the enrollment and visa is granted Pearson Aviation will notify PRISMS as required under the ESOS Act section 19.

Pearson Aviation reserves the right to require the transferee to undertake a practical skills test to verify appropriate attainments claimed prior to acceptance into the course.



## **Policy for the Suspension, Cancellation or Deferment of a Course**

### **Preamble:**

Registered providers may only enable students to defer or temporarily suspend their studies, including granting leave of absence, through formal agreement in limited circumstances as follows;

### **Deferment or suspension by student:**

1. A student may defer their course prior to commencement where they provide the school with written notice and may reenter a course at a time deemed more appropriate to their needs.
2. Pearson Aviation will give a refund of moneys as necessary under the appropriate Legal Agreement.
3. The school gives no guarantee that a place will be found , in any subsequent course, for a student deferring their course
4. The school will allow deferment or temporarily suspend the enrollment of the student where compassionate or compelling circumstances arise.
5. Due to the necessity of timely completion of a course; the duration of any deferment or suspension may not be longer then a period of 3 weeks.
6. If the student will require a time of longer than 3 weeks deferment the student may withdraw from the course without financial obligation other than that set out in the appropriate Legal Agreement.



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7. The school will inform the student, in writing, that a deferment or suspension of their course will be reported to the Secretary of DEST through PRISMS and this may affect the status of their Visa.
8. The student may apply for a certificate of attainment for that part of the course which they have completed.

### **Suspension or Cancellation by the school:**

9. The school may suspend or cancel the enrolment of a student when disruptive behavior or misbehavior is proven.
10. The student has the right to challenge any suspension or cancellation of their course, which is initiated by the school, within 20(twenty) days of their notification of the suspension or cancellation
11. Pearson Aviation undertakes to notify the Secretary of DEST via PRISMS as required under the ESOS Act section 9 when a students' course is deferred, temporarily suspended or cancelled for any reason. The student will be notified in writing of such notification and that this may affect the status of their visa.
12. Where the student is in the process of an internal or external complaints investigation a cancellation cannot take place until such a process is completed.