Purpose:

The following document has been developed to provide comprehensive information regarding the rules and regulations for learners.

Document management:

If you have any queries regarding this document, please contact the Academic Manager via email admin@bminz.co.nz

Further information:

Further support and information refer to the Learner Handbook and the Quality Management System

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Learner Rules and Regulations

Note: This document **MUST** be read in conjunction with the Lerner Handbook.

1. General

BMINZ is a training provider who delivers high impact results through practical, hands-on programmes. With a unique delivery style and engaging approach, BMINZ are able to provide tailored solutions to implement culture change, as well as aligning learning to New Zealand Certificate qualifications.

BMINZ is a highly values driven business and exists to Create Extraordinary Futures for both businesses and individuals. We can help business maximise operational efficiency, productivity, resources and ultimately - your bottom line. BMINZ have a range of customised training solutions and coaching options to fit with your business’s needs, helping learners gain skills and knowledge to maximise their productivity in the workplace and gain a qualification at the same time.

Learning happens in a number of ways, but most importantly it should be enjoyable. BMINZ have built a library of visual and interactive resources, allowing learners to make the most of their learning moments by catering to various learning styles and levels.

* 1. For the purposes of these Regulations, the terms ‘programme’ and course or qualification are deemed to include all BMINZ educational and training offerings, unless expressly excluded
	2. This *Learner Rules and Regulations* seeks to ensure that all BMINZ learners are treated fairly and equitably.  This *Learner Rules and Regulations* is intended to be consistent with relevant New Zealand legislation and statutes.  In the event of any inconsistency between the *Rules and Regulations* and New Zealand legislation, the relevant legislative provisions will prevail.  In the event of any inconsistency with BMINZ Rules, the stated legislation and NZQA Rules and Regulations will prevail
	3. Where a programme is subject to regulation by an external authority (for example NZQA or TEC), and there is conflict between those regulations and BMINZ Rules and Regulations, the Academic Manager in conjunction with the Director will determine which regulations will apply in respect to that programme.  Any agreements and/or arrangements that exist between BMINZ and the external authority, and the academic integrity of the programme, will be considered in determining which rule or regulation applies. It is accepted that in most instances the external authority being NZQA, TEC or Ministry of Education will override any conflict between BMINZ Rules and Regulations and the stated legislative or statutory regulations
	4. In addition to the *Learner Rules and Regulations,* BMINZ has also established:
* Specific Programme Regulations
* Policies, procedures and processes
* Learner Handbook.
	1. Changes to this document:
		1. The *Learner Rules & Regulations Handbook* are determined and approved by the BMINZ Board (or its delegate) and is reviewed annually

1.5.2 Information provided by BMINZ to learners will be updated where necessary to reflect any changes made to the *Learner Rules & Regulations Handbook*. Any changes outside of the regular review cycle will be notified to the learners if they are likely to directly affect the individual learner.

1. Admission and Enrolment

**General Provisions**

* 1. All learners must comply with the relevant enrolment policies and procedures applying to each programme
	2. It is acknowledged that most learners will be enrolling through a company programme, and as such will also be bound by any company criteria and requirements
	3. Before any learners are enrolled at BMINZ they must complete and sign all relevant forms for enrolment, and produce the verified evidence of identification or prior learning specified on the forms of:
* Full legal name
* Date of birth
* Gender
* New Zealand citizenship or residency status
* A recent photograph either in electronic form (jpeg/png) or hard copy
* For learners who are not NZ citizens and don’t hold a NZ passport, a verified copy of your passport showing your Name, Date of Birth and Citizenship and valid visa allowing study
* Evidence of any prerequisite qualification or experience, or prior learning from a verified provider (if required for the programme). Must be the original transcript or record of learning or record of achievement from NZQA
* Any other evidence relevant to their enrolment
	1. Where a learner has a legal guardian or has granted power of attorney to someone else, then that person may sign the form on behalf of the learner. Guardianship or Power of Attorney documents must be provided and be verified as authentic. Learners applying for admission and enrolment must be over 16 years of age
	2. Learners who do not complete an BMINZ enrolment form correctly and **honestly**, or fail to provide the necessary verified or original authentic documents to confirm identity, citizenship, and where appropriate passport endorsement of Visa and qualifications, may result in their application being declined or their enrolment being cancelled (see Refusal or Cancellation of Enrolment)
	3. Learners enrolled at BMINZ will be formally classified as either domestic or international learners.
1. Entry requirements
	1. In order to be considered for enrolment at BMINZ, a Learner must be an eligible person either as a domestic learner or as an international learner
	2. The detailed requirements for entry into and completion of BMINZ training programmes are contained in the relevant Learner Handbook and in information published on the [BMINZ](http://www.bminz.co.nz) website. Learners must meet the minimum entry requirements for a programme before they will be eligible to enrol, and must provide appropriate verified evidence of meeting such requirements
	3. Learners who have attained the age of 20 years and do not hold the minimum entry requirements for a programme **may** be eligible to be enrolled where their previous educational, work or life experience indicates they have a reasonable likelihood of success, unless a particular qualification has pre-requisite entry criteria which would not allow this
	4. Learners who have not attained the age of 20 years and do not hold the required minimum entry requirements may be eligible to be enrolled in exceptional circumstances where approved by the Academic Manager and where the qualification doesn’t have any prerequisite entry criteria.
2. Limitations on enrolment
	1. Where learners meet the requirements for entry into a programme, they are entitled to be enrolled if places are available. BMINZ will not accept enrolments from non-NZ residents
	2. BMINZ may limit the number of enrolments in any programme, for any of the following reason (but not limited to), the availability of:
* The learner’s employer may limit the number of learners they are willing to support in any given year through a training programme, or they may (mostly this will be the case) nominate employees to enrol in a programme as part their commitment to professional development and Continuous Improvement in the business
* Staff or industry expertise for the practical components of any programme
* Equipment
* Staff or industry Facilitators or trainers and assessors
	1. For many of the BMINZ programmes the employer will pay for the enrolment fee and nominate staff to be upskilled and trained as the Continuous Improvement training is part of an overall business improvement programme. In this case, the employer makes selection and employees are asked to participate and enrol in the programme to gain their own qualifications in this area. It is up to the employer as to how many learners they want on the programme, and which learners
	2. Where BMINZ offers a public programme direct to the learners rather than through an employer, and where there are insufficient places available in a ‘public’ programme, to accommodate all eligible learners, selection will be according to selection criteria set out in the Learner Handbook and information published by BMINZ
	3. Where learners apply for a programme, that is not available or is full, BMINZ may offer them entry into an alternative programme
	4. Learners will be notified at the time of enrolment/application if the programme they have applied for is full.  Learners may be offered an alternate enrolment date into the same course or be put on a waiting list for any places that become available in the programme they have applied.
1. Confirmation of acceptance or declined of entry
	1. Learners will be informed in writing (via email) whether their application for enrolment into a programme, has been accepted or declined. Wherever possible, this will be done before the programme, starts.
2. Late enrolment
	1. Unless otherwise stated in the Programme Regulations, learners may be accepted by the Academic Manager for late enrolment up to ten working days after the programme start date. The Academic Manager may extend or shorten this period in exceptional circumstances
		1. This may require permission from the employer where this is applicable
	2. Late enrolments may also be declined at the discretion of the NZQA Coordinator once the programme has started. BMINZ is not obligated to accept any late enrolment applications
	3. Where the programme has a rolling start date, learners will begin the programme (upon acceptance) at the point the programme is at and their individual learning plan will be complete when all modules/components of the programme are complete.
3. Name change

7.1 Learners who have officially changed their name must provide BMINZ with appropriate evidence to support the change including, but not limited to a:

* Marriage Certificate
* Dissolution of Marriage Certificate
* Statutory Declaration issued by the Registrar of Births, Deaths, and Marriages; or
* Birth Certificate.

7.2 NZ residents must apply and enrol in their official name in their passport.

1. Refusal or cancellation of enrolment

8.1 BMINZ may refuse to permit, or may cancel the enrolment of learners who:

* Are not of good character (including, but not limited to, having a bad debt history, a criminal conviction, or a history of breaching BMINZ regulations or policies, or similar policies from other tertiary providers)
* Have been guilty of misconduct or a breach of discipline (see section 26: Misconduct)
* Are enrolled for full-time instruction in another institution or in secondary school; or
* Have made insufficient progress in their study after a reasonable trial (e.g. see also section 18-22 Assessment); or
* Have misrepresented (in any way) their eligibility to enrol in a programme or course
* Have not been approved for enrolment by the employer (where this is applicable)
	1. Only the BMINZ Board or Managing Director may cancel a learner’s enrolment for misconduct or a breach of discipline or for misrepresentation through false or misleading documentation (see section 26: Misconduct)
	2. Learners whose enrolment has been cancelled for misconduct cannot be re-enrolled until their term of exclusion has been lifted or expired, or until they meet the enrolment criteria. The term of exclusion is determined by the Board or the Managing Director of BMINZ Ltd. (See section 26: Misconduct)
	3. Falsification of documents or evidence or non-disclosure of relevant required information at the time of enrolment or application for a programme or course will be treated as serious misconduct and is likely to result in the cancellation of the learner’s enrolment without refund of fees
	4. Companies who have a bad debt history may be excluded from enrolling learners through the employer lead programmes at BMINZ (see 12: Consequences of unpaid fees).   Learners may enrol and pay for the programme themselves if this is the case. However, the same as applies to companies with bad debt history applies to learners. Learners, in this case, cannot enrol or re-enrol using a company or other third-party invoice for payment, unless agreed to prior to application in writing by BMINZ’s Managing Director. All BMINZ enrolment criteria must be met including any entry criteria outside of fees prior to acceptance on the programme or course or as required by BMINZ Regulations and Rules
		1. For companies who are pay for learners on their behalf there will be a contract between the Company and BMINZ which will outline payment and enrolment options.
1. Official Enrolment
	1. BMINZ will issue a *Statement of Fees* to all financers of a learner’s training programme
	2. Learner enrolment in a programme or course commences when the relevant form/s for enrolment have been:
* Completed and signedby the learner and where appropriate the employer
* Submitted to the appropriate BMINZ representative
* Where the company is paying for the learners enrolment, fees have are paid as per the payment schedule
* Any other entry criteria has been met and

Either:

* They have paid their fees or have made provision for their fees to be paid; or
* They have not paid their fees but are attending the course after the period for the full refund of any fees paid has lapsed and has been invoiced, and BMINZ is enforcing the debt; or
* Have been granted a full or partial scholarship by participating sponsors.
1. Enrolment provisions for specific learner groups

The following table details enrolment provisions for specific learner groups:

|  |  |
| --- | --- |
| Group | Enrolment details |
| International learners | * International learners will not be enrolled in all or part of a programme at this time as BMINZ is not a signature to the Code of Practice for International Students
 |
| Learners under 16 years | * Learners who are under 16 years of age will not be enrolled in a BMINZ programme without parental consent, and where applicable employer consent. This includes any learner who is enrolled in a NZ school or an international school (secondary)
 |
| Domestic learners or those with permanent residency  | * May enrol if they can meet all of the BMINZ entry criteria, pay all the fees either themselves or through their employers as required, or have been granted a full scholarship
 |

1. Recognition of Prior Learning or Recognition of Current Competency

11.1 Formal prior learning and life experience is assessed through a process where learning outcomes are matched from the prior learning or experience to the current learning outcomes of the programme or course. This is called recognition of prior learning (RPL) and includes credit transfer (CT), cross credit (CC) and recognition of current competency (RCC). Prior learning might be work based, experiential, attested skills or formal learning

11.2 Recognition of Prior Learning may result in an applicant receiving credit for part of a programme, or a whole programme, that leads to a qualification in some cases

* 1. Credit for a prior qualification or course may only be given when it is specified in the programme or course regulations or rules including where the recognition meets the Graduate Profile Outcome of the specified qualification. In all cases evidence of prior learning must be supplied that clearly shows where the learning outcomes have been met for the programme or course. RPL may not be available for all programmes or courses
	2. BMINZ will apply Recognitionof Prior Learning where the following principles can be met:
* Credit will be granted for prior learning on evidence that the learning was educationally valid and sound. The process will be applied in a fair, valid and consistent manner that results in an effective and timely result for the learner. Any workplace/non-formal learning environment must be able to show provision and evidence of achievement equivalent to the learning opportunities of those provided in formal study or in BMINZ practical component
* Where recognition of prior learning is applied for from work experience (in the absence of formal study), there must be equivalent evidence that the learning outcomes from the programme have been met through work experience
* Learner applicants must provide appropriate evidence for assessment of prior learning which includes but is not limited to transcripts from a recognised tertiary education organisation in NZ or other approved country
* A BMINZ assessor will determine equivalence in the recognition of prior learning process
* The workplace/non-formal experience of every individual is unique and so recognition of prior learning applications will be considered on an individual basis and application **does not** guarantee recognition
* Credit will only be granted for prior learning that satisfies BMINZ course/programme outcomes; and
* Learner applicants who have been assessed as having the skill and knowledge equivalent to a programme, qualification, course or unit standard through RPL will be granted credit for it.
	1. Recognition of prior learning for some qualifications may be recognized through third party or external regulatory bodies such as NZQA who can recognise international qualifications or other equivalent qualifications. A fee may apply which is payable to NZQA directly
	2. Application for recognition of prior learning must be made at least **30 working days** prior to programme or course start date unless otherwise agreed by the Academic Manager
	3. There may be a fee for the recognition of prior learning process and any applicable fee will be determined prior to commencement of the process and the applicant notified in writing via email. This is due to the wide variation in qualification, programmes, unit standards or learning outcomes that could be recognised. Any applicable fee is payable upon application for RPL and is non-refundable no matter what the outcome of the RPL process
	4. Further information on the process for recognition of prior learning and associated fees is available from the Managing Director or Academic Manager.
1. Paying Fees

**General provisions**

This section covers the payment of fees by:

* New Zealand citizens and permanent residents
* And Companies

When payment is due - domestic learners (applies to companies and individual learner to pay)

* 1. Fees must be paid in full, or a signed agreement made for payment in instalments, by the start of the course
	2. Fees must be paid in full, or a signed agreement made for payment in instalments, by the start of the course
	3. Learners undertaking shortened or part of a BMINZ training programme must pay all fees before the first date of the programme for which they are enrolled
	4. In exceptional circumstances, individual learners may be approved to pay their fees in instalments
	5. Learners enrolling in BMINZ are **not** eligible for Learner Loans as BMINZ is not a funded organisation
	6. Learners on a full or partial scholarship may have administration fees, other applicable fees outside of tuition fees depending on the scholarship. Any and all of these fees are payable prior to the course/programme commencing

**Note:** Domestic learners are considered those learners who are New Zealand Citizens (including the Cook Islands, Tokelau and Niue) or permanent residents or Australian citizens or permanent residents residing in New Zealand. Unless NZ Citizenship or permanent residency documentation is provided and verified as authentic, BMINZ will not accept enrolments.

When payment is due – domestic learners

* 1. Fees must be paid in full, upon acceptance of enrolment
	2. All programme or course fees will be held in Trust with the Public Trust if the learner is paying directly themselves, under the Student Fee Protection Scheme
	3. If learners are paying directly themselves, programme fees are payable directly to Public Trust Student Fee Protections scheme and the applicable application forms are included in your enrolment and application packs
	4. If a company is paying, all learners’ fees must be paid in full or according to the schedule in the agreement between BMINZ and the company. BMINZ will then load all learners into the system to enable the credits to be registered as required per individual

Entry Criteria outside of programme fees

BMINZ runs practical hands-on training programmes which can lead to both qualifications and to real-life work experience, and as such there is or may be entry criteria outside of the programme fees

Liability for unpaid fees

12.12 Learners or companies who do not pay their fees on time are liable for:

* All unpaid fees; and
* All external costs of collection from appointed agencies
	1. Learners or where there is a company agreement, who fail to pay their fees are in breach of their enrolment agreement with BMINZ.  This may invalidate your enrolment, unless the individual or the company have made a commitment to pay their fees in writing with the Academic Manager or Managing Director prior to commencement of the programme
	2. Until learners or the company on behalf of individual learners have paid their fees in full they will not:
* Receive their final programme/course results
* Have course credits recorded on their official NZQA record of learning
* Be enrolled in further programmes or courses
* Be granted or allowed to graduate from the BMINZ programme; or
* Have their academic records transferred or updated

**Note:** This applies unless learners / the organisation have made, and are fully adhering to, a valid arrangement with BMINZ to pay their fees in instalments or have been granted a full scholarship (administration fees maybe applicable for scholarship learners)

* 1. BMINZ will enforce commitments to pay unpaid fees (e.g. via a debt collection agency).

Student Fee Protection Arrangements

* The New Zealand Government requires that all New Zealand Qualifications Authority (NZQA) registered Private Training Establishments (Education Providers) must protect all learner/student fees paid to them in advance by the individual student. This means that in the unlikely event that your Education Provider has to close before the completion of your course, the remainder of your learner fees will be protected. Your fees are protected within a Trust Account held by the Public Trust, which means that you will have the choice to receive any remaining fees back or have them paid directly to an alternative Education Provider

* Public Trust is New Zealand’s largest and oldest trustee organisation, set up in 1873 to provide New Zealanders with independent and reliable trustee services. Their role is to help you protect your learner fees during the period of your course/internship. All fees are deposited into a Public Trust account and then held in separate learner (Intern) fee trust accounts called Fee Protect
* BMINZ will comply with all NZQA’s Student Fee Protection requirements and NZQA’s Fee Protection Rules (2013). See the copy of [NZQA’s Student Fee Protection Rules (2013)](http://www.nzqa.govt.nz/assets/About-us/Our-role/Rules/SFP-Rules.pdf)
* This Student Fee Protection scheme does not apply where a company is paying the enrolment fee on behalf of the learner/student.
1. Cancellations, Postponements and Timetable Changes

13.1 BMINZ reserves the right to cancel or postpone a programme, or course if:

* There are insufficient enrolments before the programme, or course is planned to start; or
* For any other reason where cancellation is necessary for the sound management of BMINZ and its resources
* Cancellations will be notified in writing to the learners or the company (where applicable) at least 14 working days prior to the proposed comment date

13.2 Where BMINZ cancels or postpones a programme, or course, all learner fees will be (as determined by the learner):

* Refunded in full; or
* Credited to another programme or course

13.4 Where learners are enrolled in a course and the timetable changes after enrolment, BMINZ will endeavour to provide an alternative course that meets their requirements, or will withdraw the learner’s enrolment and refund their fees in full

* 1. As the BMINZ programme involves on-job work experience, the practical components of the programme may vary from day-to-day and cannot be strictly guaranteed to follow a specific timetable. However, BMINZ agrees to ensure that the full programme is completed by the end of the agreed programme date. A company/employer may may vary the programme at times, in agreement with BMINZ, with sufficient notice to enable work requirements to be met. This variation is not a valid reason for cancellation or withdrawal by the learner or for the company to withdraw from the programme
	2. BMINZ disclaims liability in the event of a programme, being suspended for an indefinite period of time as a result of unforeseen circumstance(s) beyond BMINZ LTD’s control such as a natural disaster.
1. Withdrawals

14.1 Learners may apply to withdraw from a course by completing and submitting a *Withdrawal and Transfer Application* form

* 1. Withdrawal applications will only be accepted within the duration of the course in which the learner is enrolled
	2. Withdrawal from the programme does not prejudice a learner’s right to apply for re-enrolment in that course
	3. Learners who enrol in a BMINZ programme which is three months or longer in duration who withdraw within the refund period are entitled to a full refund less a 10% administration fee, of the full programme or internship fee. This applies if the learner withdraws up to the end of the 10th working day after the start of the course. The start of the programme being the day the learner is expected to first attend the programme or the orientation for the programme
	4. Employers may withdraw approval for an employee to attend or be enrolled in an employer led programme in specific circumstances. This may vary from workplace to workplace, and learners will be informed of the circumstances by their employer
	5. Where an learner withdraws after the end of the 10th working day (as above in 14.4) and up to the 30th working day after the learner is required to attend a 75% refund is payable to the learner less any administration fee
	6. Where a learner withdraws after the end of the 30th working day the learner is required to attend **no refund** is payable
	7. Learners who enrol and later become subject to exclusion as a result of insufficient academic progress, must withdraw from any affected courses. BMINZ reserves the right to cancel such enrolments at its discretion with **no refund** available to the learner
	8. BMINZ may withdraw learners from a programme or course which they are enrolled in but have not attended within the first 15 working days from the course start date. All reasonable efforts (mobile phone, email, txt) will be made to contact learners to determine whether they wish to be withdrawn. If a learner does not respond to these efforts, they may be deemed to have withdrawn and **no refund** is available
	9. In exceptional circumstances, learners may be withdrawn from a course at the discretion of the Academic Manager. In this instance the refund policy in the table below will apply
	10. The date of withdrawal will be the date on the withdrawal form not the date the form is received if this is different
	11. Consequences of Withdrawal, see table below

The following table details what will be recorded on the academic record of learners who withdraw, or are withdrawn, from a course:

|  |  |
| --- | --- |
| Date of withdrawal | Academic record |
| Before the last full refund date (see section 14: Withdrawal and Fee Refund Table) | There will be no academic record for the relevant course |
| After the last full refund date but before the end of BMINZ’s withdrawal period (see section 14: Withdrawal and the Fee Refund Table) | The grade ‘W’ (withdrawn from course) will be recorded against the relevant programme/course (see Passes Competency and Final Results section). The grade ‘C’ will be recorded against the relevant course completed before withdrawal |
| After BMINZ’s withdrawal period (see section 14: Withdrawal and the Fee Refund Table) | The grade ‘C’ will be recorded against the relevant course completed before withdrawal. The grade ‘NC’ (did not complete course) will be recorded against the relevant course (see Passes Competency and Final Results section) |

1. Fee Refund

15.1 Refunds will be calculated from the date that the Academic Manager receives a completed Withdrawal form

15.2 Where BMINZ postpones or cancels a programme or course all fees will be refunded in full

15.3 Learners or companies who withdraw learners from or cease to attend a programme or course will be responsible for the payment of any outstanding fee or academic results will not be awarded to the learner and or the learner maybe asked to withdraw from the programme or course

15.4 All courses/programmes will be treated the same despite their duration regarding fee refund

* 1. Where learners owe any other fee to BMINZ these will be deducted from any refund owing
	2. Refunds will be paid directly into a New Zealand bank account.   Printed confirmation of the bank account details (e.g. a deposit slip, bank statement or similar) into which the refund is to be paid is required before any refund will be made
	3. Any Bank fee payable by BMINZ in relation to a refund is payable by the Learner or company (as applicable) and will be deducted from the refund amount. This includes any tax, transfer fee, administration fee, etc.
	4. Learners whose enrolment is cancelled following misconduct are not entitled to a refund of fees (see section Misconduct)
	5. Where there is any external examination or assessment fees these will be refunded less an administration fee provided BMINZ is informed in writing prior to any cut-off date by the external examiner or assessment provider. In some cases the learner or company maybe able to request this fee is refunded directly from the external provider and in this case it is the learners’ or company’s’ individual responsibility to do so within the timeframes publicised by the external provider
	6. Refunds will not be credited to another programme unless specifically requested as part of the withdrawal or transfer request, and must be approved by the Academic Manager in writing
	7. Refunds will be paid in New Zealand dollars (see section 8.1.6):
* Directly into a New Zealand nominated bank account
* To another NZ educational institution; or
* To the learner or learner’s employer if the company has paid for the learner’s enrolment
	1. No refunds will be made after the refund periods stated in the *section 14 above or in the fees refund table below* except on:

Compassionate grounds where the learner’s ability to study has been significantly affected by events beyond their control, including but not limited to:

* Illness
* Injury; or
* Death of a parent sibling or child or close relative
* Exceptional grounds, at the discretion of the Academic Manager or CEO (domestic learners)

15.17 To be considered for a refund on compassionate or exceptional grounds, a learner’s written application to withdraw must be accompanied by appropriate documentary evidence (e.g. a medical certificate or other appropriate evidence of the illness, injury or exceptional circumstances).

Fee Refund Table

|  |  |
| --- | --- |
| Withdrawal Date  | Refund  |
| * *Withdrawal and Transfer Application* form submitted to BMINZ before the course start date; or
* BMINZ withdraws a learner who has not attended within the first 15 working days from the course start date (see Withdrawal); or
* Course cancelled
 | * Full refund of the Programme or Course fees less an administration fee of up to 10% of any amount paid or $500, whichever is the lesser
 |
| * For courses three months or more in duration: Up to the end of the 10th working day after the learner is expected to attend the course or programme
 | * 75% less an administration fee of up to 10% of any amount paid or $500, whichever is the lesser
 |
| * Withdraws after the 10th working day and up to the 30th working day after the learner is expected to attend the course or programme
 | * 75% refund less any other expenses incurred for such as administration fee
 |
| * After the 30th working day after the learner is expected to attend the course or programme
 | * No refund
 |

1. Transfers
	1. Learners may apply to transfer between BMINZ programmes, or courses by completing and submitting a *Withdrawal and Transfer Application* form
	2. Transfers will only be made with the approval of the Academic Manager or Managing Director and where the programme is an employer led programme the employer must approve the transfer
	3. Transfers may not be available due to a lack of similar or available programmes or courses
	4. Transfers are only accepted:
* Within ten working days from the course start date for full programmes, or in the case of shorter courses or programmes learners within five working days from the learner’s acceptance onto the programme or course which will be the first date of communication with the programme or course Facilitator
* Within the current academic year (being 1 January to 20th December); and
* If places are available in the relevant course
* For employer led programmes the employer must approve the transfer within the specified timeframe above
	1. Transfer time frames are calculated from the start date of the course in which a learner initially enrolled. This applies to full-time and part-time courses or programmes
	2. The date of transfer will be the date that the completed *Transfer Application* form is received by the Academic Manager
	3. An administration fee may be charged for each transfer.  The fee must be paid at the time of the application, and the application will not be processed before this fee is received
	4. Learners must pay any direct costs (e.g. equipment, uniform, books or costs for external assessment fees (or similar) included in the programme or course fee) incurred by the BMINZ as a result of the transfer
	5. Transferring to another institution is treated as a withdrawal from BMINZ and all applicable rules and refund policies will apply
	6. As BMINZ do not run a wide range of programmes or courses it may not be possible to transfer learners to a different course or programme within BMINZ. Transfers will only be agreed to where there is a similar programme or course that the learner wants to transfer to within New Zealand. This may not be possible due to the unique nature of BMINZ programme. Learners may be able to transfer their enrolment to the next intake of the same programme or course if spaces permits. This is at the discretion of the Academic Manager and a transfer form will need to be completed and any fee applicable paid in advance. This may not be possible if the programme is an employer led programme (check with your Facilitator).
	7. Any transfer request by a Learner to another institution will require BMINZ to notify the employer on employer led programmes (ie where the employer has paid the individual learner enrolment fee.
1. Attendance
	1. The learner is expected to attend all training workshops unless sick
	2. Where the learner is sick for more than 3 workshops a doctor’s certificate is required
	3. The learner may request a leave of absence in exceptional circumstances. In this case the enrolment maybe moved to another date so as to enable the learner to gain the most benefit from the training and learning

* 1. Where attendance does not meet the programmes attendance requirements the learner enrolment may be terminated and the learning record deem incomplete
	2. Where the learner is enrolled in an employer led training programme the employer may have attendance requirements over and above or instead of BMINZ.
1. Assessment
	1. All programmes that result in a qualification listed on the New Zealand Qualifications Framework will involve summative assessment
	2. All BMINZ summative assessments will assess learning outcomes in a fair, accurate and consistent manner using valid assessment tools
	3. Learners will be advised when a programme or course begins of the:
* Assessment information and requirements
* Assessment dates/timetables
* Pass and grade values
* Reporting of achievement
* Appeal provisions
* Arrangements for the return of assessment evidence
	1. Summative assessment may be achievement or competency based as specified in the relevant programme or qualificaiton rules
	2. Assessment may be integrated into the workshop sessions and may include evidence being gathered from activities during both workshop sessions and practical observations while working on the job.
	3. Learners are responsible for understanding the assessment rules (section 19 below) and procedures for their programme or course including the practical workplace observations
	4. Assessment maybe open book or integrated into the workshop sessions or in a supervised exam type situation or integrated as part of the learners work (workplace observation). Learners must obey any direction given by the Facilitator or assessment supervisor and any rules that apply including the use of computers, wearing of watches, types of equipment allowable, Health and Safety requirements and request for silence, etc
	5. All answers in the summative assessment must be the learners own work.  All work (assignments, assessments etc.) handed in by learners for summative assessment must be their own work, reflect their own learning, and must not be plagiarised or copied from resources or from other learners or written by someone other than themselves (all cited material must be formally referenced and acknowledged).  Once an assessment or assignment is completed it cannot be resubmitted for another course or programme or resubmitted by another person as their own
	6. All workplace practical observations must comply with any Health and safety requirements. The observer assessor may stop the observation at any time if they deem the situation to be unsafe and a threat to their own or others safety
	7. Group assessments or assignments maybe presented by the group. All group participant names and identification numbers (if applicable) must be on the summative assessment or assignment
	8. Misconduct during assessment may result in the learners’ enrolment being cancelled or result in a ‘not competent’ in that assessment. This may lead to a stand down period where the learner cannot graduate. Plagiarism or coping of another learners work or work that is completed by a person other than the learner is viewed a **serious misconduct**.
	9. Learners are responsible for satisfying all summative assessment requirements for their programme or course, and for being present and available for summative and or practical observation assessments at the published time and place or for handing in assessments/ assignments on time to the correct place
	10. In extenuating circumstances learners may apply for an extension once during the duration of the programme to the Academic Manager. This is at the discretion of the Academic Manager and/or the employer in employer led programmes
	11. Competency based assessments are considered summative assessments. Where the learner has not adequately answered the question, the question can be resubmitted with the incorrect section only being re-answered. In this case there are two attempts available to the learner before the learner’s enrolment in that programme or course may be deemed to be Not Yet Competent (NYC). Re-enrolment in the unit standard may be required in this situation, and a fee maybe payable for each unit standard or module which the learner requires re-enrolment in. The Academic Manager and the Facilitator are available to support the learner to competency, and it is expected that the learner will ask for help when they need it
	12. Examinations or practical observations as summative assessments will be scheduled to suit the timetable of the programme and/or any work schedule. Where there is a clash of dates or times it is expected that the learner bring this to their Facilitator’s attention ASAP. Alternative arrangements will then be made to sit both either exams or the practical observation (generally) on the same day
	13. BMINZ will not make changes to summative assessment or examinations or practical observations except under exceptional circumstances and where this can done to ensure no disadvantage to the learner.
	14. Plagiarism-detection software is one of the tools available to BMINZ to confirm that the learner’s written work is their own. By enrolling in a programme or course at BMINZ, learners agree to their work being submitted to plagiarism-detection software for checking where this is available.  Declining to allow the use of the plagiarism-detection software by BMINZ could result in a learner being unable to complete a programme, or course.  Plagiarism-detection software is not the only method of plagiarism detection and any method used by the assessor is valid.
	15. Examination and assessment assistance is available under specific circumstances such as injury, illness, or pregnancy or for those with a learning disability. Wherever possible, applications should be sent at least 15 working days before the date of the examination, test or due date of the assessment and must:
* State the reason why assistance is required
* Include appropriate evidence of the impairment or other condition
* Be endorsed by the course Facilitator and the Academic Manager

18.20 Examination and test or assessment assistance may not be available for some programmes, or courses. Assistance may be provided in the following ways:

* Additional time. This would normally not exceed 20 minutes for each hour of the examination or test
* Assistance by a reader and or writer
* Assistance by a New Zealand sign language interpreter
* A combination of the above
	1. Summative assessments will be marked and learners notified of outcomes as quickly as possible.  Practical observations will be marked as they occur and competency for that practical component will be notified to the learner on completion of the observation. This may not be competency for the whole course or programme but only for that component. For all other summative assessments, unless otherwise notified, this will be within ten working days of the assessment taking place or being due.
1. Assessment Rules

19.1 Learners must present themselves for the assessment free from the influence of alcohol or any non-prescription drugs

* 1. Learners are required to make the assessor aware of any Special Assessment Conditions, medical, physical or learning disabilities or other medical conditions or special needs they have which are relevant to the assessment
	2. Learners must follow all reasonable instructions given by the Assessor or that is included in the assessment document including all Health and Safety requirements or requests. An assessment or practical observation may be stopped if the assessor or observer deems the situation to be unsafe to themselves, the learner and any others
	3. Learners must act honestly and in ‘good faith’ at all times during the assessment, practical observation or examination process including where the assessment is completed during their own time or as part of an assignment
	4. Learners must not accept, receive or provide undue assistance or unauthorised help to / from any person in the completion or submission of their assessment or throughout the practical observation
	5. All work presented for assessment must be genuinely that of the learner enrolled in the programme/course and submitted on the due date
	6. It is the learner’s responsibility to utilise assessment and reassessment opportunities when they are offered to them by their Facilitator
	7. All learners are to sign a Learner Declaration Form, which includes a declaration that the work is the learners and has not been plagiarised or copied from another person. This is generally forms part of the assessment or examination documentation

19.9 Learners are required to retain a copy of any assessment or assignment or practical observation sheet they complete and hand in for marking/assessing. BMINZ will return a copy of any exams/assessment/assignment/practical observation sheet completed by the learner

* 1. Reassessment or Resubmission - If a learner does not achieve a Unit Standard or assessment on the first attempt he/she will be given two further opportunities to provide additional evidence for the parts of the assessments where there is insufficient evidence of achievement / performance – this is called reassessment
	2. **Reassessment** will take the form of either: Resubmission or Further Assessment **Resubmission** or Conferencing is used by the Assessor when the learner has made a small number of minor errors or omission and additional assessment is required. The decision to offer a resubmission opportunity is entirely up to the Assessor and will depend on the specific circumstances
		1. For practical observations where competency is not gained on the first observation, the learner is given two more chances to gain competency in the practical observation component
	3. **Further Assessment** **Opportunity** (Resit) is when a learner is given another complete assessment opportunity to provide further evidence of the best achievement. Further Assessment Opportunities will only be provided after further learning / teaching has taken place. Depending on the particular circumstances, learners may be offered a maximum of two Resubmission Opportunities and one Further Assessment Opportunity
	4. All learner work whether assessment/assignment or examination or practical observation will be subject to moderation (quality assurance) both internally and externally as required.
1. Breach of Assessment Rules

Any suspected breach of the Assessment Rules, such as failure to follow instructions, dishonest practice, plagiarism or copying, serious misconduct or failure to meet authenticity requirements will be investigated by the Academic Manager. If a ‘breach of the rules’ is proven, it may result in disciplinary procedures / action being taken against the learner. Any breach of the rules involving serious dishonesty may be referred to the employer if the learner is on an employer led programme, and the Police for further investigation and action

1. Authenticity of Learner Work

21.1 All work submitted by learners for summative assessment, as evidence of competency, must have integrity and be valid, authentic and free from plagiarism. It must be genuinely the work of the learner concerned. Learners must not receive undue assistance or unauthorised help from any person in the preparation and submission of their assessment work or throughout their practical observation**. Learner work must be their own; this includes for practical observation**

21.2 BMINZ takes academic and assessment honesty and integrity, and the authenticity of learner work very seriously. All learner assessment work will be closely checked for authenticity and maybe submitted to plagiarism-detection software for checking

21.3 Practical observations must be completed by the identified learner. No other person may stand in for the identified learner for the practical observation assessment. In this case it would be considered serious misconduct

1. Passes, Competency and Final Results

22.1 Summative assessments, and or assignments/assessments may include practical components/observations, where competency must be gained as well, as the ‘theory’ component to be awarded competency at a unit standard level and or at a qualification level

22.2 In programmes/courses where a competency based summative assessment (including practical components) system is used, one of the following results will be specified:

|  |  |
| --- | --- |
| Code | Meaning |
| C | Competent  |
| NYC | Not Yet Competent |
| FER | Further Evidence Required |
| F | Fail |
| W | Withdrawn from course |
| NC | Did not complete course |
| CT | Credit transfer |
| CC | Cross credit |
| RPL | Recognition of Prior Learning |
| AO | Attendance Only (no competency gained through assessment)  |

22.3 Learners final results will be notified within 10 working days of completion of the assessment, assignment, or examination due dates and/or practical components of the programme. BMINZ will submit results to NZQA within 3 months of finalisation of results

22.5 Results will only be awarded to the learner if all fees have been paid and all other enrolment conditions have been met by the learner prior to final assessment. Where this is not possible, the learner can expect results to be withheld until all requirements and fees have been paid or met. This includes if the employer has not paid the fees on the learner’s behalf

22.6 Where a current learner has completed the programme or course requirements and is competent, but dies before receiving their final course results notice, their next of kin or personal representative may apply in writing to BMINZ to receive their final results.

1. Appeals Process

23.1 The assessment appeals process is different to the complaints process. The assessment appeals process is where you appeal the decision/outcome of your summative assessment/assignment

23.2 If a learner has an issue or problem with any aspect or decision associated with the assessment process, they are entitled to lodge an appeal within 48 hours of receipt of the assessment decision. Before lodging an appeal, learners should first informally discuss the assessment decision and the issue involved with the Assessor / Facilitator concerned who may make notes or record the conversation as evidence of the discussion. If the issue is not resolved and the learner is still not satisfied, the learner has 48 hours from the date that the marked/assessed work was returned, to lodge a formal written appeal to the Academic Manager

23.3 The QMS Manager will investigate the matter and make a decision in consultation with the assessor and/or a different assessor or may refer the appeal to the moderator. Feedback will be given to the learner within 5 working days of the appeal

23.4 If still not satisfied with the decision, the learner can request that the case be referred to an Independent External Assessor or to NZQA.

1. Learner Complaint Procedures

24.1 If a learner believes they have been wronged or treated unfairly or have a legitimate issue, concern or grievance regarding any aspect of a programme that they have been participating in, they are entitled to lodge a complaint. Learners should first raise any issues/problems or concerns with both the Facilitator in writing before invoking formal procedures in writing

24.2 In the case of employer led programmes, when a complaint is lodged by the learner the employer should be informed at the time the complaint is raised, with a copy of the complaint in writing

24.3 If the issue cannot be resolved or the learner is not satisfied with the outcome or is uncomfortable raising the issue with the Facilitator, the learner can take the complaint / grievance directly to the Academic Manager. This is done by submitting a written signed statement outlining the circumstance and reasons for the complaint and sending it to the Academic Manager, marked:

Confidential: Learner Complaint

Academic Manager

BMINZ Ltd.

24 Washer Road

Te Puke

or email academic@bminz.co.nz

24.4 The Academic Manager (in consultation with other staff members as applicable) will investigate the matter, clarify any issue and advise the learner of the decision, outcome and action to be taken within three working weeks of receipt of the formal complaint. If a satisfactory outcome is not achieved to the complaint, the learner is entitled to lodge a formal complaint directly to NZQA (within 6 months) by using the correct NZQA procedures and forms found in a copy of the [NZQA Complaints kit](http://www.nzqa.govt.nz/about-us/make-a-complaint/make-a-complaint-about-a-provider/) (see NZQA website) and emailing it to qadrisk@nzqa.govt.nz or posting it to:

The Complaints Officer

Quality Assurance Division

NZQA

PO Box 160

WELLINGTON 6140

1. Learner Record and Information

25.1 BMINZ collects and stores private and confidential information to comply with Agencies such as TEC, NZQA and ITO’s and any other Regulatory body. The collection, input and storage of data and information, such as learner personal details and assessment results, is strictly controlled, managed and securely stored by BMINZ in accordance with the Privacy Act (1993) and the organisation’s Privacy Policy and procedures. The information is primarily used for reporting purposes to NZQA or TEC or an ITO and for moderation/quality assurance purposes. At the time of enrolment learners agree to the release of personal information for these purposes

25.2 The people within BMINZ that may have access to learners’ personal information will be restricted to: Programme Consultants, Programme Facilitators, Assessors, the Academic Manager, enrolement administration staff and the Managing Director

25.3 The employer may have requested progress reports or notification of academic achievement if they have paid for the training programme and the enrolment of the learners. In this case the learner agrees that the employer may have access to academic records of achievement and or progress reports on achievement by individual learners. This is agreed at the time of the enrolment by signing the Learner Enrolment Form

25.4 All learner enrolment records and learner personal details will be kept for a minimum seven years after the learner completes their course. Learner final achievement results and qualification records will be retained indefinitely, and safely and securely stored and archived. Where the learner is enrolled in an NZQA course / programme / qualification, NZQA has an individual learner’s record of achievement that the learner can access at any time

25.5 NZQA Record of Learning / Achievement is accessible to all learners once they are enrolled on an NZQA programme or course with BMINZ. If learners do not already have a National Learner Number (NSN) at the time of enrolment BMINZ will apply for one and this NSN will allow the learner and BMINZ administrators’ to access the learner NZQA Record of Learning / Achievement.

1. Misconduct Definitions

When a learner enrols they agree to behave in an appropriate and safe manner. The learner handbook has the minimum levels of behaviour expected during the training programme. In addition to this, the following is considered misconduct

26.1 Misconduct is any learner behaviour that:

* Breaches any of BMINZ’s rules, regulations, policies or any other rules made for the good governance of BMINZ
* Breaches any of the laws or legislation of New Zealand
* Brings or has the potential to bring BMINZ into disrepute
* Interferes with BMINZ’s pursuit of its educational objectives
* Fails to have regard for the rights of other
* Interferes with the safety of persons or property on or in the vicinity of BMINZ campus or the learner’s worksite or Premises
* Occurs in the context of any official BMINZ activity (including practical work experience, off-campus visits, work-experience or online activities)
* Is related to a learner’s status as a learner of BMINZ.

26.2 Misconduct includes but is not limited to:

* Failing to comply with directions given by any staff member to maintain safety, good order or discipline
* Failing to comply with any instruction relating to safety given by any person duly authorised to give such instruction including but not limited to any person associated with or employed by BMINZ Ltd or their contractors
* Acting in a disorderly, reckless, offensive or obscene manner
* Smoking in any buildings or in any other designated non-smoking area
* Failing to comply with the learner behaviour expectations in the learner handbook
* Committing misconduct during assessment
* Committing any criminal offence
* Consuming, having in one’s possession, or controlling alcoholic liquor, drugs or any other mind-altering substance (other than those medically prescribed)
* Possession of a firearm (including an airgun, paint ball gun etc.) or weapon
* Acting or behaving in a way that is detrimental to the proper conduct, reputation or good order of BMINZ or business on which training is held, or any other subsidiary where the learner may have contact during their enrolment with BMINZ
* Impairing, interfering with or otherwise prejudicing the studies, duties or activities of any other learner or staff member of BMINZ
* Refusing to leave a class/learner activity or work site, when the staff member in charge requests they leave because the learner is:
* Acting or is likely to act without due regard to personal safety or the safety of others; or acting or is likely to act to impede or interfere with normal teaching activities and/or learning of others
* Acting or is likely to act to impede or interfere with the working on site at a practicum in such a way as to not comply with the site Health and Safety procedures or failing to complete the site Health and Safety induction programme
* Falsifying evidence or not disclosing required information regarding meeting the entry criteria for a programme/course.

26.3 Misconduct during assessment - Definition

Any attempt by a learner to gain an unfair advantage in a summative assessment or assignment or practical observation. It includes, but is not limited to, the learner:

* Copying information directly from another learner (current or past), either in whole or in part, with or without their permission
* Allowing another learner to copy their summative assessment (in part or whole with or without your permission)
* Facilitating or giving by electronic transfer, of soft copies, of their assessment/assignment work to other learners
* Giving or lending a printed or hand-written copy of their assessment/assignment to another learner
* Failing to exercise reasonable care and responsibility in protecting their work from being accessed by other learners.  This includes giving someone the opportunity to copy their work
* Using or having access to prohibited resources or reference material, written or electronic, in a test or examination
* Communicating with another learner in a test/examination to transfer information by way of electronic, voice, visual or other means
* Accessing or taking test or examination question papers without approval
* Failing to follow the invigilator’s/Facilitators/assessor instructions in an examination or assessment situation
* Any action that is aimed to defeat the purpose of the summative assessment
* Working together on a summative assessment when it should be individual work
* Having another learner stand in for the identified enrolled learner in any assessment but particularly for a practical observation assessment
* Breaching any rule or regulation relating to summative assessment
* Misrepresenting a disability including a learning disability, temporary illness or injury or exceptional circumstances beyond one’s control and then seeking special assessment or test or examination conditions.

26.4 Plagiarism

BMINZ takes **Plagiarism** very seriously. Plagiarism or copying (i.e. using the work of another without indicating that the ideas are not their own), including:

* Paraphrasing information without referencing the source, including but not limited to: from the workbooks or resources supplied by BMINZ or an Industry Training Organisation (ITO) or similar Tertiary Education Organisation (TEO)
* Copying information directly without referencing the source including from the workbooks or journal articles, books or other resources supplied or not by BMINZ or any ITO or similar TEO
* Presenting someone else’s work as one’s own for summative assessment, including having someone else translate for the learner, either individually or electronically, their own or other’s assessment/assignment.
	1. Consequences of Misconduct

Learner Discipline

* Learners will be treated fairly, equitably and consistently and in a way that respects their dignity and personal rights
* Any breaches of discipline will be handled and investigated promptly and in a manner that preserves the mana and personal dignity and integrity of the individual learner involved. Learners will be kept well-informed during all stages of any investigation
* A verbal warning would normally precede a written warning depending on the seriousness of the misconduct
* BMINZ always adheres to the principles of ‘natural justice’, ‘transparency’, the ‘right to privacy’, ‘fair process’ and ‘good faith’ at all times when investigating and dealing with learner discipline issues
* In discipline situations learners will be listened to with an open mind and have the opportunity to put their version of events, which will be considered with an open mind and with no predetermination. Only relevant information will be considered in dealing with discipline issues. Learners are able to have a support person present for any disciplinary matters
* Learner Behaviour Rules’ breaches will be handled according to the seriousness of the offence and the consequences will be directly proportional to the severity of the breach in discipline
* Any assessment rules breaches are to be handled as per (section 20 above) Breach of the Assessment Rules and will be followed up and investigated using the Disciplinary Procedures (26.6)
* Failure by learners to attend any disciplinary meeting will not prevent a decision being made.  Where learners fail to attend a meeting, the outcome of the investigation will be forwarded to them in writing by email or by hand to the learner concerned and receipt recorded in both cases

26.6 Disciplinary Procedures

* Learners have the right to fair process during any disciplinary procedures by BMINZ. The purpose of disciplinary procedures will be to prevent the reoccurrence of the inappropriate behaviour or misconduct
* BMINZ disciplinary procedures and any resulting disciplinary action will emphasise problem solving and corrective action required to amend the learner’s behaviour and to provide the learner with a reasonable opportunity to do so, not to punish the learner unduly. Where appropriate disciplinary procedures may include assistance to help the learner to overcome the problem
* If an employer led programme, employers may initiate their own disciplinary procedures for breaches of discipline.

Disciplinary procedures for serious breaches of discipline, including on-going unacceptable behaviour, misconduct and serious misconduct will involve:

* Director or Academic Manager investigating and assessing the situation and the question asked – is the concern, complaint or issue sufficiently robust or serious to require the implementation of disciplinary procedures
* Director or Academic Manager supplies a letter to the learner describing the specific inappropriate behaviour or misconduct and providing all the necessary information / documentation
* The learner is invited to a meeting and given the opportunity to discuss the problem, comment and provide an explanation for the behaviour
* The learner may have a support person or representative at any time during the disciplinary process, including but not limited to an approved translator where English is a second language
* The learner response is considered with an open mind by the Director or QMS Manager
* Meeting notes, recordings are kept as an accurate record of the discussions and meetings
* If necessary further action maybe taken by the Managing Director
* A decision is made by the Director and/or the Academic Manager on the relevant facts and the evidence provided in the discussions and meetings. NB: there must be ‘reasonable grounds’ to support that serious misconduct or misconduct has occurred
* The learner is advised of the decision in a respectful and private way
* If it is found that a breach of discipline has occurred, then disciplinary action will be taken as per below.

26.7 Disciplinary Action

BMINZ will always act in a fair open and equitable and even handed manner in respect to disciplinary matters including in implementing learner disciplinary action in a manner that is proportional to the breach of discipline.

**Dismissal or withdrawal from class or campus or workplace training programme:** In serious cases of alleged misconduct where, on reasonable grounds, it is considered necessary to maintain order, safety or an effective learning environment:

* The Facilitator in charge of a class may dismiss learners from attending class for a period not exceeding two working days; or
* The Academic Manager or Managing Director may dismiss learners from the campus or any defined campus area including any BMINZ work sites, for a period not exceeding two working days
* **Note:** In exceptional circumstances, the BMINZ Board or Managing Director may suspend learners after the initial dismissal period
* A full and immediate investigation will begin within 3 working days

**Suspension:** In serious cases of alleged misconduct where, on reasonable grounds, it is considered necessary to maintain order, safety or an effective learning environment, the BMINZ Board or the Managing Director may suspend learners from attending classes and/or the campus or any defined worksites, to allow an investigation to take place and a decision to be made.

**Investigation:** Investigations into alleged incidents of misconduct will commence within three working days and will follow the disciplinary procedures for BMINZ.

Where misconduct has been proven, the learner will be advised in writing and where possible verbally as well of:

* Any penalties imposed and appeal procedures; or
* That a recommendation has been made to BMINZ Board and or the Director to dismiss/withdraw the learner from BMINZ programme or course with no refund possible.

Penalties

Penalties for proven incidents of misconduct will be imposed in a consistent and transparent manner, taking into account all of the circumstances of the individual incident.

Disciplinary action/penalties may include the following (or combination of) depending on the seriousness and particular circumstances of each case.

* Discussion of the problem
* An oral or written warning / reprimand
* A directive for the learner to apologise
* Restorative justice procedures
* A denial of credits (for a Breach of the Assessment Rules)
* Restitution requirements
* Stand down/suspension/expulsion
* Suspension from attendance at any training or observation assessment sessions in the workplace of the learner
* Referral to the Police or Regulatory body or other applicable body
* The employer imposing their own disciplinary action for employer led programmes, if and when applicable.

In making a decision of the penalty to be imposed, decision makers will have regard to:

* The seriousness of the misconduct
* Previous incidents of proven misconduct by the learner
* The best welfare and possible re-integration of the learner concerned
* The wider implications of the behaviour and proposed penalty on other learners; and
* Any mitigating factors of the learner’s actions such as an expression of contrition, payment of full restitution, a willingness to seek medical treatment or other professional counselling at their own expense
* Consideration as to the workplace rules where the training programme is at the learner’s workplace.

26.8 Appeal of misconduct decisions

Learners who have been disciplined by BMINZ for misconduct and believe that they have been unjustly or unfairly treated may appeal the decision.

Grounds for appeal include, but are not limited to:

* The procedures used for investigating or resolving the misconduct were unfair
* That new evidence has become available
* That all relevant factors were not taken into account; and
* The penalty imposed was out of proportion to the nature of the misconduct and the circumstances of the case

Appeal into the decisions will be heard by BMINZ Board or Director. Learners must appeal in writing to the Chief Executive or the Chair Person of the BMINZ Boardwithin 5 working days of the date the decision was communicated. Appeal applications should include:

* The name of the person who made the decision;
* Brief details of the alleged misconduct and the action taken; and
* An outline of the grounds for appeal.
* The appeal decision of BMINZ Board Chair Person will be final in this case.

Every appeal will be considered on its merits.

When determining the outcome of the appeal, decision makers may:

* Uphold the appeal; or
* Dismiss the appeal and either confirm the penalty previously imposed or impose a lesser penalty

Learners will be advised of the outcome of their appeal within 5 working days of the appeal being heard.

26.9 Misconduct records

Where learners are found to have committed misconduct, this decision including any penalties imposed will be kept on their individual learner record at BMINZ.

Where an allegation of misconduct is not proven, or a decision is overturned on appeal, no record will be kept on a learner’s record at BMINZ.

1. Learner Health and Safety

BMINZ will inform each learner of the health and safety responsibilities at the introduction session of the training programme, and expects learners to comply with those responsibilities. If the training programme is held on site in the workplace, company Health and Safety requirements apply also.

27.1 BMINZ is committed to providing and maintaining a healthy and safe environment for all staff, learners, contractors, and other visitors, in compliance with the Health and Safety at Work Act 2015.

27.2 The creation and maintenance of a healthy and safe place to work and study is the shared responsibility of the BMINZ Board, staff and learners

27.3 Learners are expected to take responsibility for their own health and safety. Learners must act in a manner that does not jeopardise their own safety or the safety of others

27.4 Learners must at all times follow BMINZ health and safety policies, procedures and safe work practices.  This includes, but is not limited to:

* Complying with any safety instruction(s) given by BMINZ staff members or their workplace Health & Safety Policy
* Be compliant with any workplace Health and Safety requirements
* Following agreed safe work practices such as wearing any personal protective equipment, e.g. safety glasses, prescribed footwear and protective clothing in designated areas. This includes during training exercises or practical observations
* Reporting any incident that has led to an accident or a near miss to a BMINZ staff member and a workplace supervisor, as required for the specific workplace
* Following BMINZ’s or the workplace (where the learner is in a workplace training programme) evacuation procedures in the event of an emergency evacuation of any kind
	1. Learners are expected to make themselves familiar with all BMINZ Health and Safety policies and procedures, including any specific policies and procedures related to their own workplace or the site where any particular training or practical observation is taking place
	2. Smoking is only permitted in designated smoking areas, if available
	3. The use or possession of alcohol or drugs while attending a BMINZ training workshop is prohibited. BMINZ have the right to exclude a learner who is under the influence of drugs or alcohol. Where training is carried out in the workplace, BMINZ will work alongside the organiation’s Health and Safety regulations regarding this misconduct, and any disciplinary action these actions result in. Attending a workshop under the influence may result in a learner being removed from the training programme.
1. Dealing with Harassment
	1. BMINZ is committed to providing an environment free from sexual, racial and other forms of harassment. BMINZ will neither tolerate nor condone harassment of staff, learners, other worksite employees or members of the public
	2. Learners must not harass other learners, staff, other workplace employees or any member of the public while engaged in BMINZ activity

28.3 Learners who are subjected to any form of harassment can report it confidentially to any BMINZ staff member they feel comfortable with or directly QMS Manager

* 1. BMINZ takes complaints seriously and is committed to providing learners with access to fair, effective and culturally appropriate procedures for resolving complaints and making comments
	2. BMINZ expects staff and learners to work together to directly resolve problems if possible, but recognises that this may not always be achievable.  Complaints shall be dealt with in accordance with the BMINZ *Complaints Resolution Policy*. BMINZ will listen to and work to resolve complaints in a prompt, fair and professional manner, and in accordance with the principles of natural justice
	3. BMINZ may withdrawal a learner or suspend a learner’s enrolment if it is found that they have been harassing a fellow learner, staff member or member of the public. The learner complainant will be given every opportunity to continue their studies and BMINZ will support them through this time to ensure they gain back their confidence and that no further issues are found.

1. Learner Complaint Procedure

This section deals with learner appeals in respect of the administration of the *Learner Rules & Regulations*, or the running of any programme, or course. It does not cover appeals against misconduct decisions (see section 12.5: Appeal of misconduct decisions).

29.1 Learners may make a complaint in regard to unjust or unfair treatment in writing to the Academic Manager

29.2 The QMS Manager will review the complaint, and investigate the compliant thoroughly and advise you of the outcome within 10 working days of receipt of the complaint. The complainant learner may have a support person with them at any point throughout the process.

* 1. Following this decision learners who believe that they have been unjustly treated by any decision, action or omission in respect of the administration of the *Learner Rules & Regulations*, or of the running of any programme, or course may apply in writing to the Director to have their appeal heard
	2. Appeals will only be accepted where a written application is received by the Director ten working days of the date of the initial decision following the complaint decision by the Academic Manager
	3. The appeal will be heard and decided in the first instance by a Complaint Appeal Committee made up of the following: Director, Academic Manager and/or any other designated senior manager or legal adviser as appointed by the Director or BMINZ Board
	4. Learners will be advised of their right to attend the appeal meeting and to be accompanied by a support person. BMINZ will provide a support person if required
	5. The Director will hear appeals against an appeal committee decision where a written application is made to the Director within ten working days of the date of the communication of the appeal committee’s decision to the learner
	6. The Director will only consider appeals against an Appeals Committee’s decision if there is an allegation of unfair or improper treatment of a learner due to a breach of, or inadequate application of, academic rules, regulations or procedures. Cases that require the Director to substitute their judgement for that of the Academic Manager will not be considered.

Internal complaints process complaint

Where their concerns have not been resolved following BMINZ’s internal complaint processes, learners may make a complaint to NZQA.

29.9 Learners may make a formal complaint to NZQA if they feel BMINZ has not resolved the issue to their satisfaction. NZQA is a government organisation and they will independently assess your complaint and will either investigate your concerns or advise you of what to do next.

29.10 Complaints to NZQA can be made to qadrisk@nzqa.govt.nz or for further information learners can call 0800697296.

29.11 If the complaint is a financial dispute, learners can contact Fairway Resolution Fair Way Resolution has been appointed to mediate and resolve financial disputes or contractual disputes between the International Learner and BMINZ as the provider. NZQA have appointed FairWay Resolution under International Learner Contract Dispute Resolution Scheme (DRS) Rules 2016.

29.12 Fairway Resolution can be contacted on 0800774422 or via their website [http://www.fairwayresolution.com/got-a-dispute/ilearner-complaints](http://www.fairwayresolution.com/got-a-dispute/istudent-complaints)