Policies

and

Procedures
Training Policies and Procedures

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INTRODUCTION

The purpose of these Policies and Procedures is to provide a written document outlining the commitment by All Hands on Deck Maritime Training (the company) to providing Quality Maritime Training and Assessment that is consistent with the company’s scope of registration and scale of operations.

These Policies and Procedures also identify a commitment by the company of ensuring a safe, effective and efficient workplace for all employees, contractors and students who have dealing with the company.

All Hands on Deck Maritime Training is committed to providing a safe working environment for its employees, private contractors and students when undertaking training or conducting work for the company in accordance with the Work, Health and Safety Act 2011 and industry best practice. This commitment extends to include shore-based areas under the company’s control (such as classroom venues) as well as on board the company’s training vessel.

The company’s commitment is to the following:

1. To provide quality maritime training and assessment
2. To ensure the company is in compliance with the Conditions of Registration
3. Ensure the company is in continual compliance with the requirements of the Australian Quality Training Framework AQTF Essential Conditions and Standards for Continuing Registration
4. To ensure the company collects and uses data in accordance with AQTF Quality Indicators.
5. Ensure all Training and Assessment meets current industry standards
6. To ensure an active W H & S policy to prevent physical injury or loss of life to any person having dealings with the company.
7. To ensure protection of the environment in all our maritime activities.
8. To maintain technical and operational efficiency of the vessel to the highest possible level in accordance with survey requirement and by conducting regular vessel inspections.
9. To protect the vessel and crew from illegal practices by establishing proper and effective workable policies and procedures.
10. To operate the vessel and transport our clients safely and efficiently by employing competent crew.
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1. **Organisational Structure of All Hands on Deck Maritime Training**

1.1 **All Hands on Deck Maritime Training** is a registered training organisation with the Australian Skills Quality Authority (ASQA). Provider #90927.

1.2 All Hands on Deck is a partnership arrangement between Peter Colin Wood (Training Master/Operations Manager) and Derek Paul Wood (Vessel Manager).

2. **Organisational Responsibility and Authority**

2.1 The Partners have delegated the overseeing of the operations and management of the vessel and its Masters/Engineers and GPH crew to the Vessel Manager. The Vessel Manager is responsible for ensuring the vessel is ready for service in a seaworthy condition and remains in compliance with all survey requirements.

2.2 The Partners have delegated the management of the training program to the Training Master/Operations Manager.

2.3 The Training Master/Operations Manager is responsible for overseeing the management of the training program and for the management of the Maritime Teachers and Students.

2.4 The Training Master/Operations Manager is responsible for ensuring the company is in continuous compliance with RTO annual internal audit and registration requirements of the Standards for Registered Training Organisations in the company’s training/assessment activities.

2.5 The Training Master/Operations Manager will ensure that all staff are supplied with a copy of the current company Policies and Procedures.

2.6 The Training Master/Operations Manager is to ensure that all staff are regularly informed of any changes to the company Policies and Procedures.

2.7 The Training Master/Operations Manager is to ensure that the company Policies and Procedures are understood and implemented by all staff.

2.8 The Training Master/Operations Manager is responsible to ensure the company is in continuous compliance with the requirements of the NVR Standards.

2.9 The Training Master/Operations Manager is responsible to ensure that the company cooperates with the registering body with regards to:

2.9.1 Any audits
2.9.2 All reporting requirements and data collection
2.9.3 Notifying of any changes to the company ownership
2.9.4 Retention and retrieval of training records
2.9.4 Ensuring that all accounts are audited and the company complies with its Financial Viability responsibilities.
2.10 The Training Master/Operations Manager is responsible for ensuring that all senior staff and managers submit an annual report identifying their suitability in regards to the criteria as a Fit and Proper Person (FPP).

3. **Recognition of Qualifications issued by other RTO’s**

3.1 As a Registered Training Organisation (RTO) All Hands on Deck Maritime Training agrees to operate within the Principles and NVR Standards. This includes a commitment to recognise the Training Qualifications and Statements of Attainment issued by any other Registered Training Organisations.

3.2 All Hands on Deck Maritime Training will provide all staff, students and clients with information on the company’s recognition of prior learning policy (RPL). *(See Annexure B)*

4. **Legislative Requirements**

4.1 All Hands on Deck Maritime Training will meet all legislative requirements of State and Federal Governments. Including:

4.1.1 Work, Health and Safety *(See W H & S Policy Annexure C)*

4.1.2 Workplace Relations

4.1.3 Vocational Placement Standards

4.1.4 Anti Discrimination Laws

4.1.5 Equal Employment Regulations

4.1.6 Sexual Harassment and Discrimination

4.1.7 ASQA Legislation

5. **Access and Equity**

5.1 All students will be recruited in an ethical and responsible manner and consistent with the requirements of the curriculum or National Training Package. Our Access and Equity Policy ensures that student selection decisions comply with equal opportunity legislation.

5.2 Appropriately qualified staff will assess the extent to which an applicant is likely to achieve the stated competency standards and outcomes of the course, based on their qualifications and experience.

5.3 The responsibilities of all staff and the requirements to acknowledge and comply with the Access and Equity Policy is contained in Annexure D.

6. **Quality Management Focus**

6.1 The company conducts sound management practices to ensure effective client service. In particular we have client service standards to ensure timely issue of student assessment results and qualifications in accordance with the National Assessment Principles. These principles will be appropriate to the competence achieved by students and will be issued in accordance with national guidelines.

6.2 In accordance with Standard 3 our quality focus includes:

6.2.1 Clearly identifying fees payable *(Course Fees)*
6.2.2 Recognition of Prior Learning Policy (Annexure B),
6.2.3 Enrolment and Refund Policy (Annexure E),
6.2.4 Grievance and Appeals Policy (Annexure F),
6.2.5 Access and Equity Policy (Annexure D)

6.3 The company will take every opportunity to ensure that this information is disseminated, understood and valued by staff, other company personnel and clients by regularly reviewing client evaluation forms.

7. **External Review**

7.1 **All Hands on Deck Maritime Training** agrees to participate in any external monitoring and audit processes required by the Registering Body.

8. **Internal Review of Policies and Procedures**

8.1 **All Hands on Deck Maritime Training** will, in accordance with **Condition 1**, conduct regular yearly internal monitoring and audits of its training courses and assessment procedures by reviewing evaluation information from clients and staff.

8.2 **All Hands on Deck Maritime Training** will use the information gathered from its clients and staff feedback methods to amend and/or improve the delivery of training courses to its clients.

8.3 **All Hands on Deck Maritime Training** will also conduct an annual ‘Self Assessment’ report as part of the company’s Internal Review of Policies and Procedures.

9. **Management and Administration**

9.1 **All Hands on Deck Maritime Training** has policies and management strategies that ensure sound financial and administrative practices. Management guarantees the company's sound financial position and to safeguard student fees until used for training/assessment.

9.2 The company has a **Fees and Refund Policy** (Annexure E) that is fair and equitable. Student records are managed securely and confidentially and are available for student perusal on written request.

9.3 The company makes available to all students the fee structure for each course. The company collects fees in advance and in accordance with **Condition 5** has elected to utilise Option 3.

9.4 **All Hands on Deck Maritime Training** has adequate and appropriate insurance policies including workers compensation, public liability, professional indemnity and vessel insurance.

9.5 The company will maintain up to date records, both electronic and hard copy, in accordance with **Records Management Guidelines** relating to:

9.4.1 Qualifications and work experience of all staff and those working on behalf of the company

9.4.2 Student enrolments, attendance and course participation

9.4.3 Class timetables recording time, date and location of training
9.5.4 Records of Teachers delivering training
9.5.5 Fees paid and refunds given
9.5.6 Electronic retention of student results for a period of 30 years
9.5.7 The company will maintain and manage all training material to ensure they are up to date and will:
   9.4.7.1 Review all training material for currency
   9.4.7.2 Maintain a list of training material in use and identify the issue and review dates of individual documents
   9.4.7.2 Ensure all staff have ready access to all necessary current training material

9.6 Maintain individual student portfolios containing records of all assessment competencies, outcomes, recognition of credit transfer and/or RPL

9.7 Maintain a current register of documents and identify each document by version and number to ensure accuracy and currency.

10. **Marketing and Advertising**

10.1 **All Hands on Deck Maritime Training** markets vocational education and training products with integrity, ethics, accuracy and professionalism. The company avoids vague and ambiguous statements. In the provision of information, no false or misleading comparisons are drawn with any other training organisation or training product.

10.2 The company will not conduct any advertising, using logos, pictures or any other information (either written or electronic) that belongs to a third party without first obtaining written consent from the third party.

10.3 The company Advertising and Marketing Guidelines Policy is attached at Annexure G.

11. **Staff Selection and Appointment**

11.1 **All Hands on Deck Maritime Training** will ensure that all staff possess current and appropriate qualifications and experience to deliver training and to facilitate assessment relevant to the training products offered by **All Hands on Deck Maritime Training**.

11.2 All staff employed in a training/assessment capacity will be required to possess the following minimum current certification:

   For all training delivery that All Hands on Deck is authorised to deliver:
   11.2.1 Certificate IV in Training and Assessment (TAA40104).

   For all **NSW Maritime Accredited Courses** that All Hands on Deck is authorised to deliver:
   11.2.2 Class V Certificate of Competency
   11.2.3 MED III Certificate of Competency

11.3 Recruitment and selection processes will be conducted on the basis of fair and equitable treatment of all applicants.
11.4 All processes will be conducted so as to ensure the confidentiality of applicants and preserve the integrity of the selection process.

11.5 Recruitment and selection processes will be consistent, transparent, professional and timely.

11.6 Where equal merit occurs between an external and internal applicant, preference will be given to the internal applicant.

11.7 Appointments will be made in open competition from the widest field of applicants, attracted by normal internal and external advertising.

11.8 All appointments will be subject to a satisfactory six (6) month probationary period.

11.9 Staff are encouraged to provide feedback to contribute to the continuous improvements of the training and assessment delivery process.

11.10 All training and assessments will be conducted in accordance with the relevant and current Maritime Training Package.

12. **Staff Information and Support Services**

12.1 All Staff will be provided with an induction period to familiarise themselves with the structure of the company and its scope of training and assessment. Staff will be provided with a Staff Handbook, either electronic or hard copy, containing information on:

   12.1.1 Employment Conditions
   12.1.2 Applicable Legislative information (i.e. Workers Compensation, Superannuation, ASQA, Training Packages etc.)
   12.1.3 Website details to access information as in 12.1.2 above
   12.1.4 Company policies and procedures
   12.1.5 Course information
   12.1.6 Assessment Criteria
   12.1.7 Privacy Policy

13. **Training and Assessment Standards**

13.1 Assessment will meet the National Assessment Principles (including Recognition of Prior Learning (RPL) and Credit Transfer).

13.2 Adequate facilities, equipment and training materials will be available to ensure the learning environment is conducive to the success of students.

13.3 Training is to be relevant to the Maritime Industry and focused on a workplace ‘hands on’ environment.

13.4 Assessments will focused on the student’s understanding, performance, context application and the ability to transfer skills and competencies in a variety of maritime workplace situations.

13.5 All assessments will be conducted on the basis of validity, reliability, fairness and flexibility.
13.6 Assessments are to ensure student competency is in accordance with the requirements of the AQF and the Maritime Training Packages.

13.7 Re-assessment will be available, and follow up support and assistance to provide students’ with the best possible opportunity of meeting the competency standards.

13.8 Students are to be actively canvassed for feedback regarding the contents and structure of the courses to ensure ongoing improvement.

13.9 Students may lodge an appeal in writing against any decision regarding assessment or re-assessment.

13.10 See Student Grievance, Complaints and Appeals Policy (Annexure F).

14. Guarantee

14.1 All Hands on Deck Maritime Training will honour all guarantees outlined in the Policies and Procedures. We understand that if we do not meet the obligations of these policies or supporting regulatory requirements, we may have our ASQA registration as a Registered Training Organisation withdrawn.

15. Client Training and Assessment Strategies

15.1 All Hands on Deck Maritime Training provide Maritime Training in a ‘Hands On’ working environment. All training includes one or more of the following delivery methods:

15.1.1 Face to face teaching. All Hands on Deck training and assessment will be conducted with a mix of theory based classroom and vessel based training and assessment. The majority of training is based in Newcastle. Occasionally training and assessment may be conducted at alternate locations and students will be advised in advance.

15.1.2 Hands on teaching. This will require the student to demonstrate a practical “hands on” involvement in the training and assessment process such as handling fire hoses, handling ropes or boarding survival craft, splicing, anchoring, participating in drills etc.

15.1.3 Flexible delivery of training and assessment. To assist students in learning in a flexible environment the commencement of each training course will be through electronic online training and assignments. Students will receive unlimited contact with the Training Operations Manager to achieve competency with these assignments.

15.2 All assessments are undertaken on both merit and fairness.
Standards and levels of performance will be matched against the expected competency standards. Each method will assess the student on their understanding, performance, context application and the ability to transfer skills and competencies in a variety of situations. The task of achieving the competency by the student should be viewed as a positive process. The student will be assessed to determine the level or degree of competency.

The assessment grades in competency based training and assessment are:

15.4.1 **Competent:** The student has demonstrated competency in all relevant tasks.

15.4.2 **Not Yet Competent (NYC):** The student has not yet demonstrated competency in all relevant tasks.

A student who does not demonstrate competency in all assessment tasks may re-attempt the particular assessment task without having to re-enrol.

On successful completion of a course students will be issued with a Certificate or Statement of Attainment that meets the AQF requirements, shows the NTIS number and bears the NRT logo in accordance with the conditions of service.

**Client Information and Support Services**

16.1 Our student information will ensure that students are aware of all fees and charges before enrolment, that course content and assessment procedures are explained and that vocational outcomes are outlined.

16.2 **All Hands on Deck Maritime Training** will provide students with timely and accurate details of:

- **Course information**
- **Enrolment information, Fees and Refund policy**
- **Course content and competency standards**
- **Learning outcomes**
- **Assessment criteria and results**
- **Recognition of Prior Learning (RPL) arrangements**
- **Complaints and grievance procedures and appeals**
- **Disclosure of information and our Privacy Policy**

16.3 **All Hands on Deck Maritime Training** will provide students support services that includes:

- **Follow up advice for a period of six months following the end of a course; and**
- **Full support is available during the course, including (where appropriate) telephone counselling, and a fax/email service for the submission or return of assignments.**
17. **Grievance, Complaints & Appeals Policy**

17.1 The company has a **Grievance, Complaints and Appeals Policy** to deal with client and student grievances, complaints and appeals.

17.2 The company will ensure that all client and student grievances, complaints and appeals are dealt with equality and fairness and in a constructive and timely manner.

17.3 Information on the company Grievance, Complaints and Appeals Policy can be found in **Annexure F**.

18. **External Organisation Agreement**

18.1 The company may, from time to time, enter into a written agreement with an external organisation to provide and/or conduct training and/or assessment on behalf of the company.

18.2 Such agreement shall be in accordance with the Partnership Agreement in **Annexure H**.

18.3 A register shall be maintained of all agreements made between the company and any other training and assessment organisation.

19. **Privacy Policy**

19.1 In accordance with the requirements of Registered Training Organisations the company will maintain accurate and complete records relating to courses and students for a period of 30 years.

19.2 Records referred to in 19.1 will be maintained in a hard copy format and also electronically.

19.3 Student information collected by the company will be made available for personal perusal on written request of the student.

19.4 To assist students in obtaining employment, we may, from time to time, provide student names and telephone numbers to vessel owners/skippers who are seeking competent crew. Students who do not wish to have their contact details made available may apply in writing for their name to be removed from the list.

19.5 With the exception of the disclosure of names and telephone numbers mentioned above no additional information will be made available to any other party without the written consent of the individual student concerned.

19.6 The company Privacy Policy is available at **Annexure I**.
20. **Risk Management associated with the non-compliance with the Standards for Registered Training Organisation**

20.1 All Hands on Deck Maritime Training recognises the risks associated with its responsibilities as a training organisation providing quality training under the AQTF guidelines and non compliance with the Essential Conditions and Standards for Continuing Registration.

20.2 All Hands on Deck Maritime Training has identified the appropriate risks against the standards required to ensure ongoing assessment and compliance with those standards. *(See Annexure J).*

21. **Enrolment Information, Fees and Refund Policy**

21.1 Our courses have a mix of completion of online assignments as well as on site training and assessment.

21.2 With the exception of Boat Licence, Coastal Navigation and Marine Radio courses all other courses can be commenced at any time on payment of the initial enrolment fee. Boat Licence, Coastal Navigation and Marine Radio course require full payment at time of enrolment.

21.3 When a course is commenced the student will be forwarded by electronic mail (and a hard copy if required) student manuals, AMSA Medical Information, All Hands on Deck Codes of Practice, Student Manual, access to online assignments and a Study Program as well as other relevant training and study information deemed appropriate from time to time.

21.4 From time to time All Hands on Deck Maritime Training may offer ‘special’ pricing on initial and final enrolments for General Purpose Hand and Coxswain courses as well as other courses which are paid in full such as Coastal Navigation, Boat Licence and Marine Radio. These ‘specials’ may involve a reduction in course fees when the course fees are paid in full. In these situations no refunds will be made to any course fees which are paid in full however students may transfer to another course date to a limit of three (3) transfers.

21.5 Within 24 hours of being forwarded the training manuals students will be forwarded information and access to online assignment modules.

21.6 Students may work at their own pace and will be offered unlimited email and telephone contact with the Training Operations Manager to complete the required online electronic assignments.

21.7 When all electronic assignments have been completed the student may progress to the ‘practical’ training program.

21.8 The balance of the course payments must be made at this time and the student will then be placed in the next available course. If at anytime there is an excessive number of students in a ‘practical’ course the student will be advised and placed on a waiting list.

21.9 All Hands on Deck will maintain a calendar on their website to advise prospective students of the number of vacancies in any upcoming course.
21.10 A student is entitled to three (3) complimentary transfers to another course provided at least 7 days notice is given.

21.11 If an applicant cancels an enrolment to any course after commencing the 'initial' enrolment, or the full course enrolment in the case of Boat Licence, Coastal Navigation and Marine Radio courses, no refunds are payable.

21.12 If a candidate wishes to 'lock in' a practical session due to personal or work commitments this can be done by paying the full course fee.

21.13 If an applicant cancels within 28 days prior to a course commencing, other than Boat Licence and Marine Radio, they will be entitled to a 50% refund of the final course fee, if paid.

21.13 If an applicant cancels within 21 days prior to a course, other than Boat Licence and Marine Radio, no refund will be paid

21.14 No refund will be made to any student who cancels or withdraws after the commencement of any course.

21.15 If any student cancels or withdraws from any course due to legitimate reasons beyond their control they may, on written application, transfer to another course date at no additional charge.

21.16 Students under 16 years of age at the time a course commences are required to provide parental/guardian/carer approval to undertake a specific course. (See Consent Form)

21.17 The full company Fees and Refunds Policy are in Annexure E.

22. **W H & S and Injury Management Policy**

22.1 **All Hands on Deck Maritime Training** recognises that it has a legal and social responsibility to provide a safe and healthy working environment for its employees, students, contractors and visitors.

22.2 Sound WHS & IM systems and practices will be implemented, in consultation with staff. The company will strive for continuous improvement in the implementation and development of those systems.

22.3 Hazards and risks will be identified, assessed, controlled and effectively managed. Measurable objectives will be established and regularly audited.

22.4 The company is also committed to the provision of effective services for injury management. Workers compensation claims will be managed promptly and fairly.

22.5 The company will develop individual rehabilitation and return to work plans, designed to assist employees to recover and return safely to work.

22.6 The company will make suitable alternative duties available when it is
clear that a person is precluded medically from returning to pre-injury duties.

22.7 The company will maintain and apply an appropriate level of both internal and external resources to ensure the timely delivery of work, health and safety matters, claims and rehabilitation services to its employees.

22.8 For a complete summary of the company W H & S and Injury Management Policy see Annexure C.

23. **Continuous Quality Improvement Policy**

23.1 The company is strongly committed to delivering the highest quality training to their clients and students.

23.2 The company will ensure we meet all NVR standards and with working in close consultation and collaboration with all relevant stakeholders.

23.3 The company will develop and maintain written policies and procedures for ensuring quality training assessment arrangements in accordance with data collected.

23.4 The company will develop and maintain written policies and procedures for ensuring all clients services meet clients’ needs and are continuously improved in accordance with data collected about their effectiveness.

23.5 The company will develop and maintain an effective management system which will meet NVR Essential Conditions and Standards for Continuous Registration and all legislation and regulations under which it is registered.

23.6 Items 23.3 23.4 and 23.5 of this policy is supported with a Continuous Quality Improvement Systems Plan see Annexure K.

24. **Transition from superseded Training Packages**

24.1 The company will subscribed to relevant NTIS and ASQA email information in order to be advised when Training Packages are being amended and superseded.

24.2 The company will comply with the requirements to amend the Scope of Registration to meet the new Training Package.

24.3 The company has developed a Transition Plan to ensure it is in compliance with the amended Training Packages.

25. **Insurance**

25.1 In accordance with the Essential Standards for Continuing Registration the company carries the following insurance through its Insurance Broker:

25.1.1 Comprehensive Vessel Insurance
25.1.2 Public Liability Insurance to $10,000.00
25.1.3 Professional Indemnity Insurance
1. Objectives

The objective of the Recognition of Prior Learning (RPL) Policy is to ensure that an individual's prior learning achieved through formal and informal training, work experience or other life experiences is appropriately recognised. The RPL Policy is to be consistent with the Access and Equity Policy.

RPL Applications Forms are available from All Hands on Deck Maritime Training.

2. RPL Assessment

Only accredited assessors will conduct RPL assessments on behalf of All Hands on Deck. All RPL assessment is to comply with the requirements detailed in the curriculum documentation or training product documentation.

2.1 Extent of Recognition

The extent of recognition sought may be up to one hundred percent.

2.2 Assessment Principles

The general principle to be observed is that “As the level of risk increases, there should be a corresponding increase in the rigour of the RPL processes”.

The All Hands on Deck RPL Policy is based on Standard 1.5 where Recognition of Prior Learning:

2.2.1 meets the requirements of the relevant Training Package or accredited course
2.2.2 is conducted in accordance with the principles of assessment and the rules of evidence
2.2.3 meets workplace, and where relevant, regulatory requirements
2.2.4 is systematically validated

2.3 Assessment Processes

1. Assessment processes should cover the broad range of skills and knowledge needed to demonstrate competency.

2. Assessment of competency should be a process that integrates knowledge and skills with their practical application.

3. During assessment, judgements to determine an individual's competency should, wherever practicable, be made on evidence gathered on a number of occasions and in a variety of contexts and situations including questioning, practical tasks and activities and written examinations.

4. Assessment processes should be monitored and reviewed to ensure that there is consistency in the interpretation of evidence.

5. Assessment should cover both on and off the job components of training.

6. Assessment processes should provide for the recognition of competencies no matter how, where or when they have been acquired.

7. Assessment processes should be made accessible to individuals so that they can proceed readily from one competency standard to another.
8. Assessment practices must be equitable to all groups of individuals.

9. Assessment procedures and the criteria for judging performance must be made clear to all individuals seeking assessment.

10. The assessment approach should be participatory – the process of assessment should be jointly developed and agreed on between the assessor and the applicant.

11. Opportunities must be provided to allow individuals to challenge assessments and provision must be made for re-assessment.

12. When developing curriculum documentation or training product documentation the RPL processes are to be consistent with the processes detailed in National product documentation.

13. The RPL processes are also to be consistent with the National Assessment Principles of being valid, reliable, flexible and fair.

14. The RPL application steps are:
   - Decide which modules you wish to apply for.
   - Complete an application for RPL form.
   - Generate and collect evidence.
   - Organise your evidence and complete your portfolio.
   - Submit your portfolio to the Training Master/Operations Manager.
   - Contact all Hands on Deck and pay the $200.00 Application Fee.
   - Your application will be assessed and a decision made in 21 days.
   - If accepted you will be required to complete a ‘challenge’ test which is equivalent to a course final written assessment.
   - Pay the final fee.

In accordance with RTO requirements All Hands on Deck will recognise Australian Quality Training Framework (AQTF) certificates and Statements of Attainment issued by other RTO’s.

PLEASE NOTE: There is an initial non refundable RPL Application Fee of $200.00 required to commence the process. Costs in processing RPL applications will not exceed 80% of the total course fee.

3. Credit Transfer

All Hands on Deck will recognise qualifications, competencies or units gained from another RTO provided the qualification, competencies or units are identical to the All Hands on Deck qualification, competency or unit. All applicants who have undertaken a course that is not competency based cannot gain credit transfer into a competency-based course.

4. RPL Fees

The fees for RPL are not to exceed 80 percent of the course fee, and are to include:
   1. Application Deposit - $200 (non-refundable); and
   2. Assessment Fee - 50 percent of course fee.

Credit transfer applicants who are training with All Hands on Deck for a qualification may be given free credit transfer of competencies or units. Other applicants will be charged a $100 application fee. Certificates or Statements of Attainment will not be issued until all fees are paid.
5. Appeals

Applicants, assessed against the Competency Standards for Assessment, are to be given ample opportunity for review or appeal of assessment decisions in accordance with the **Grievances and Appeals Policy (Annexure F)**.
1. POLICY STATEMENT

The Company recognises that it has a legal and social responsibility to provide a safe and healthy working environment for its employees, students, contractors and visitors. Sound WHS & IM systems and practices will be implemented, in consultation with staff. The Company will strive for continuous improvement in the implementation and development of those systems. Hazards and risks will be identified, assessed, controlled and effectively managed. Measurable objectives will be established and regularly audited.

The Company is also committed to the provision of effective services for injury management. Workers compensation claims will be managed promptly and fairly. The Company will develop individual rehabilitation and return to work plans, designed to assist employees to recover and return safely to work.

The Company will make suitable alternative duties available when it is clear that a person is precluded medically from returning to pre-injury duties.

The Company will maintain and apply an appropriate level of both internal and external resources to ensure the timely delivery of occupational health and safety, claims and rehabilitation services to its employees.

2. PRINCIPLES

The Company’s Work Health, Safety, and Injury Management (WHS&IM) Policy supports the safety philosophy that all work related injuries and illnesses are preventable. This Policy is applicable to the Company in all its operations and functions.

The Company’s objectives are to:
* Provide a safe working environment, safe plant and systems of work
* Provide written procedures and instructions for safe systems of work
* Provide information, instruction, training and supervision to employees to ensure safety in workplace operations
* Provide the framework and resources necessary for WHS&IM management to be effective
* Ensure a process of continuous improvement
* Ensure compliance with legislative requirements
* Provide support and assistance to prevent workplace injuries and illnesses
* Reduce the impact of workplace injuries and illnesses on employees
* Reduce the direct and indirect costs associated with workplace injuries and illnesses
* Satisfy the requirements of Work Health & Safety Act, 2011 and work Health & Safety Regulations 2011) and other legislation that may have an impact on the work, health and safety of employees.
3. STRATEGIES

Quality management of work health and safety and injury management in the Company will be achieved through implementation of programs incorporating the following strategies:

* Integrating WHS into general operational management systems
* Senior Management Group leading WHS initiatives
* Clearly defining WHS responsibilities and accountabilities IN WHS procedures and programs for all employment positions within the Company
* Provide training, instruction and information to enable supervisors and other employees to carry out their roles and fulfill their responsibilities
* Adopting and implementing a hazard management approach to WHS
* Auditing processes to ensure compliance with legislation
* Developing a continuous improvement program incorporating regular WHS systems auditing
* Providing rehabilitation services to enable injured employees to return to their pre-injury duties as soon as practicable (where possible)
* Ensuring effective communication of WHS requirements with all employees and
* Utilising appropriate internal and/or external expertise when required in all related activities.

4. RESPONSIBILITIES AND/OR AUTHORITIES

4.1 Operations Manager

The Operations Manager is responsible for ensuring that WHS systems are established, implemented and maintained. The Operations Manager is also responsible for the effective on-going monitoring of the WHS program.

4.2 O H & S Coordinator

The O H & S Co-ordinator is responsible for:

* developing and monitoring systems and procedures for implementing this policy
* coordinating the actions and responsibilities of all employees to achieve the principles and strategies of this policy.

4.3 Line Managers

Line Managers are accountable for implementing this policy in their areas of responsibility. This shall include:

* providing and maintaining the workplace in a safe condition
* being involved in the development, promotion and implementation of WHS policies and procedures
* providing training in the safe performance of workplace operations
* ensuring the provision of adequate resources both human, material and financial to meet the requirements of the WHS Management System
* consulting with employees, health and safety representatives and, where relevant, unions about proposed changes to their workplace that might affect the health, safety or welfare of workers.

4.4 Staff

All employees are responsible for:

* taking care to protect their own health and safety and to avoid adversely affecting the health and safety of others at work
* following all WHS policies and procedures
* reporting all known or observed hazards to their immediate supervisor
* ensuring they are not affected by drugs or alcohol so as to endanger themselves or others at work.
4.5 Health and Safety Representatives

Health and safety representatives have responsibilities that are defined in the Work, Health & Safety Act 2011 for work, health and safety issues that affect workers in their workgroup. They can:

* inspect the workplace
* investigate complaints
* issue default notices
* issue provisional improvement notices
* issue stop work orders
* seek assistance or involvement from a Workcover inspector
* access information about hazards in the workplace
* access confidential information
* be consulted about any proposed changes to the workplace that might affect the work, health and safety of workers in their workgroup.

4.6 OHSW&IM Committee

The Company WHS Committee consisting of management and employee representatives is the principal forum for consulting on WHS issues. The key functions of this committee are to:

* provide a forum for discussing matters affecting workplace health and safety issues affecting all employees, contractors, students and visitors
* facilitate cooperation with employees on work, health and safety issues
* assist in the development, implementation, review and update of measures designed to protect the health & safety of employees, students and visitors
* review workplace health, safety plans
* monitor workplace health and safety performance and recommend strategies for improvement
* assist with dissemination of information relating to health and safety at work
* carry out any other functions as prescribed in the WHS Act or Regulations
* make recommendations to the Company on the above

5. OHSW&IM Action Plan.

EVALUATION

The Company will ensure that this policy is reviewed and evaluated for its effectiveness in delivering policy objectives and improved performance on an annual basis.

FURTHER INFORMATION OR ASSISTANCE

Further information or assistance can be sought from:

* Operations Manager
* O H & S Coordinator
* Line Managers
* Administration staff
**Access and Equity Policy**

**Annexure D**

Document Date: 1.4.03  
Review: Annually

Last Document Review date: 7.7.15  
Next Review Date: 7.7.16

Reference Authority: Operations Manager – Peter Wood

1. **Principles**

This Access and Equity Policy is based on the following principles:

1. Providing and maintaining training services that reflect fair and reasonable opportunity, and consideration for all students and staff, regardless of race, colour, religion, gender or physical disability or ethnic background.

2. Equity for all through the fair and appropriate allocation of resources and involvement in vocational education and training.


4. Access for all to appropriate quality vocational education and training programs and services.

5. Increased opportunity for people to participate in vocational education and training and in relevant decision making processes within the vocational education and training system.

2. **Target Groups**

The Access and Equity Policy target groups are:

1. Aboriginal and Torres Strait Islanders;
2. People with a disability;
3. People from non-English speaking backgrounds;
4. People in transition and other special groups (i.e. people re-entering the workforce, long term unemployed, sole parents, people with literacy problems)
5. Women and
6. People from regionally isolated communities.

3. **Access and Equity Rules**

All Hands on Deck will apply the following rules in support of access and equity:

1. All staff will to be given fair and reasonable opportunity to:
   a. Participate in relevant decision making processes; and
   b. Have input into the allocation of resources and services.

2. All applicants are to be given fair and reasonable opportunity to attend and complete training.

3. Where two or more applicants are assessed equal by order of merit, greater weight is to be given to people from the access and equity target groups.

4. Priority between target group members should be determined on an individual basis and should be given to those members who have suffered the greatest disadvantage.
4. Re-evaluation and Amendment

All perceived deficiencies in the Access and Equity Policy are to be presented at the Annual Review and investigated to determine whether a deficiency exists, and, if so, a decision made regarding:
1. The impact of the deficiency;
2. How the policy should be amended to eliminate the deficiency; and
3. That the suggested amendment is consistent with a 'best practice strategy'.

All identified deficiencies should be rectified at the earliest possible opportunity and no later than 1 month after the annual review.
Fees, Enrolment and Refund Policy

Annexure E

Document Date: 30.10.03

Review: Annually

Last Document Review date: 7.7.15

Next Review Date: 7.7.16

1. Course Booking Fees and Initial Enrolment Procedures

Our courses have a mix of online training and assignments as well as on site training and assessment.

With the exception of Boat Licence and Marine Radio courses all other courses can be commenced at any time on payment of the initial enrolment fee. Boat Licence and Marine Radio require full payment at time of enrolment.

When a course is commenced the student will be forwarded by electronic mail (and a hard copy if required) student manuals, NSW Maritime Medical Information, All Hands on Deck Codes of Practice, Student Manual and a Study Program as well as other relevant training and study information deemed appropriate from time to time.

From time to time All Hands on Deck Maritime Training may offer 'special' pricing on initial and final enrolments for General Purpose Hand and Coxswain courses as well as other courses which are paid in full such as Coastal Navigation, Boat Licence and Marine Radio. These 'specials' may involve a reduction in course fees when the course fees are paid in full. In these situations no refunds will be made to any course fees which are paid in full however students may transfer to another course date to a limit of three (3) transfers.

All students will receive a confirmation email and access to online study assignment websites. Considerable time and expense has been invested in developing these assignment websites and accordingly no refund will be made once access is provided to a student.

All course enrolments are on a ‘first come’ basis. Due to the requirements for ‘practical’ instruction, which requires the student to go out on the vessel, the number of persons will be limited to the number on the vessel's survey certificate. This may result in some courses filling up well in advance.

When a student enrols in a course they will automatically be placed in the next available vacant course.

Students may work at their own pace and will be offered unlimited email and telephone contact with the Training Master/Operations Manager to complete the required online electronic assignments.

When all electronic assignments has been completed the student may progress to the ‘practical’ training program.

The balance of the course payments for General Purpose Hand and Coxswain courses must be made at least 28 days prior to the ‘practical’ session commencing or at the completion of the online assignments. At this time and the student will then be placed in the next available course. If, at anytime, there is an excessive number of students in a ‘practical’ session the student will be advised and placed on a waiting list.

All Hands on Deck will maintain a calendar on their website to advise students of the number of vacancies in any upcoming courses.

2. Assessment Resit Fees

For Coastal Navigation, General Purpose Hand and Coxswain’s there is a requirement to undertake a final written assessment. These assessments require candidates to achieve a specific pass mark to be deemed competent.
If a candidate is deemed Not Yet Competent (NYC) they may undertake a resit assessment after completing further study and revision.

All candidates are entitled to 1 FREE assessment resit.

For all Coastal Navigation candidates additional assessment resits are charged at $95.00.

For all General Purpose Hand and Coxswain candidates assessment resits are charged at $195.00.

3. Cancellation Fees.

If an applicant cancels an enrolment to any course after commencing the 'initial' enrolment, or the full course enrolment in the case of Boat Licence and Marine Radio courses, no refunds are payable.

If an applicant cancels within 28 days prior to a course, other than Boat Licence and Marine Radio commencing, they will be entitled to a 50% refund of the final course fee, if paid.

No refund will be made to any student who cancels 14 or less days prior to any course commencing.

No refund will be made to any student who cancels or withdraws after the commencement of any course.

Any course fees refunded will incur an administration fee of $50.00 plus any bank or PayPal fees incurred.

Should All Hands on Deck cancel any course for any reason participants are entitled to a full refund or may transfer funds to another course date.

If any student cancels or withdraws from any course due to legitimate reasons beyond their control they may, on written application, transfer to another course date at no additional charge.

All claims for refund should be made in writing, stating the amount sought and reason for the claim, to the course administrator.

4. Under 16 years of age consent

Students under 18 years of age at the time a course commences are required to provide parental/guardian/carer approval to undertake a specific course. (See Consent Form)
PREAMBLE

The Company will provide a mechanism that aims to resolve student grievances and complaints in an expeditious and satisfactory manner.

The Company is committed to providing a harmonious work and study environment. By providing a clear set of procedures for dealing with student complaints it is expected that the complaints can be dealt with at the local level and with the minimum number of people involved.

Grievance resolution procedures will be conducted in accordance with principles of natural justice and all parties treated equally and fairly. The prime objective of these procedures is to achieve a fair and reasonable resolution of complaints.

For information and advice about the following procedures a student should consult the company Training Operations Manager

Note: If a student does not wish to be identified during the investigation of a complaint or grievance the matter should be classified as an informal complaint. When a complaint or grievance is submitted in writing and signed, the matter should be treated as a formal complaint

Definitions

Advocate
An advocate supports another's cause and acts on their behalf according to their wishes.

Formal Complaint
A written complaint, addressed to any responsible company officer, must be regarded as a formal complaint when it has been signed by the complainant.

Grievance
A grievance may be defined as "a real or fancied ground of complaint".

Informal Complaint
A complaint is considered to be informal when it is made orally or other than in writing.

Manager or Supervisor
A manager or supervisor is any person holding a position of responsibility for other staff.

Arbitrator
An arbitrator is a person who assists disputants (at their request) in an attempt to reconcile their grievance. The arbitrator remains neutral and makes no assessment of the facts or rights of a case.

Natural Justice
The duty to act fairly includes two rules: the fair hearing rule and the no bias rule.

This means that all parties must be given the opportunity to present their case, be fully informed about allegations and decisions made and have the right to be represented by another person. In addition, a decision maker must have no personal interest in the matter and must be unbiased.
Victimisation
Victimisation may be defined as an act or acts causing someone to suffer for something that is not essentially a fault. It includes imposing unjust penalties or practices on a person as a result of a complaint or grievance.

PROCEDURES
A. Complaints relating to training programs, assessments and administrative operations

1. Students’ complaints may relate to -
   - Training and/or programs, (content or structure)
   - Delivery of a course or of a whole program
   - Methods of assessment
   - Administrative action/inaction, procedure or decision

2. Students are encouraged to raise complaints informally in the first instance either by personal approach or through an advocate. Wherever possible issues or matters should be discussed with the person who has immediate responsibility. In most instances that will be the course teacher.

3. If an effective solution cannot be found the matter may be referred informally to the Training Operations Manager.

4. Formal complaints must be made in writing and addressed to the Training Operations Manager. On receiving a written complaint the Training Operations Manager should acknowledge its receipt in writing within five working days and provide the complainant with written reports (at least one per month) about progress towards resolving the complaint.

5. If the Teacher or Training Operations Manager accepts that a complaint has substance then they will either implement changes or recommend changes to the appropriate person or management committee to reform or redress the issue.

6. When a complaint is found to have substance, the responsible person will consider whether other student’s interests have also been affected and take whatever steps practicable to ensure equitable treatment.

7. If after three months the complainant is dissatisfied with progress or believes the Training Operations Manager cannot satisfactorily resolve the matter it may be referred to an independent arbitrator for mediation.

B. Complaints relating to individual staff members

1. The complainant and/or advocate should take all reasonable steps to resolve a complaint by discussion with the staff member concerned in the first instance.

2. If discussions with the staff member do not resolve the matter the complainant may refer the matter to the staff member’s immediate supervisor in an effort to reach a satisfactory outcome. The complaint should continue to be treated as an informal complaint.

3. If the matter is not resolved the complainant may lodge a formal written complaint with the staff member’s immediate supervisor. The formal written complaint must state the basis of the complaint and provide supporting information.

4. The supervisor will advise the respondent in writing within three working days that a formal complaint has been lodged and provide details of the complaint. The supervisor will make a file note of the matter. All parties may agree to and participate in independent arbitration (conducted by a person agreed between the parties) on a voluntary basis.

5. The supervisor should acknowledge receipt of formal complaints within five working days. If the supervisor believes it necessary to investigate a complaint, both the complainant and respondent should be informed and the matter dealt with expeditiously. The complainant should be informed
in writing of the progress of the investigation, when the next written advice is to be given and so on, within 10 working days. Throughout the process an independent arbitrator (agreed between the parties) may continue to meet with the parties in an effort to reach a resolution.

6. The supervisor will counsel all persons involved in the investigation to ensure that the complainant is not a subject of victimisation. If a complainant fears victimisation, the supervisor may be requested to make arrangements to protect the complainant’s interests. These arrangements may include (where possible) alternative classes, moderating assessments, etc.

7. At the conclusion of the investigation the supervisor should advise both the complainant and the respondent in writing of the outcome of the investigation within three working days.

8. When a complaint is found to have substance, the supervisor will consider whether other student’s interests have also been affected and take whatever steps practicable to ensure equitable treatment.

9. The complainant may withdraw the complaint by notifying the supervisor in writing. Within three working days of receiving the notice of withdrawal the supervisor will inform the respondent and all other persons involved.

10. If the complainant is dissatisfied with progress towards resolution or is dissatisfied with the outcome determined by the supervisor, the complainant may submit a request to the Operations Manager to review the matter. The Operations Manager may refer the matter to an outside organisation for resolution.

C. Record keeping of complaints against individuals

1. When informal complaints are resolved no permanent record of the matter will be kept. However, file notes should be maintained until the matter is resolved.

2. If a formal complaint is substantiated, all records relating to the matter will be placed on the respondent's personal file. A copy of the records will be provided to the respondent who is entitled to attach comment. No other records will be retained.

3. If a complaint is not substantiated, all records relating to that complaint will be destroyed.
Advertising and Marketing Guidelines Policy
Annexure G

Document Date: 30.10.03               Review: Annually

Last Document Review date: 7.7.15    Next Review Date: 7.7.16

As a Registered Training Organisation (RTO) All Hands on Deck agrees to abide by the Guidelines for Advertising applicable to Registered Providers and Accredited Courses.

All Hands on Deck understands that proven breaches of the guidelines may incur a penalty and may result in withdrawal of accreditation.

These Guidelines include, but are not limited to, the following:

1. The guidelines apply to promotional and marketing items online, in the press, radio and television and any other media for items such as information brochures, stationary and recruiting agent’s material.

2. Advertising of courses and training providers must not be misleading, vague or ambiguous.

3. Accredited and non-accredited courses can only be placed in the same advertisement when there is an absolute clear distinction and physical separation between the two types of courses. The advertising text must clearly show which course is accredited and which course is non-accredited. This guideline also applies to the use of the AQTF logo.

4. Where individual modules are being advertised, the parent course must be clearly identified. Only modules separately accredited as “Training Programs” and “Courses in” should be advertised as courses in their own right.

5. Advertising must clearly show the name of the endorsing registered body.

6. Qualification title, provider and course names must be shown exactly as they are on the Registration Certificate.

7. Advertising should not contain reference to competing providers and the courses they conduct.

8. When advertising in other states only the endorsement of the original registering body and/or the ANTA recognised logo.

9. The ASQA or AQTF logo and terms such as “AQTF accredited” must not be used on letterheads.

10. The company will not conduct any advertising, using logos, pictures or any other information (either written or electronic) that belongs to a third party without first obtaining written consent from the third party.
External Organisation Trainer Partnership Contract

ANNEXURE H

'ALL HANDS ON DECK MARITIME TRAINING' TRAINING CONTRACT OVERVIEW

What is the 'ALL HANDS ON DECK MARITIME TRAINING' training contract?
The 'ALL HANDS ON DECK MARITIME TRAINING' training contract is a legally binding agreement that allows a trainer to undertake training that leads to a nationally recognised qualification on behalf of a Registered Training Organisation (RTO). The training contract acts as a ‘filter’ to ensure that only trainers with a genuine intent to provide consistent achievement of best practice will gain access to accredited curriculum and qualifications. This contract will automatically terminate upon expiration of your membership with 'ALL HANDS ON DECK MARITIME TRAINING'.

Why do I have to sign a training contract?
If you are not an RTO, you cannot issue nationally recognised qualifications. By working with an RTO, you can do all the training and assessment, and the RTO will issue the qualification on your behalf. In effect, the RTO will take all the risks and assume that you have done your job correctly. The training contract is designed to ensure that trainers provide quality training and consistently achieve student/client objectives.

What is an RTO?
An RTO (Registered Training Organisation) is an organisation that has demonstrated to the State Training Authority that it has the capacity to deliver training and assessment in accordance with the requirements of the Australian Recognition Framework. Only an RTO can issue qualifications (or a trainer acting in partnership with an RTO).

What if I am already an RTO?
The same conditions apply whether you are an RTO or not. The only difference is that RTO’s may elect to issue their own qualifications and/or statements of attainment. Either way, an Assessment Verification (AV) form must be completed and mailed to 'ALL HANDS ON DECK MARITIME TRAINING' head office for each student who attains a level of competency. The AV form is a crucial component of the 'ALL HANDS ON DECK MARITIME TRAINING' quality assurance system.

How do I complete this training contract?
Carefully read and provide accurate information about your company and/or personal particulars. Initial each paragraph of the contract and sign and date the declaration. Make a photocopy for your records and submit the original to 'ALL HANDS ON DECK MARITIME TRAINING' head office.

TRAINER PERSONAL CONTACT INFORMATION

Full name of trainer: __________________________________________________________
Full registered business or trading name: __________________________________________
Business address: ______________________________________________________________
Home address: ________________________________________________________________
Postal address: ________________________________________________________________
Telephone: (W) __________________ (H) _________________________
Fax: _____________________ Email: _________________________________
Mobile telephone: ____________________________
I, ___________________________________________________ (name of trainer) hereby acknowledge that I have read this contract and thoroughly informed myself of the requirements to deliver training that leads to a nationally recognised qualification.

In particular, I acknowledge that: (initial each paragraph)

___ 1. I possess current qualifications to deliver training and assessment in the maritime field and in particular I possess:

   A. Current Master Class 5 Certificate of Competency issued by an Australian State or National maritime Authority.

   B. Current MED III Certificate of Competency issued by an Australian State or National Maritime Authority.

   C. Certificate IV in Training and Assessment.

   D. Minimum 3 years current maritime experience.

___ 2. I have genuine intent with regard to providing the best possible training environment and training outcomes for my students. I will exhaust every possible approach to achieve quality and best practice in the delivery of my instructional activities in order to satisfy student and industry needs.

___ 3. I will carefully explain the performance criteria and/or learning outcomes by which my students will be judged against. I will explain the complete course training plan and give an overview of how the training will be scheduled including the expected finish date and time. I will explain what students can expect to receive from their trainers including the issuing of log-books, statement of attainment’s and qualifications.

___ 4. I will explain the student grievance procedure in the event of disagreements with my training staff. I will not discriminate on the basis of gender, race or creed and will ensure that assessment is fair, consistent, valid and referenced against established criteria.

___ 5. I realise and accept that there may be other trainers/organisations providing similar training in my area. I will not wrongfully discredit those trainers/organisations in order to gain a competitive or political advantage at their expense. I acknowledge that such actions will only cause harm to the industry in the long term.

___ 6. I will utilise workplace facilities and equipment in favour of theory based teaching in accordance with the 'ALL HANDS ON DECK MARITIME TRAINING' philosophy of a 'hands on' training and assessment environment.

___ 7. I understand and acknowledge that if I am not an RTO in my own right, 'ALL HANDS ON DECK MARITIME TRAINING' will be issuing nationally recognised qualifications on my behalf on the basis that I make every reasonable effort to provide training that provides students with the knowledge and skills necessary to operate safely and/or seek employment. Whether I am currently an RTO or not, I will make every effort to conduct training and assessment that is fair, valid, reliable and consistently achieves stated outcomes.

___ 8. I will not deviate from the requirements of the endorsed curriculum and/or competency standards that I am using to provide training. I acknowledge and accept that it is my responsibility to remain up-to-date with, and implement any changes and/or amendments to curriculum documents and/or competency standards that I may be using to deliver training.

___ 9. I understand and accept that the nationally endorsed Training Package for assessment and workplace training represents the benchmark for instructional skills by which I will be measured against. I will make every reasonable effort to achieve competency against the workplace trainer standards through an on-going program of self-assessment, personal study and if necessary, enrolment in training.
10. I understand and accept that I have an obligation and a duty of care to provide student with equipment and resources that meet international and/or Australian Standards for safety. If I fail to meet that obligation, my students could be placed in considerable danger and I may be held legally liable in the event of student injury. I acknowledge that in some instances, the curriculum and learning strategy may limit student access to equipment in order to simulate a real situation.

11. Whether I am an RTO or not, I will accurately and legibly complete an assessment verification form (hereinafter referred to as AV) for each student that has achieved competency immediately upon completion of training. I will submit the AV to ‘ALL HANDS ON DECK MARITIME TRAINING’ head office within seven (7) days of completion of training and assessment.

12. I understand and accept that ‘ALL HANDS ON DECK MARITIME TRAINING’ will use the AV to generate a quality assurance questionnaire that will be mailed to my students in order to monitor my professional conduct. Verified violations or deviations from ‘ALL HANDS ON DECK MARITIME TRAINING’ and accepted industry practices may result in my membership and hence contract with ‘ALL HANDS ON DECK MARITIME TRAINING’ being withdrawn or suspended. I understand and accept that any verified violations may be reported to other industry organisations for their records.

13. I acknowledge that I will be providing training that leads to a nationally recognised qualification level. I realise and accept that it is my responsibility to ensure that students reach the required level of competency in accordance with the curriculum document and the particular qualification level as specified under the Australian Qualifications Framework (AQF).

14. I further acknowledge and agree that if I breach any of the terms and conditions stated in this contract, permission to continue delivering training will be withdrawn and my membership with ‘ALL HANDS ON DECK MARITIME TRAINING’ may be withdrawn or suspended.

15. I further acknowledge and agree that I will not hold ‘ALL HANDS ON DECK MARITIME TRAINING’ liable for any loss, financial or otherwise, caused by the termination of this contract.

16. I further state that I am of lawful age and legally competent to sign this contract. I understand that the terms herein are contractual and not a mere recital; and that I have signed this contract of my own free act.

17. I further acknowledge that this contract may be relied upon in any proceedings instituted in any Court by me or my heirs, executors and assigns.

18. I further acknowledge that, in accordance with State requirements, I may not proceed with this contract within 14 days of signing and that I will provide ‘ALL HANDS ON DECK MARITIME TRAINING’ with written notification of my intent not to proceed.

19. I further acknowledge that this contract will become legally binding at the expiration of 14 days after it has been duly signed and witnessed.

TRAINER DECLARATION

I declare that I have the capacity to conduct training and assessment in accordance with this contract that consistently meets the requirements established by industry and ‘ALL HANDS ON DECK MARITIME TRAINING’. I accept the terms and conditions of this contract.

Trainer signature: _______________________________ Date: _____________

Signature of witness _______________________________ Date: _____________

Full name of witness __________________________________________________________
ACKNOWLEDGEMENT AND RECEIPT.

I hereby acknowledge receipt of 1 copy of the:

**CONTRACT TO CONDUCT TRAINING AND ASSESSMENT QUALIFICATIONS**
**IN PARTNERSHIP WITH THE REGISTERED TRAINING ORGANISATION**
**'ALL HANDS ON DECK MARITIME TRAINING'**

Trainer signature: ___________________________ Date: ______________

Signature of witness __________________________ Date: ______________

Full name of witness ____________________________________________

This contract contains 4 pages in total.
There are no other sections beyond this line.
Company Privacy Commitment

All information collected by All Hands on Deck about clients, students or trainees is used only for the purpose of:

- Maintaining accurate and complete training records for 30 years in accordance with our commitments as a Registered Training Organisation and
- Providing an efficient training and re-accreditation service for all clients.

Information provided to All Hands on Deck may be used in course administration and provided to training staff.

To allow clients the opportunity of advancing their maritime career All Hands on Deck may contact clients at various times advising of upcoming course opportunities.

Information collected by All Hands on Deck will be made available for personal perusal by the client on written request.

Any client who does not wish to receive information may be removed from any list on request.

To assist students in obtaining employment, we may, from time to time, provide student telephone numbers to vessel owners/skippers who are seeking competent GPH crew. If students do not wish their contact details provided to prospective employers they should make a written application to All Hands on Deck for name removal.

With the exception of the disclosure of individual names and telephone numbers mentioned above no additional information will be made available to any other party without the written consent of the individual student concerned.
**Risk Management Associated with Non-compliance with the Standards for Registered Training Organisations.**

**Annexure J**

**PREAMBLE**

As a Registered Training Organisation (RTO), *All Hands on Deck Maritime Training*, is required to demonstrate compliance with the Standards for NVR Registered Training Organisations.

To demonstrate compliance requires an on-going assessment of the requirements for registration and the risks associated with non-compliance.

The tables below are to be used as a tool by the organisation to identify, assess, rectify and modify policies and procedures in order to be in continual compliance with the Essential Standards for continuing registration.

<table>
<thead>
<tr>
<th>Standard</th>
<th>Risk</th>
<th>To Ensure Compliance</th>
<th>Evidence to support compliance</th>
</tr>
</thead>
<tbody>
<tr>
<td>SNR 15</td>
<td>Inadequate, insufficient and/or inappropriate systems, processes, resources and activities regarding training and assessment procedures.</td>
<td>Ensure adequate, sufficient and appropriate systems processes, resources and activities regarding the delivery of training and assessment procedures.</td>
<td>• Policies and Procedures relating to client feedback, complaints, grievances, fees, refunds and enrolments.</td>
</tr>
<tr>
<td></td>
<td>Inexperienced and unqualified staff, facilities, equipment and training and assessment materials</td>
<td>Continuous review of collected student feedback data and appropriate action taken.</td>
<td>• Internet access to applicable websites for clients and staff.</td>
</tr>
<tr>
<td>SNR 16</td>
<td>Inadequate, insufficient and/or inappropriate collection of data from clients.</td>
<td>Provide clients with clear and transparent information regarding enrolment, training, resources, assessment and support facilities.</td>
<td>• Student and staff manuals.</td>
</tr>
<tr>
<td></td>
<td>Failure to review and act upon relevant information collected</td>
<td>Consult with employers and others in the</td>
<td>• Fair &amp; reasonable Codes of Practice.</td>
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<tr>
<td></td>
<td></td>
<td></td>
<td>• Selection and induction of qualified staff.</td>
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<td></td>
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<td>• Validation of training and assessments procedures with other trainers.</td>
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<td>• Consultation with industry</td>
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<td></td>
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<td></td>
<td>• Ensure staff Professional Development</td>
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<td>• Adequate and current resources</td>
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<td></td>
<td>• Provide up to date client and staff training manuals &amp; online information containing Policies and Procedures</td>
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<td></td>
<td>• Ensure timely updating of client and staff</td>
</tr>
</tbody>
</table>
| SNR 17 | Failure to establish, monitor and analyse systemic and continuous improvement program and staff and client feedback consistent with area of operations | Ensure the establishment of policies for internal audit processes to ensure compliance with AQTF Standards | • Investment in systems that provide AVETMISS compliant data recording applications and appropriate Student Management Systems records  
• Policies are fair and reasonable in providing information and details to clients  
• Provide ample opportunities for clients to obtain information regarding course via phone, email and internet  
• Review client feedback in a timely manner  
• Conduct annual internal audits |
| SNR 18 | Non compliance by the NVR registered training organisation with legislative requirements  
Not conducting internal reviews and/or audits of the organisation policies and procedures | Ensure annual audits and reviews are conducting  
Review client and trainer feedback and act upon positive suggestions | • Ensure all trainer and client feedback is reviewed in a timely manner and where applicable acted upon |

**SNR 17**

Management systems are responsive to the needs of the client, staff, and stakeholders, in the environment in which the NVR registered training organisation operates.

- Provide clients with timely access to records
- Ensure an effective and efficient complaints and appeals system
- Regularly review and update systems, equipment, policies and procedures

| SNR 18 | The NVR registered training organisation has governance arrangements in place | Ensure annual audits and reviews are conducting  
Review client and trainer feedback and act upon positive suggestions | • Ensure all trainer and client feedback is reviewed in a timely manner and where applicable acted upon |

**SNR 17**

- Ensure the establishment of policies for internal audit processes to ensure compliance with AQTF Standards
- Ensure appropriate review of client and staff feedback for continuous improvement purposes
- Efficient, effective and appropriate management of client records
<table>
<thead>
<tr>
<th>SNR 19</th>
<th>The NVR registered training organisation must co-operate with the National VET Regulator</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Failure to conduct of audits and monitor operations;</td>
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<tr>
<td></td>
<td>Failure to provide accurate and timely data relevant to the measurements of its performance</td>
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<td></td>
<td>Failure to provide information about significant changes to its operations</td>
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<tr>
<td></td>
<td>Failure to by provide information about significant changes to its ownership</td>
</tr>
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<td></td>
<td>Failure in the retention, archiving, retrieval and transfer of records consistent with the requirements</td>
</tr>
<tr>
<td></td>
<td>Ensure that the organisation maintains adequate records, conducts internal audits, provides information regarding any changes to its operation or business structure as well as correct record keeping methods</td>
</tr>
<tr>
<td></td>
<td>• Identify risks associated with non compliance with its RTO registration status.</td>
</tr>
<tr>
<td></td>
<td>• Ensure that the organisation maintains adequate records, conducts internal audits, provides information regarding any changes to its operation or business structure as well as correct record keeping requirements.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>SNR 20</th>
<th>Compliance with legislation</th>
<th>Non compliance with relevant Commonwealth, State or Territory legislation and regulatory requirements relevant to its operations and its scope of registration.</th>
<th>Ensure all staff and management maintain currency in changes to legislative issues</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>• Subscription to relevant to organisations email list</td>
<td>• Regular staff training sessions</td>
</tr>
</tbody>
</table>
Annexure K
CONTINUOUS IMPROVEMENT PLAN – NVR STANDARDS

SNR 15 – The RTO provides quality training and assessment across all of its operations

<table>
<thead>
<tr>
<th>Stage 1 – Approach</th>
<th>Stage 2 – Deployment</th>
<th>Stage 3 – Results/KPIs</th>
<th>Stage 4 – Improvement</th>
</tr>
</thead>
<tbody>
<tr>
<td>• Use information sourced from industry consultation in the development process for learning and assessment strategies</td>
<td>• Develop network with similar industries to share learning and assessment strategies</td>
<td>• Report # of industry consultations and meetings held – to be reported annually</td>
<td>• Report # of industry consultations and meetings held – to be reported annually</td>
</tr>
<tr>
<td>• Assessment validation processes to include meeting with enterprise clients, assessor network</td>
<td>• Link in with Industry Advisory Bodies – (Charter Boat Operators &amp; Boating Industry Assoc.)</td>
<td>• Report # of Record of Consultation Evidence templates completed</td>
<td>• Report # and % of staff meetings minuted</td>
</tr>
<tr>
<td>• Actions resulting from industry consultation and from staff</td>
<td>• Attend forums and working parties</td>
<td>• Report # and % of staff with PDP in place which are current</td>
<td>• Report # and % of transition plans developed for revised and/or new training packages</td>
</tr>
<tr>
<td>• Professional development of staff</td>
<td>• Develop Record of Consultation Evidence template which details consultation with industry and recommends improvement</td>
<td>• Report # and % of staff with PDP in place which are current</td>
<td>• Report # and % of transition plans developed for revised and/or new training packages</td>
</tr>
<tr>
<td>• Transition Plan to be developed for any new/revised or updated training packages</td>
<td>• Ensure accurate staff minutes are recorded for each staff meeting – with actions and person responsible noted</td>
<td>• Report # of transition plans held for each transition plan</td>
<td>• Report # and % of transition plans held for each transition plan</td>
</tr>
</tbody>
</table>

- Ensure staff have a professional development plans in place, in accordance with policy and which updates their qualifications, provides opportunity for refresher training and co-training
and assessment of their colleagues

- A transition plan is to be developed for any new or revised training package and in full consultation with all staff

**Standard 2 – The RTO adheres to principles of access and equity and maximises outcomes for its clients**

<table>
<thead>
<tr>
<th>Stage 1 – Approach</th>
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<th>Stage 4 – Improvement</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>A transition plan is to be developed for any new or revised training package and in full consultation with all staff.</td>
<td>Ensure that all client and employer feedback is evaluated at team meetings and discussed on its merits – to be included as a standard agenda item.</td>
<td>Ensure all policies and written information for students and clients are included on Record of Documents Version Control spreadsheet.</td>
</tr>
<tr>
<td>Actions to be taken as a result of client and employer feedback of workplace training and assessment.</td>
<td>Record all feedback which has merit in the staff minutes for further follow up action and implementation.</td>
<td>Report # and % of student enrolments vs qualifications issued – analyse data for improvement.</td>
<td>Report # and % of completed learner evaluation sheets for each course.</td>
</tr>
<tr>
<td>Regular review to occur for improvement to processes for enrolment, providing client and student information, support information, complaints and appeals management and employer engagement.</td>
<td>Review and analyse enrolment, student information manual and candidates guide, complaints data at least annually or whenever there is an issue which requires change to maximise outcomes for clients.</td>
<td>Report # and % of returned surveys in which improvement recommendations have been implemented.</td>
<td>Review learner evaluation sheets.</td>
</tr>
</tbody>
</table>
Standard 3 – Management systems are responsive to the needs of clients, staff and stakeholders, and the environment in which the RTO operates

<table>
<thead>
<tr>
<th>Stage 1 – Approach</th>
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<th>Stage 3 – Results/KPIs</th>
<th>Stage 4 – Improvement</th>
</tr>
</thead>
<tbody>
<tr>
<td>• Internal Audits are conducted</td>
<td>• Internal Audit and Self Assessment to be conducted at least annually using ASQA template to ensure activities and outcomes comply fully with NVR standards</td>
<td>• Develop Action Plan for each audit conducted to ensure that recommendations for improvement are successfully implemented and reviewed</td>
<td></td>
</tr>
<tr>
<td>• Risk assessments to be conducted at least annually to identify risks and develop and implement risk control measures to effectively control the foreseeable risks</td>
<td>• Risk assessments to be conducted by Operations Manager in close collaboration with all staff on training and assessment strategies and for all work environments utilised</td>
<td>• Record # of risk assessments conducted and reviews of risks control measures undertaken</td>
<td></td>
</tr>
<tr>
<td>• Management review of all activities are to occur quarterly to identify and resource change</td>
<td>• Risk assessment checklist developed for external venue hire</td>
<td>• Record # and % of venue hire risk assessment checklists completed</td>
<td></td>
</tr>
<tr>
<td>• All staff’s professional development plan to include attendance at ASQA workshops and information sessions to maintain current knowledge and systems to support the transition of training packages</td>
<td>• Management meetings to be conducted quarterly</td>
<td>• Record # and % of management meeting held</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>• Record # of ASQA workshops and information sessions held</td>
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