



Participants Handbook

Version 2.0

Australian Civil and Mining Training (ACMT) is a small well established training organisation that was incorporated in Adelaide in 2007. ACMT provides high-quality training and assessment services to the civil construction industry, mining sector, transport and employment training sector and other related industries in South Australian metropolitan, country and remote areas. Its core business is to deliver training, assessment and work force development to meet the significant and increasing demand for skilled competent labour in these existing and emerging industries

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ENROLMENT PROCEDURE

Read this booklet in its entirety. You should then contact us to arrange for either a phone interview or, an interview in person, with the CE or the Training Operations Manager, during which your training needs will be discussed, including possible Recognition of Prior Learning (RPL), alongside the terms and conditions of your enrolment.

If you decide to enrol, you will be required to complete an enrolment form and return it to us. We will then organise your initial training session with a trainer who will go through an induction process with you, customise your training, if necessary, and start your training.

ISSUANCE OF QUALIFICATIONS

If you have successfully completed one or more units of competency you will be issued with a Statement of Attainment for the units within 14 days of completion of your course.

ISSUANCE OF TICKETS AND SAFEWORK SA DOCUMENTATION

If your course includes assessment for a SafeWork SA Notice of Satisfactory Assessment (Ticket) or High Risk Work Licence, you will be issued with the relevant documentation after successful completion of your course. You will receive a Notice of Satisfactory Assessment, and in the case of a High Risk Licence, you will also receive a SafeWork SA invoice. SafeWork SA will process your high risk licence when you present your documents and pay them your fee.

RETENTION OF YOUR RECORDS

All records are held in a safe and locked location. All electronic records are held on an access restricted shared drive on a server and are password protected. Your physical files (paper) will be stored for a period of no less than seven years. Electronic Participant training records, RPL documentation and a record of statements/qualifications issued will be held for 30 years.

NON-SMOKING POLICY

ACMT has a strict non-smoking policy. Those who elect to smoke, do so at their own risk and smoking is restricted to designated smoking areas.

CODE OF PRACTICE

Introduction

This Code of Practice provides the basis for good practice in the marketing, operation, financing and administration of education and training services by Australian Civil & Mining Training to its clients.

Australian Civil & Mining Training is a Registered Training Organisation under the National Vocational Education and Training Regulator Act 2011. We ensure that at all times our operations comply with the legislation and the VET Quality Framework standards to be met by each Registered Training Organisation.

For the purposes of this Code “participant” refers to any person, participating in education or training delivered by this organisation.

A “client” can be either a participant or an organisation who, on behalf of a participant, enters into a contract with ACMT for the delivery of education and training services.

Provision of Training and Assessment Services

Our organisation has policies and management practices which maintain high professional standards in the delivery of training and assessment services, and which safeguard the interests and welfare of participants and/or clients.

Our organisation has the capacity to deliver and assess the vocational Qualifications or Units of Competency for which it has been registered, provide adequate facilities, and use methods and materials appropriate to the learning and assessment needs of participants.

Our organisation maintains a learning environment that is conducive to the success of participants. Our organisation monitors and assesses the performance and progress of its participants. Our organisation ensures that assessments are conducted in a manner, which meets the endorsed components of the relevant Training Package(s) and/or accredited courses.

Our organisation ensures that training staff are not only suitably qualified but are also sensitive to the cultural and learning needs of participants, and provides training for our staff as required.

Access and equity

Our organisation is committed to access and equity principles and processes in the delivery of its services and will not unlawfully discriminate against participants or clients. Our policies and procedures ensure that participants are treated fairly and receive all reasonable assistance to successfully complete their course once accepted for enrolment.

The obligations we place on our staff and participants are to protect their health, safety and welfare and ensure as far as possible that learning experiences are positive and free of discrimination or harassment.

Child Safety

Our organisation provides a child safe and child friendly environment. Management, staff, trainers, participants and others involved in the organisation comply with our Child Safety policy and procedures including our Child Safe Environment Code of Conduct.

Your rights

All participants in ACMT's courses have a right to:

- Be treated with respect and dignity
- Recognition of their particular needs and circumstances including: beliefs, ethnic background, cultural and religious practices
- Have access to their own records on request
- The opportunity for feedback on services provided
- Receive a copy of, and have access to, the complaints process

Issuance of Qualifications

Our organisation issues Qualifications and Statements of Attainment to participants who meet the required outcomes of a Qualification or Unit of Competency, in accordance with all appropriate National Guidelines and acknowledging that Qualifications are nationally recognised.

Recognition of Prior Learning and Training.

Our organisation recognises qualifications and statements of attainment issued by other RTOs for the purposes of either pre-requisites, national recognition (credit transfer) or RPL.

National recognition for relevant and equivalent units of competency completed at other RTOs will be granted free of charge towards completion of your qualification.

We recognise that participants may hold skills and knowledge that are relevant to their course outcomes. We will assist participants to gain recognition for these skills and knowledge through a process called Recognition of Prior Learning. RPL is an assessment process that assesses the individual's non formal and informal learning to determine the extent to which that individual has achieved the required learning outcomes or competency. Prior qualifications can be used in combination with evidence of an individual's life and work learning for RPL purposes.

We offer learning and assessment services that as far as practicable meet participant individual learning needs. We tailor training programs to meet their needs and offer a range of learning and assessment resources.

Industry relevance

Our training and assessment strategies are developed in consultation with industry to ensure that they are relevant to industry needs. Where your training or assessment occurs in a workplace, evidence of your performance will contribute to our assessments

We regularly engage with relevant industry representatives to evaluate our training and assessment services. We also require our trainers and assessors to be active within their industry speciality to ensure their knowledge and skills reflect current industry practice.

This ensures that our graduates hold the required skills and knowledge to the standard of performance required in the workplace.

Quality Control

Our organisation is committed to continuously improving the services it offers and seeks feedback from our participants, clients, employers and industry on their satisfaction with services they or their employees have received and seeks to improve its services in accordance with their expectations.

Marketing of Training and Assessment Services

Our organisation markets and advertises its products and services in an ethical manner.

Our organisation gains written permission from a participant or client before using information about, or images of, that individual or organisation in any marketing materials.

Our organisation accurately represents recognised training products and services to prospective participants and clients.

Our organisation ensures participants and clients are provided with full details of conditions in any contract arrangements with the organisation.

No false or misleading comparisons are drawn with any other training organisation or qualification.

Financial Standards

All clients and participants will be informed before a participant enrolls of all the costs and charges the client and/or participant will incur throughout their course.

Our organisation has a refund policy that is fair and equitable and this policy is made available to all participants and clients prior to enrolment.

Our organisation has measures to ensure that participants and clients receive a refund of fees for services not provided, including services not provided as a result of the financial failure of our organisation. In the event we are unable to deliver services, we will arrange for the participant, if agreeable, to complete their training at another RTO.

Our organisation ensures that the contractual and financial relationship between the participant/client and the organisation is fully and properly documented, and that copies of the documentation are made available to the participant/client.

Documentation includes: the rights and responsibilities of participants, costs of training and assessment services and issuance of Qualifications, payment arrangements, refund conditions and any other matters that place obligations on participants or clients.

Provision of Information

Our organisation supplies accurate, relevant and up-to-date information to prospective participants and clients covering but not limited to the matters listed in Attachment A to this Code.

Our organisation supplies this information to participants and clients before it enters into written agreements with them and regularly reviews all information provided to ensure its accuracy and relevance.

Recruitment

Our organisation conducts recruitment of participants into our courses at all times in an ethical and responsible manner. Offers of course placement are based on an assessment of the extent to which the Qualifications, proficiency and aspirations of the applicant are matched by the training opportunity offered.

Our organisation ensures that the educational background of intending participants is assessed by suitably qualified staff and/or agents, and provides for the training of such staff and agents, as appropriate.

Support Services

Our organisation provides adequate protection for the health, safety and welfare of participants and, without limiting the ordinary meaning of such expression, this includes adequate and appropriate support services in terms of academic and personal counselling.

Complaints and Grievance Mechanism

Our organisation ensures that participants and clients have access to a fair and equitable process for dealing with complaints and grievances.

Every effort is made by our organisation to resolve grievances. We provide an avenue for participants to appeal against decisions that affect their progress.

For this purpose, our organisation has a grievance policy where a member of staff is identified to participants and clients as the reference person for such matters. In addition, the grievance mechanism as a whole is made known to participants at the time of enrolment.

Where a grievance cannot be resolved internally, our organisation advises participants and clients of the appropriate legal body where they can seek further assistance.

Record Keeping

Our organisation keeps complete and accurate records of the attendance and progress of participants, as well as financial records that reflect all payments and charges and the balance due, and provides copies of these records is available to participants on request.

These records are managed to maintain confidentiality and will not be divulged to third parties unless authorised by the participant or under law.

COMPLAINTS AND APPEALS

Any individual who has a complaint or appeal concerning their training, the way their training is managed or the way they are being treated has a right to lodge that complaint or appeal. Timely, fair and non-confrontational process: ACMT is committed to dealing with complaints and grievances in a fair and ethical manner. The preferred method to reach resolution is an informal process, followed by a formal process if you are not satisfied with the outcome.

Your first point of contact:

- Training issues: ACMT has in place a robust appeals and complaints process that addresses any issues that Participants may have regarding any aspect of our training. Your trainer is the first point of contact should you have any issues with your training or assessment. If you are uncomfortable approaching your trainer, you can speak to the CE/Training Operations Manager.
- Enrolment, fees or refunds: You should contact the CE if you have any problems, issues or are dissatisfied in any way with your enrolment, fees or refunds.
- Equity, Access, Harassment and Bullying: You should contact the Chief Executive/Training Operations Manager.

Formal complaints or grievances:

If you are uncomfortable communicating your issue directly, or are unsatisfied with the response received through initial face to face communication with ACMT, you should forward your complaints or appeals to:

Training Operations Manager

ACMT

6 Todd St

PORT ADELAIDE SA 5015

The person to whom the complaint was initially addressed to will attempt resolve the Participant's complaint through discussion and negotiation. Otherwise, the complaint will be forwarded to the Chief Executive, who will attempt to resolve the issue with the Participant.

Appeals:

All individuals may appeal any decision reached by ACMT in relation to their complaint. Individuals should forward their complaints or appeals *in writing to*:

darran@acmt.net.au or post to

ACMT, PO Box 3274, PORT ADELAIDE SA 5015

Where practicable, ACMT aims to ensure any complaint or appeal is resolved within 15 days of receiving a complaint or notice to appeal. All complaints will be logged in a complaints register. The complaints register will be reviewed as part of ACMT's Continuous Improvement Processes.

Our full policies and procedures are available on request.

Appealing or Taking Further Action for Participants

Participants should contact the *Office of the Training Advocate*

Phone: 1800 006 488; Website: www.trainingadvocate.sa.gov.au

55 Currie Street, ADELAIDE SA 5000

If a complaint specifically addresses:

- refunds, fees and charges
- problems with transferring to another provider
- accommodation, welfare and support for students under 18
- course attendance or progress
- the training provider suspending, deferring or cancelling your enrolment
- education agents.

The Australian Skills Quality Authority (ASQA)

ASQA is responsible for investigating complaints concerning whether an ASQA RTO is breaching (or has breached) its legislative requirements under the National Vocational Education and Training Regulator Act 2011 (the Act). Please visit <http://www.asqa.gov.au/complaints/making-a-complaint.html> for further information on lodging a complaint with ASQA.

Other Useful Contacts

For information and advice about consumer rights and protection (including refunds or reimbursements): Office of Consumer and Business Services, Phone: (08) 8204 9777; Website: www.ocba.sa.gov.au

For information and advice about Equal Opportunity and Equal Employment issues in SA: South Australian Equal Opportunity Commission Phone: 1800 188 163; Website: www.eoc.sa.gov.au

PRIVACY AND ACCESS TO RECORDS

Use of Personal Information

In relation to personal information of Participants, ACMT's primary purpose of collection is to enable ACMT to provide training for the Participant.

The purposes for which ACMT uses personal information of Participants include:

- day-to-day administration
- looking after Participants' training, social and medical well-being
- to provide ACMT marketing materials to participants

- to satisfy ACMT legal obligations and allow ACMT to discharge its duty of care.

In some cases where ACMT requests personal information about a Participant, if the information requested is not obtained, ACMT may not be able to enrol or continue the enrolment of the Participant. ACMT may use your personal information to provide you with copies of our marketing material unless you have expressly requested we do not send you marketing materials.

Disclosing Personal Information

ACMT may disclose personal information, including sensitive information, held about an individual to:

- another RTO
- government departments
- anybody with statutory authority to access your personal information
- medical practitioners, in the case of a medical emergency; or to fulfil our duty of care to the community and individuals
- anyone you authorise ACMT to disclose information to.

ACMT *will not use* personal information about individuals or organisations within its marketing materials or activities without prior written approval from that Participant or client.

Participants and employees or contractors may request access to their records at any time. The request may be verbal or in writing. Where immediate access is unavailable, ACMT will make arrangements for you to access your records at the earliest opportunity.

Enquiries

For further information about the way ACMT manages the personal information it holds, please contact the Administration Manager on 08 8240 5523. ACMT reserves the right to alter this policy in line with current national policies and Government Acts.

EQUAL OPPORTUNITY

ACMT commits to Equal opportunity principles in our policies, procedures or practices.

Equal Opportunity means fairly treating all individuals without making judgments based on irrelevant personal characteristics and creating a work and training environment free from discrimination, harassment, bullying and victimisation. Discrimination, sexual harassment and victimisation, by management, employees or participants will not be tolerated. ACMT may take disciplinary action if any incidents of discrimination occur.

Unlawful discrimination is unfairly treating people because of their personal characteristics or because they belong to a certain group. For example, age, sex, chosen gender, race, disability, sexuality, social origin, trade union activity, pregnancy, association with child, caring responsibilities or religion. Sometimes discriminating behaviours are referred to as bullying. Bullying is behaviour which makes people feel offended, afraid or humiliated and in the circumstances it is reasonable to feel that way.

Sexual harassment is sexual behaviour which makes people feel offended, afraid or humiliated and in these circumstances, it is reasonable to feel that way.

Victimisation is unfairly treating people for complaining or helping others to complain, either within our organisation or to the Equal Opportunity Commission.

Participants have the right:

- to be informed of the access and equity policy prior to enrolment
- for enrolment decisions to be made on merit
- not to be discriminated against, sexually harassed or victimised
- to be protected by ACMT from these behaviours
- to make complaint without judgement or bias

- to study in an environment free of discrimination and sexual harassment
- the responsibility not to discriminate against, sexually harass or victimise others
- to report to management if they are being harassed by anyone
- to have any special needs, including language literacy and numeracy, addressed where possible and practicable

Participants have the responsibility:

- not to discriminate against, sexually harass or victimise staff or clients
- to be familiar with Equal Opportunity policies and complaint procedures

Copies of our *Access and Discrimination Policy* can be obtained from the Administration Manager (08) 8240 5523.

Complaints

If you would like to lodge a complaint in relation to Access and Discrimination issues, please see the *Complaints and Appeals* section of this booklet.

OCCUPATIONAL HEALTH AND SAFETY

ACMT is strongly committed to, and actively fosters, the maintenance of a safe and healthy workplace and training facility for all employees, trainers, participants, clients and visitors to our organisation.

Participant responsibilities

It is every participant's obligation to take responsibility for safe and healthy work and training practices. This includes:

- taking all reasonable care to protect their own health and safety at work or training
- to exercise diligence to ensure nothing is done, or omitted, so as to endanger their own safety at work or training or the safety of any other person in the workplace / training facility
- ensure correct safe use is made of equipment, both for training and, that provided for health, welfare and safety purposes
- follow all instructions issued to protect their own personal health and safety, and that of all others
- report to their trainer as may be necessary to avoid, eliminate or minimise dangers or hazards regarding working or training conditions, of which they are aware

Policy violations

Violation of your OHSW responsibilities may result in your training being terminated.

TERMS AND CONDITIONS

Deposits

Deposits may not exceed \$1,000. **Part Payment** - Participants enrolled in courses which require the payment of additional fees in advance after the commencement of their course must pay these amounts by the due date as set out in their schedule of fees.

Arrears

ACMT reserves the right to refuse to continue training for Participants with payments in arrears for more than 7 days. If the services of a debt collector are required, the client (employer or Participant) who has requested the services of ACMT is responsible for the payment of the debt collection fees.

Balance Payable

Participants will be invoiced for all outstanding tuition fees on the day of or after the conclusion of the course (the last day of scheduled attendance). All outstanding tuition fees are payable within

14 days of the date of invoice. Fees are payable regardless of whether a Participant has been found competent or not in one or more Units of Competency at the completion of their training course.

Cancellations

Participants who wish to cancel their enrolment may do so at any time prior to course commencement. To cancel enrolment, Participants must inform ACMT in writing (letter, email or fax). Please see below for details about eligibility for refunds for cancellations.

REFUNDS

Deposits and Up-front Short Course Payments:

Deposits and payments in full for short courses made prior to commencement are refundable only up to seven days prior to commencement of the course.

Deposits and payments in full for short courses made prior to commencement are transferrable to another individual in the event that an employer or individual wishes to transfer the enrolment.

Fees Paid in Advance – Once Course has Commenced:

Participants must give written notice (letter, email or fax) of their intention to withdraw from a course once a course has commenced. Non-attendance at a course does not constitute notice of withdrawal and therefore does not confer any rights to refunds.

Scheduled fees paid in advance are non-refundable.

Any fees paid in advance in excess of the required scheduled payments are fully refundable from the date ACMT receives written notice of intention to withdraw.

Refund Examples:

Peter enrolls on 1 March in a course commencing on 1 April. Peter's course costs \$1,200. Peter is required to pay \$200 deposit and then make two monthly payments of \$500 (1 April, 1 May).

Scenario 1: Peter pays the deposit on 10 March. On 19 March Peter emails ACMT informing them that he is cancelling his enrolment. Peter has provided more than seven days' notice. Peter receives a full refund of his deposit.

Scenario 2: Peter pays his deposit on 1 March. On 25 March Peter emails ACMT informing them that he is cancelling his enrolment. Peter has provided only five days' notice. Peter is not entitled to a refund of his deposit.

Scenario 3: Peter commences his course on 1 April. Peter decides he wants to pay the balance of \$1,000 in full rather than make two payments. He makes \$1,000 payment on 1 April. On 28 April Peter emails ACMT informing them that he is withdrawing. Peter has provided the required written notice of his intention to withdraw.

- Peter's deposit is non-refundable.
- Peter's scheduled first \$500 payment made on 1 April is non-refundable.
- However, Peter has paid the second payment before it was due and is *therefore eligible for a refund of \$500* as this amount has been paid in excess of the required scheduled fee payments.

Scenario 4: Peter commences his course on 1 April. Peter decides he wants to pay the balance of \$1,000 in full rather than make two payments. He makes \$1,000 payment on 1 April. Peter commences his course but fails to attend after 16 April and cannot be contacted to discuss his enrolment. On 10 May ACMT receives an email from Peter stating that he wants to withdraw. Peter has not provided the required notice on time. He is not entitled to a refund as he was still enrolled on 1 April when his second payment of \$500 was due.

Illness

Participants who are unable to commence or complete their course due to illness may defer to the next available course provided they can provide a valid medical certificate for the period in question. If a participant chooses not to defer their course any scheduled fees paid in advance are non-refundable. Payments in excess of scheduled fees are fully refundable.

Participants whose illness prohibits them from attending courses within the next six months will, upon ACMT's receipt of a confirming medical certificate, receive a full refund of any fees paid in advance for the period during which they fell ill. Example: Jennifer makes a scheduled payment in advance on 1 May. She is in an accident on 19 May and will not be able for medical reasons to resume training until January the following year. She will receive a full refund of her May payment and any payments in excess of her scheduled fee payments.

Work and Other Extenuating Circumstances

Participants who are unable to complete their course due to work commitments must provide a letter from their employer stating the reasons why the participant is not available to attend and may defer their course to the next available course date. If a participant chooses not to defer their course any scheduled fees paid in advance are non-refundable. Payments in excess of scheduled fees are fully refundable

If a participant has other extenuating circumstances that prohibit them from completing their course, they should contact ACMT to arrange for alternatives.

Chief Executive Discretion – Compassionate Grounds

The Chief Executive may use their discretion to waive the non-refundable clauses above and provide a refund on compassionate grounds of any and all monies paid in advance.

Administration of Refunds

All refunds will be determined and refunded within 28 days of ACMT receiving the notice of cancellation or withdrawal.

WHAT IF ACMT CANNOT FULFIL ITS OBLIGATIONS?

If ACMT cannot deliver a course, where possible, ACMT will arrange alternative course dates for participants. If these are not convenient for participants or ACMT cannot provide an alternative course date/time, all fees paid in advance, including deposits and short course up-front payments will be fully refunded.

In the event that ACMT is unable to fulfil its agreements to provide training services, ACMT will refund that proportion of payments made for which training services were not received by the client.

Complaints and Appeals

ACMT has a robust complaints and appeals procedure. Please refer to ACMT's *Complaints and Appeals Policy* in this booklet

A copy of the terms and conditions will be made available to the Participant prior to enrolment.

FREQUENTLY ASKED QUESTIONS

The following are brief answers to FAQ however you should read this booklet in it's entirety before making any decisions about your training.

What kind of assessment will I have to do?

The quantity and type of assessment required will be determined by your individual training needs. We use a variety of assessment methods, most of which will require you to complete activities tailored to your individual workplace whilst meeting SafeWork SA requirements where relevant. For example, you may be asked to complete a theory test as well as demonstrating on a machine that you have the practical skills required.

What if I already have a Statement of Attainment from another organisation?

We recognise all AQF Qualifications and Statements of Attainment issued by other RTOs and educational institutions in Australia. However, if you require a SafeWork SA Notice of Satisfactory Assessment or a High Risk Work License, we are required to assess your theory and practical competency using SafeWork SA assessment tools. This extra assessment will incur a fee.

How long will my training take?

The length of your training will be determined by your individual training needs. Please see our website for course duration information. If your particular needs might necessitate adjustments to these durations, we can provide flexible arrangements. Please contact us to discuss your needs.

What if I have special needs?

We are committed to ensuring that your specific learning needs are addressed to maximise your potential for successful completion of your training. Learning needs include physical and intellectual disabilities, dietary needs, and social needs. Social needs may include issues associated with travel to and from training, returning to work, pregnancy, parenthood and religion. Please inform us of your needs when you register so we can assist you in successfully completing the course. We may be able to adapt the training delivery and assessment to accommodate your needs, or may be able to refer you to a specialist support provider

What if I can't complete an assessment or are fund Not Yet Competent?

Your trainer will work through the assessment issues with you and you will have an opportunity to re-submit. In the case of assessment on machines, whilst we will provide you with an opportunity to fully demonstrate your skills on the day of the assessment, SafeWork SA requires us to provide a 21 day break between your first assessment and a re-assessment. You will be required to pay the assessment only fee applicable to your course for all re-assessments. For this reason, we highly recommend participants undertake training where they have not used machines for long periods or have extremely limited experience on machines.

How do I access my records?

Your records can be accessed by contacting via phone or in writing to arrange a time to view your records. You are not able to take your original records away but we can make you copies.

What do I do if I have a complaint?

We have a timely, fair and non-confrontational process to resolve complaints. We are committed to dealing with complaints and grievances in a fair and ethical manner. The preferred method to reach resolution is an informal process, followed by a formal process if you are not satisfied with the outcome. You should contact whoever you feel most comfortable talking to (your Trainer, the Training Operations Manager or the Chief executive) in the first instance. **For full details please refer to our Complaints and Appeals section in this booklet**

How do I get a replacement parchment?

If you lose your Statement of Attainment or SafeWork SA documentation contact us by phone or in writing to arrange a replacement. A fee may be charged. Please see the full *Terms and Conditions* section in this booklet for more details.