

1. Introduction

This Code of Practice provides the basis for good practice in the marketing, operation, financing and administration of training services delivered by Royal Life Saving Society Australia, (New South Wales Branch) as a Registered Training Organisation (RTO - 90666). This code of practice should be read in conjunction with information provided on Royal Life Saving NSW websites, particularly drowningprevention.org.au

For the purpose of this Code of Practice:

A "participant" refers to any person participating in training delivered by the Royal Life Saving NSW.

A "client" is an organisation who enters into an agreement with the Royal Life Saving NSW for the delivery and assessment of training services.

"Working days" refers to Monday to Friday, excluding public holidays.

2. Provision of Training and Assessment Services

Royal Life Saving NSW has policies and management practices which maintain high professional standards in the delivery of training and assessment services which safeguard the interests and welfare of its participants and clients.

Royal Life Saving NSW maintains a learning environment that is conducive to the success of all participants.

Royal Life Saving NSW has the capacity to deliver and assess selected Units of Competency within its "scope of delivery" profile, provide adequate facilities and use methods and materials appropriate to the learning and assessment needs of the participants. Royal Life Saving NSW monitors and assesses the performance and progress of its participants.

Royal Life Saving NSW ensures that trainers are not only suitably qualified but are also sensitive to the learning needs of all participants. It provides ongoing professional development activities provided for its trainers.

Royal Life Saving NSW ensures that assessments are conducted in a valid, reliable, flexible and fair manner which meets the requirements of the particular training package or nationally accredited course.

Royal Life Saving NSW will allow participants two attempts to demonstrate competence against a unit of competency or learning outcome. Further attempts to demonstrate competence will be at the discretion of Royal Life Saving NSW and may incur additional fees. Timelines for any reassessment should occur within 60 days unless otherwise agreed upon by both parties.

3. Quality Management Focus

Royal Life Saving NSW is committed to providing a quality service with a focus on continuous improvement. We value feedback from participants, clients, trainers and industry representatives. Wherever possible, we design diagnostic assessment instruments specific to client and participants needs.

4. Training and Assessment Standards

Royal Life Saving NSW staff are appropriately qualified and experienced to deliver the training and assessment offered. Assessments will meet national assessment principles including recognition of prior learning and credit transfer. Sufficient training materials and physical and/or digital resources will be provided to you in order for you to achieve the learning outcomes of the training program. Appeals procedures are in place for clients who are not satisfied with assessment or training.

5. Issuance of Certificates and Qualifications

Royal Life Saving NSW will issue a Certificate/Statement of Attainment to participants who meet the specified learning outcomes of the accredited training programs or performance criteria of units of competency within the relevant training package or nationally accredited course. All enrolment criteria must also be achieved prior to issuing certifications (e.g. Payment received, USI verified).

All Statements of Attainment and certification will be emailed to participants. Fees may apply for those who request printed copies.

6. Marketing and Advertising of Training and Assessment Services

Royal Life Saving NSW will market and advertise its training services in an ethical manner through both National and State industry networks established through its training delivery profile. At all times Royal Life Saving NSW will provide accurate and clear marketing of its training products and services to clients and participants.

7. Financial Standards

Royal Life Saving NSW ensures that the financial relationship between the client/participant and the Society is properly recorded at its Head Office.

8. Provision of Information

Royal Life Saving NSW supplies accurate, relevant and up-to-date information to prospective participants and clients through pre-course and enrolment materials, through the Royal Life Saving website and other relevant information provided in this Code of Practice.

9. Support Services: Client Services, Welfare and Guidance

Royal Life Saving NSW will provide adequate and appropriate support services in terms of learning materials and personal counselling/mentoring for clients and participants.

10. Language, Literacy and Numeracy Support

Royal Life Saving NSW suggest a general or academic level of English is required to ensure all participants have the best opportunity to receive a successful outcome on course. Royal Life Saving NSW specifies the minimum education and/or English language proficiency requirements for entry into each course. These entry requirements take into account the core skills required to complete the learning and assessment activities, given the mode of delivery. Royal Life Saving NSW can provide avenues for individuals to gain support prior to enrolment to ensure participants are provided the best opportunity to gain the qualification, skill sets or units of competency.

11. Enrolments

A completed enrolment form is required to advise all details necessary to register a participant. All questions should be answered and the participant's signature should appear as acknowledged acceptance. The enrolment form may be posted, completed on premises, or submitted online. Online enrolments may involve an electronic signature and all must provide acceptance of this code of practice and associated terms and conditions.

12. Unique Student Identifier (USI)

Royal Life Saving NSW will meet the requirements of the Student Identifier Act 2014 by collecting and validating USI data. Royal Life Saving NSW will meet the USI requirements by:

- Providing USI information prior to and on enrolment;
- Providing assistance with creating and validating USI; and
- Not issuing AQF certification without a validated USI.

It is important for participants to provide their USI upon enrolment to ensure all training is properly recorded and no delays are experienced for issuing certification.

13. Pre-course material

- a) Particular Royal Life Saving NSW courses require pre-course material to be completed. Pre-course material will be sent from Royal Life Saving NSW within 2 business days of enrolment. It is the participant's responsibility to contact Royal Life Saving NSW if pre-course material has not been received and completed prior to your course. Incomplete pre-course requirements will render you unable to attend your booked course.
- b) Workbooks and Online completions: Participants will have six months from their online completion date to attend any face to face assessments/workshops.

14. Fees and Charges

14.1 Withdrawals and Refunds

- a) For any enrolment cancelled between 2- 5 working days, prior to course commencement, participants will receive a 75% refund.
- b) It is regrettable that no refund will be offered if cancelled less than 2 working days prior to course commencement. Special circumstances may be exempt with a written application and evidence attached.
- c) Any course not attended with prior notification within timeframes above will forfeit all payments made.
- d) In the event that Royal Life Saving NSW cancels a course, you will be offered a full refund or you may elect to transfer to another course at no cost.

In cases of severe financial hardship or exceptional circumstances the Training Services Manager / Regional Manager may waive all fees and charges.

14.2 Material Fees

- a) No refunds will be given for printed or electronic materials that are considered "used" when;
 - The participant has accepted the materials and begun their training
 - The participant has enrolled into online learning
- b) All manuals, workbooks must be returned to Royal Life Saving NSW in an unused condition.
- c) Any Community Lifesaver boxes must be unopened, that is that the manikin is sealed, bandage packs remain in same condition and all other items are untarnished.
- d) Fees and charges will apply for any damaged goods.
- e) Refunds will only be processed upon receipt and inspection of any returned materials.

14.3 Transferring & Rescheduling

- a) Royal Life Saving NSW will transfer your application at no cost if written notification is received 5 working days prior to course commencement.
- b) Transfer requests received after this time will incur:
 - For courses ran over a 2-day period or longer will incur a \$50.00 transfer fee
 - For courses conducted in a single day/ session will incur a \$15.00 transfer fee payable to Royal Life Saving NSW before a transfer can be made.
- c) Transfers must include a new course date to ensure no further charges apply.
- d) Failure to provide this new course date before the commencement of the original course, will be considered a cancelled enrolment and forfeit all payments and potential refunds.

14.4 Group (Client) Booking Cancellations

- a) Royal Life Saving NSW requires written notification for cancellation of group (client) bookings.
- b) Written notification must be received a minimum of 3 working days prior to course commencement if you wish to cancel a group (client) booking.
- c) Cancellations received after the time indicated in 14.4.b will incur a cancellation fee of 50% of the total course cost.
- d) refer to 14.5 regarding online learning cancellations for Group or Bulk requests.
- e) Confirmed numbers must be provided 3 working days prior to course commencement

14.5 Online Learning Cancellations

- a) No refund will be issued to participants who have started their online learning.
- b) If the participant has not started their learning, refer to 14.1 for cancellation/refund options.
- c) With bulk requests for online learning, all tokens are deemed non refundable after the bulk request has been approved by Royal Life Saving NSW and provided to the client.
- d) Pre-course components must be completed within the time frames indicated in 13b.

15. Assessment Criteria

All participants have assessment criteria made available prior to enrolment and again prior to training commencement.

All assessment methodologies are provided prior to assessments being undertaken at the course. Participants are encouraged to visit the website or contact their local office if this information cannot be located or has not been made available via any marketing materials.

16. Grievance & Complaints Policy

Royal Life Saving NSW has developed a Grievance Policy to ensure that participants and clients have access to a fair and equitable process for dealing with grievances.

In providing quality services to its clients, Royal Life Saving NSW has developed a grievance guideline to deal with complaints from clients and participants, which may arise in the delivery of training and assessment services. Please forward any complaint in writing to qualifications@royalnsw.com.au or contact your local Royal Life Saving NSW Office for information on making a complaint.

17. External Complaint Procedures

For assistance with lodging an external complaint or appeal, please contact the Australian Skills Quality Authority (ASQA): 1300 701 801 or email feedback@asqa.gov.au. If ASQA finds your complaint is justified, the conclusions are reported to you and to the relevant Department of Education and Training regional office.

18. Appeals Policy

Royal Life Saving NSW has developed an Appeals Policy to ensure that participants and clients have access to a fair and equitable process for dealing with complaints regarding final assessment outcomes.

19. Discipline Policy

Participants at all times must maintain appropriate behaviour and follow Royal Life Saving NSW rules as instructed by Trainers, Coordinators and Office direction. Penalties for breaches of rules or unsuitable or disruptive behaviour will be imposed depending on the nature and severity of the breach.

In the case of minor breaches, a warning will be given and penalties imposed for subsequent breaches. In the case of major or repeated breaches, penalties may be imposed immediately and the participant may be requested to leave the course.

The Training Services Manager will oversee all disciplinary matters.

20. Refusal to Provide Services

Royal Life Saving NSW has the right to refuse to provide services (including training, assessment, and course materials) to clients who have outstanding accounts. Royal Life Saving NSW shall not be liable for any failure to provide services.

21. Record Keeping

Royal Life Saving NSW keeps complete and accurate records of the attendance and progress of participants and makes these records available to clients and participants upon request.

22. Quality Control

Royal Life Saving NSW seeks feedback from participants and clients of their satisfaction with services provided and seek to improve its services in accordance with their expectations.

23. Skills Recognition

Royal Life Saving NSW provides clients and participants with a skills recognition service. Skills Recognition provides participants with recognition of the competencies that they have already acquired, through other areas of work life. Through these processes people may not be required to undertake training in areas where they are already competent. Individuals interested must contact the Royal Life Saving NSW to discuss the option of skills recognition.

24. Access and Equity

Royal Life Saving NSW will meet the needs of individuals and the community through the implementation of access and equity principles to ensure the fair allocation of resources and the right to equal opportunity without discrimination. Royal Life Saving NSW offers opportunities for people to participate in the Vocational Education and Training system, and in associated decisions, which affect their lives.

25. Mutual Recognition: Recognised Prior Learning (RPL)/Credit Transfer

Royal Life Saving NSW mutually recognises Australian Qualification Framework qualifications and Statements of Attainments which are issued by any other Registered Training Organisations. There are processes in place for validating this recognition and applying credit transfers where appropriate.

26. Privacy Policy

Royal Life Saving NSW complies with the Privacy Act 1998 (NSW) and Information Privacy Act 2014 (ACT). Information collected on participants is only used for the purpose of delivery or our services.

27. Legislative Requirements

Royal Life Saving NSW is committed to complying with relevant State or Territory laws including Commonwealth or State legislation. If you would like to know more information on how legislation affects your participation in education and training please contact Royal Life Saving NSW.

28. International Students

As Royal Life Saving NSW is not a CRICOS provider, it is unable to provide national training to overseas students holding a student visa.

An overseas student is defined in Section 5 of the ESOS Act as a person (whether inside or outside Australia) who holds a student visa (as defined in regulation 1.03 of the Migration Regulations 1994), excluding:

- a Subclass 576 (Foreign Affairs and Defence Sector) visa, or
- a person who satisfies the secondary criteria, but not the primary criteria, under the Migration Regulations 1994 for the grant of the visa, or
- a secondary exchange student within the meaning of the Migration Regulations 1994, or
- an overseas student who has been approved under a scholarship scheme, or an exchange scheme, sponsored by the Commonwealth to undertake a course of study or training in Australia.

As specified in Section 8 of the ESOS Act, a provider must be registered on CRICOS to provide a course at a location or do so in accordance with an arrangement they have with another registered provider.