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RTO ID: [30911](#)



# YAMAHA

*Revs Your Heart*

## STUDENT HANDBOOK

Copy No: 1

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Important information for all prospective and current Yamaha Motor Australia Pty Ltd students

## **DOCUMENT CONTROL**

### **Documentation Amendment List**

VERSION	MAIN DOCUMENT FILE REFERENCE	DATE	DESCRIPTION OF CHANGE
Issue 1	Student Handbook	24 April 2019	Original Issue

### **Control Rules**

The rules of this handbook are:

- The handbook is to be kept fully intact.
- The whole document is to be reissued after amendments.
- Technical questions are to be referred to the Training Manager.
- There are no restrictions on access by company employees or students to this handbook.
- It is the responsibility of the holder of this document to verify if it is current and up to date before acting on information defined in this document.

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## ***Introduction***

### ***Who we are***

Thank you for considering Yamaha Motor Australia Pty Ltd Pty Ltd trading as:

- Yamaha Motor Australia Pty Ltd
- ATV SSV Safety Institute
- Yamaha Marine Academy

For over a decade the Yamaha Motor Australia has been training both agricultural and recreational users in the safe operation of their ATVs and SSVs. Like a car or a motorcycle, riding an ATV or SSV requires training in its operation to make its use safe for the operator.

Accidents are caused by people either not understanding the ATV and SSV and how it works or not following the safety warnings on the machine itself. Yamaha Motor Australia teaches proven safe riding techniques and appropriate operation in both a work environment or recreation.

The Yamaha Marine Academy was created to provide high quality training to customers that are new and experienced mariners. With over five decades of experience in the marine industry, Yamaha Motor Corporation have provided premium quality, reliable marine products and now customers can benefit from receiving knowledge and practical skills to enjoy their time on the water safely.

### ***Our mission***

The Yamaha Marine Academy will provide a premium experience for all of our students. With unmatched industry experience we can have you ready to experience the joy and fun our waterways can bring to you and your family.

1. Provide each and every customer with a training experience that prepares them to get on the water safely;
2. Be inclusive and provide training to all customers who wish to learn the best way to navigate the waterways from the best organisation in the world;
3. Be approachable during your training session and available to provide guidance throughout your journey in this exciting industry;
4. Make learning fun and relevant. We will not cut corners.

### ***Your Handbook***

Choosing a course is an important decision. This handbook contains important information you should read carefully and consider prior to commencing your course. Please review the material carefully, as each section is important. This Student Handbook will assist you in getting the most out of your course with Yamaha Motor Australia. There is a range of information here, summaries of our policies and procedures, and a copy of our Code of Practice.

If you have any questions prior to enrolment or you would like to discuss the information in this Handbook, please contact the office and one of our friendly staff will gladly discuss the matters with you.

### **General Rights and Responsibilities of All Students**

Yamaha Motor Australia is committed to meeting the spirit and letter of our legislative requirements. There are a range of these requirements that affect each and every one of us in our roles, as described more fully throughout this Handbook. These sections of the Handbook are summaries of specific policies that have been developed in each area, such as access and equity, anti-discrimination, and privacy. Please contact the office if you would like a full copy of a policy sent to you.

### **Contact Us**

Office and postal address:

489-493 Victoria St Wetherill Park, NSW, 2164

Telephone: 02 9827 7511

Email: [marine.academy@yamaha-motor.com.au](mailto:marine.academy@yamaha-motor.com.au)

Website: [www.yamaha-motor.com.au](http://www.yamaha-motor.com.au)

### **Yamaha Motor Australia's Scope of Qualifications**

Yamaha Motor Australia is a Registered Training Organisation (RTO ID No. [30911](#)) and is approved by the Australian Skills Quality Authority (ASQA) to provide training delivery and assessment services for a range of nationally accredited courses and units of competency. Therefore, as an RTO, Yamaha Motor Australia is responsible for the quality of the training and assessment in accordance to the 2015 RTO standards and for the issuance of AQF Statement of Attainments for the qualifications on its scope of registration as noted below:

#### **Individual Units of Competency**

Unit Code	Unit Name	Course Currency Status
<a href="#">AHCMOM216</a>	Operate side by side utility vehicles	Current
<a href="#">AHCMOM217</a>	Operate quad bikes	Current
<a href="#">MEM50009B</a>	Safely operate a mechanically powered recreational boat	Current
<a href="#">MEM50010B</a>	Respond to boating emergencies and incidents	Current
<a href="#">SISOPWC201A</a>	Select and maintain a personal water craft	Current

[SISOPWC202A](#)

Demonstrate simple personal water craft skills in controlled conditions

Current

RTTO ID: 30911

## Overview

### ***Who can apply to enrol (client selection)?***

Currently there are no pre-requisites for the courses offered by Yamaha Motor Australia. Details are explained for each course on our website ([www.yamaha-motor.com.au](http://www.yamaha-motor.com.au)). All courses offered by Yamaha Motor Australia are available to members of the general public, corporations and Government organisations.

### ***How do you enrol?***

Identify the course with the skills set you require and book into that course either by on-line booking through our website ([www.yamaha-motor.com.au](http://www.yamaha-motor.com.au)) or over the phone.

Upon confirmation of your booking you will be sent a Student Registration Form and an Activity Agreement Form. A Yamaha Motor Australia staff member is available to assist you to complete your enrolment.

At this time, we will also discuss with you a Recognition of Prior Learning (RPL) assessment, which may allow you to obtain credit for your current skills and previous learning that matches the competencies and requirements of your course. If you would like to undertake an RPL assessment, at enrolment a Yamaha Motor Australia staff member will also complete the RPL Enrolment form. Please refer to the section on RPL for more information on this process.

At enrolment, you will also be given a chance to discuss your specific needs in the course, and to have these needs assessed and reflected in the course learning program. More details on how Yamaha Motor Australia works with students to meet their learning needs is contained in the sections on Student Welfare and Guidance Services as well as the section on Access and Equity.

### ***Induction and Orientation to your Course***

Yamaha Motor Australia, to ensure that all students are thoroughly informed about their course at the beginning follows a thorough induction process. Your instructor will conduct the induction. The induction will take place on the first day of the course and includes as a minimum:

- Issuing of learning materials
- Discussion of the units of competency in the course
- Discussion of the time-line for the course – including the schedule of sessions
- Structuring and organising special or additional assistance for students that has been identified during the enrolment process

In addition to the induction, an orientation process is conducted including a review of this Handbook, and an overview of the support services offered by Yamaha Motor Australia, especially for those students who might require additional language, literacy or numeracy support. Also, the Appeals Procedure and the Complaints Procedure will be discussed.

### ***Course Details***

Details about all of the courses offered by Yamaha Motor Australia are available from our website ([www.yamaha-motor.com.au](http://www.yamaha-motor.com.au)) or by contacting the office.

## **Third Party Training Arrangements**

Yamaha Motor Australia has signed written agreements (third party training agreements) in place with a number of organisations/businesses who under the auspices of Yamaha Motor Australia can train and assess approved courses. These organisations/businesses are termed Yamaha Motor Australia Training Partners. Where feasible, a Yamaha Motor Australia Training Partner will state on their website that they have a training arrangement in place with Yamaha Motor Australia.

Yamaha Motor Australia will make sure that all Yamaha Motor Australia Training Partners follow the same guidelines as noted in this Student Handbook. All places that Yamaha Motor Australia is noted, it will refer to and apply to both Yamaha Motor Australia and to the Yamaha Motor Australia Training Partner.

At all times, as an RTO, Yamaha Motor Australia will be responsible for the quality of the training and assessment in accordance to the 2015 RTO standards and for the issuance of AQF Statement of Attainments for the qualifications on its scope of registration for successfully completed courses.

## **Fees and Charges**

Company invoices are produced upon enrolment into the course. Payment terms are net 30 days. The invoice is also a receipt after payment is made. Payment can be made by EFT, credit card (Visa, MasterCard and American Express), cheque or cash/money order. We do not accept Diners Club. We can provide our account details for direct deposits into our bank account. All our Nationally Recognised courses are GST exempt

Fees and charges for each course are detailed in the description of each course listed on our website. ([www.yamaha-motor.com.au](http://www.yamaha-motor.com.au))

On receipt of course fees, Yamaha Motor Australia undertakes to provide instruction in the competencies for your chosen course.

## **Consumer Protection Legislation**

We advise that Yamaha Motor Australia abides by the Consumer Protection legislation and will at all times respect each Student's consumer rights. Refer to:

- [Australian Consumer Law and Fair Trading Act 2012](#)
- [Australian Consumer Law and Fair Trading Regulations 2012](#)
- NSW [Fair Trading Act 1987 No 68](#)
- NSW [Fair Trading Regulation 2012](#)
- NSW Fair Trading: [Education and Training](#)

**Cooling-Off Period:** A '10 business day cooling-off period' under the Australian Consumer Law does not apply where a Student of their own initiative approaches an RTO while being fully aware of the RTO's 'Terms & Conditions' books into a course.

If a Student was directly approached (face to face or via phone) by a training provider or a marketer, signed up on the spot and required to pay for the course upfront, then the '10 business day cooling-off period' would apply. Note that Yamaha Motor Australia does not participate in this form of marketing or recruitment.



## Exemptions and Fee Reductions

It is possible for you to obtain an exemption from part or the entire course through the Recognition of Prior Learning (RPL) process. This process also includes recognising your formal learning from other Registered Training Organisations.

If you have your current competencies recognised through RPL, you may be eligible for a reduction in your course fees.

The Yamaha Motor Australia RPL process allows for up to 100% of the course to be achieved in an RPL process, or through recognition of formal studies from another accredited institution. Therefore, the maximum fee reduction available after gaining an exemption through RPL/recognition is 100% of the course fee however a fee applies for the conduct of the RPL/recognition process. This RPL/recognition process fee will be determined on an individual basis and will also be determined by the amount of time and effort required to conduct the RPL/recognition process.

## Refund Policy

Yamaha Motor Australia holds all student fees in a separate account until the course commences, so that your funds are safeguarded. This allows us to offer a guaranteed refund policy.

If you would like a refund, for whatever reason, Yamaha Motor Australia offers a refund based on the amount of the course you have completed. The units of competency completed are used to determine the amount of the course you have finished. The refund is only available if you have paid your course fees in full, and you have no outstanding amounts owing.

Applications for refunds should be made in writing and addressed to the RTO Manager at the Yamaha Motor Australia office. Please include your name, contact details, and the name of your course. We will then determine the level of refund that you are entitled to and issue that to you within 14 working days of receiving your request.

Should Yamaha Motor Australia cancel a course, all course fees paid will be refunded to you; or you can arrange to have them transferred to another course.

- Cancellation Fees

- Cancellations between:

- More than 5 business days = deposit forfeited
    - Less than 5 business days = 100% of course cost

- A refund will be provided:

- For an overpaid fee
  - For any fees paid in advance for training cancelled will be refunded 100% (unless you have arranged to be transferred into another course)
  - If Yamaha Motor Australia fails to provide in full the agreed training services or a course is terminated midstream. However, a percentage of the original fees and charges may apply depending on the percentage of completed training activities
  - A partial refund of fees may be applicable when RPL or Credit Transfer (CT) has been granted after the student has paid their course fees

- A refund will not be provided if:
  - The student does not show up for the course
  - If a student cancels or withdraws their enrolment midstream of a course
  - If a student fails to complete the course
  - The student has been expelled from a course by breaching the required code of conduct as described in the Student Handbook
  - The student had failed to pay the course fees

### ***Language, Literacy and Numeracy Assessment (LLN)***

Language, literacy and numeracy (LLN) skills are important to your success in your course and in your career. Your Instructor will be able to assist you to a great extent, as in each course every student has the opportunity to further develop their skills in these important areas, and apply them to their own work.

Before commencing your chosen course please make the Yamaha Motor Australia Office aware of any special language, literacy and numeracy needs you may have. Your Instructor might discuss the support available, and the options for flexible workplace assessment that can assist in meeting your needs.

During the course of your studies, your Yamaha Motor Australia Instructor will continue to monitor and assess your language, literacy and numeracy skills in the assessment activities, and they may offer further support in these areas to you during your course. Overall, the emphasis for the staff is to assist you to complete the course of your choice.

### ***Flexible Learning and Assessment*** ◆

Flexible learning and assessment procedures are an important part of offering our students support in their learning process. We are able to customise our learning process and assessments to meet the needs of our students. The important aspect is to ensure that the assessments meet the requirements of the units of competency. Your Instructor will be able to advise you on how the assessments and learning can be customised for the specific unit or units you are considering.

Yamaha Motor Australia offers flexible learning and assessment in all of their accredited courses. This is flexibility in:

- The scheduling of the learning sessions
- Providing self-paced learning experiences
- Allowing for a variety of assessment methods and tools
- Providing flexible assessment to meet specific physical needs

The flexibility in the learning and assessment is designed to ensure that the course provides you with the greatest benefit and meets your needs as much as possible.

### ***Student Welfare and Guidance Services***

Yamaha Motor Australia considers general support of our students as an important part of the service delivery for our students. We take a holistic approach, and will offer all assistance possible within our budget constraints. Specific student welfare and guidance services we offer include counselling and assistance with:

- Training options
- Issues that might interrupt your training or affect your ability to continue or complete your training

The Training and Operations Managers are responsible for coordinating these student welfare and guidance services; contact the office to discuss your specific needs and we will be happy to assist you. Further assistance by professional support agencies can be accessed via our “Student Support Services Directory” which is available on our website: [www.yamaha-motor.com.au](http://www.yamaha-motor.com.au). Note that some agencies may charge a fee for their services.

### **General Conditions**

If changes to agreed services occur after a student has enrolled, Yamaha Motor Australia will advise all affected students as soon as practicable. This includes any third-party arrangements (new, changes or cessation) or change in ownership of Yamaha Motor Australia.

As training sessions may operate in remote areas, Yamaha Motor Australia, reserves the right to alter, and/or cancel any section and/or parts of the itinerary which may result from road, weather or any other conditions of an operational nature. Whilst every endeavour will be made to keep the arrival & departure times given in the itinerary, no guarantee will be made that these will be kept. Yamaha Motor Australia will not be liable for any costs incurred through failure to connect with any other service. Any personal expenses incurred by the participant as a result of any delay, alteration or curtailment of any session whether caused by weather conditions, mechanical defects or any other causes are the responsibility of the participant.

Yamaha Motor Australia shall not in any circumstance, be held liable or accept responsibility for any loss, acts, omissions, defaults, accident, misperception, delay, failure or expense on the part of the transport companies, hotel/motel contractors and the like who may provide you with services and facilities at the request of the Yamaha Motor Australia. In the result of break down or other unforeseen circumstances, Yamaha Motor Australia has the right to substitute vehicle or alternative transportation and/or accommodation other than those advertised at any time

Information provided will be correct to the best of the operator’s knowledge, and the operator is not liable for inaccuracies herein, or weather conditions that may influence the limits of your session and the enjoyment of your session.

### **Insurance**

Yamaha Motor Australia and/or its agents are not responsible or liable for loss or damage or theft of luggage or personal belongings whatsoever or for personal injury, accidents, hospitalisation, illness or medical expenses. We strongly recommend all intending participants consult their insurance agent or employer and take out adequate insurance to cover any event and give full protection.

### **Liability**

Yamaha Motor Australia and/or its employees accepts no responsibilities, nor is liable for any act of omission whatsoever (whether inside or outside their control or by neglect or otherwise) for any booking, contract, travel, accommodation or sessions which may result in any loss, damage, accident, detention, diversion or theft in regard to luggage or personal belongings, and will be exempt from liability in respect of direct or indirect or consequential loss or damage, death, injury, sickness, irregularity, delay liability and additional expenses, or inconvenience or any other event beyond its control including accident or failure to machinery or equipment, accommodations, transportation or other services, or any acts of God, dangers incident to the sea, fire, acts of government or other authorities, delays, strikes or cancellation of changes in itinerary or schedules whatsoever, howsoever by whosoever caused.

## Assessment Appeals

It may occur that a student disagrees with an assessment decision, and wishes to appeal the decision. This may occur in an assessment under the Recognition of Prior Learning (RPL) procedure, or in the process of a regular course assessment.

As all courses are competency based, all students are entitled to continue to study and to be assessed again until they and the Instructor are satisfied that the standards of the competency have been met and properly documented. However, if this is not satisfactory, the student may at their discretion decide to appeal an assessment decision. In order to consider all appeals fairly, we ask that any students who appeal a decision to follow the procedure outlined here. The procedure is described in this section is also mapped in a flowchart format.

If a student wishes to appeal an assessment decision, they must lodge their appeal within 14 days of the assessment, or 14 days from receiving notice of the results of their assessment – whichever is later. To be documented and include as much detail as is relevant on an Assessment Appeals Form (F019) (form is available on our website - [www.yamaha-motor.com.au](http://www.yamaha-motor.com.au)).

All appeals should be lodged directly with the RTO Manager. The student must lodge a written appeal, containing the following details:

- Unit or units of competency
- Assessment time and place
- Reason why they are appealing
- Further information or evidence to support their appeal

The appeal then follows the procedure outlined below, and mapped on the following flowchart. The student may choose to follow the internal appeals process, or follow the external appeals process. The student may also choose to follow any other process under NSW and / or Commonwealth law. For external appeals and any legalistic appeal, the costs are to be borne by whichever party loses the appeal.

### Appeals Conducted Internally

The RTO Manager will determine the nature of the appeal. If the appeal is only about the process of the assessment, the appeal may be referred to another Instructor who has as a minimum the Certificate IV in Assessment and Workplace Training. The student has an opportunity to present their appeal, and be interviewed by the Instructor (the student may decline to make a presentation, and the review will be based on the material submitted). The Industry Instructor will review the appeal and the portfolio from the student, and make a judgement about the appeal.

If the RTO Manager determines the appeal is about the content and process, the appeal will be referred to another instructor who operates in the same industry. If there is no Instructor available within Yamaha Motor Australia, then the RTO Manager will call on an outside assessor drawn from another registered training organisation or one of the Sydney Workplace Assessor Networks. The student has an opportunity to present their appeal, and be interviewed by the Instructor (the student may decline to make a presentation, and the review will be based on the material submitted). The Industry Training Specialist will review the appeal and the portfolio from the student, and make a judgment about the appeal.

At their discretion, the Instructor reviewing the appeal may call for additional evidence, or ask to re-assess the student.

The process outlined above is to be completed within 14 days of receiving the appeal from the student. If a longer period of time is required, the student will be informed in writing, and notified of the new date for the completion of the appeal.

The results are then reported in a written format to the student, with details of the outcome, including reasons for the decision. If the student is satisfied with the outcome, this concludes the appeal process. If the student is not satisfied or wishes to carry the appeal further, they may then access the external process as outlined below.

### ***Appeals Conducted Externally***

Yamaha Motor Australia will provide the student with a list of Registered Training Organisations from the National Register who have scope for the relevant course and the same delivery and assessment mode in NSW. The student may also suggest an RTO. An RTO will be selected which is agreeable to both parties and contacted and asked to review the appeal. If they agree, a nominated person from this RTO will then conduct the appeal.

All information about the appeal will be submitted to the RTO, with a copy of this appeal process. The student and Yamaha Motor Australia have an opportunity to present their appeal, and be interviewed by the RTO (the student and/or Yamaha Motor Australia may decline to make a presentation, and the review will be based on the material submitted). The RTO will then have absolute discretion in handling the appeal, and may call on either party for additional evidence or may at their discretion re-assess the student.

The external RTO will be asked to keep to the 14 day time frame for the completion of the appeal process. If this is not possible, the external RTO will provide notice in writing to both parties and nominate another completion date.

The outcome of the appeal shall be communicated in writing from the external RTO to Yamaha Motor Australia and the student with details of the outcome, including reasons for the decision, and their decision shall be binding on both parties and no further appeal or review shall be entered into.

### ***Other Legal Avenues***

In addition to the external RTO review outlined above, the student may decide to follow any other legal appeal or challenge that might be conducted under NSW or Commonwealth Law. If the student chooses a legalistic appeal, the student automatically waves the Internal and External Appeals process outlined above, and the results of the legal appeal and the orders made therein shall be binding on both parties.

### ***Appeals Costs***

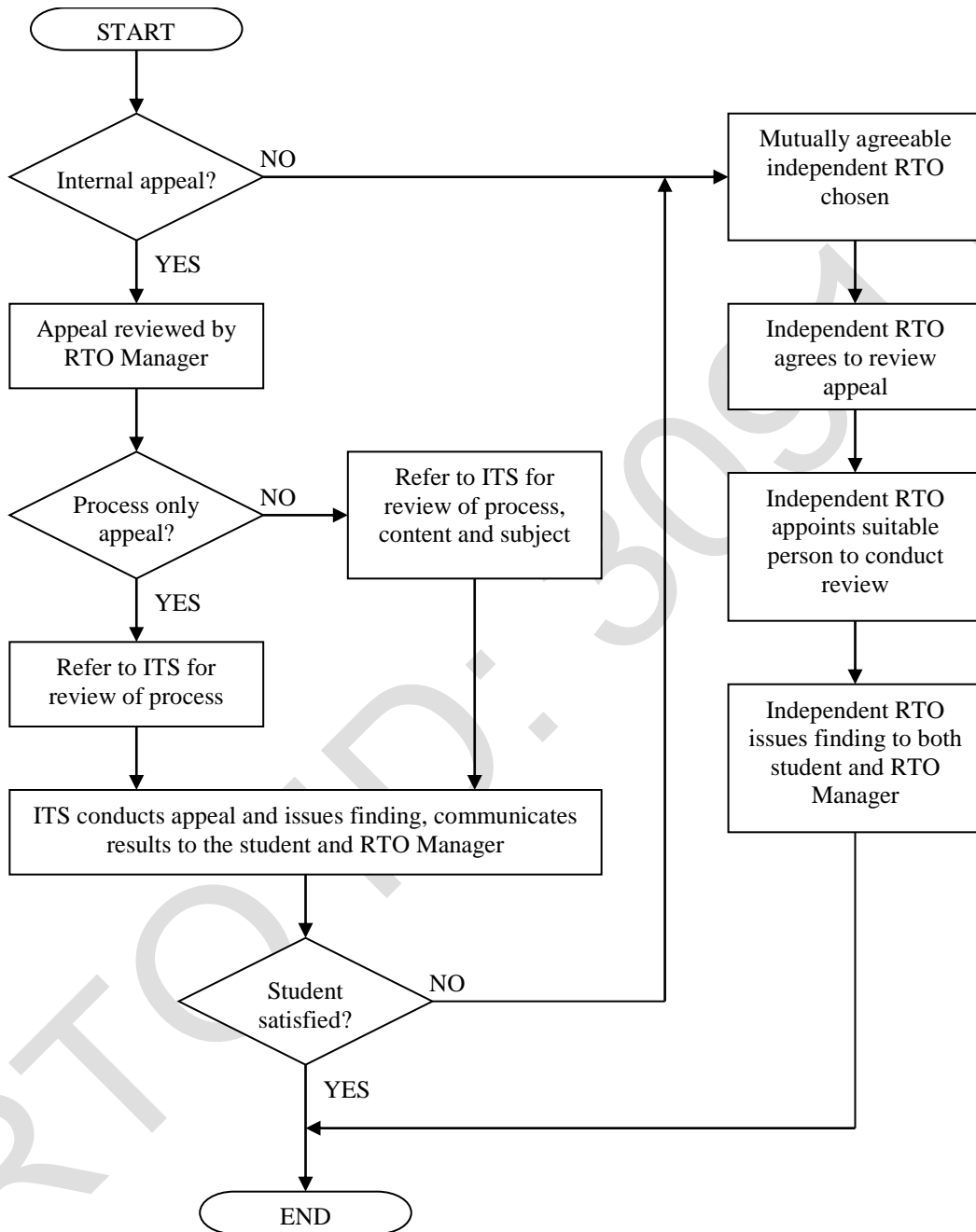
Where the student chooses to pursue an external or legal avenue for the appeal, the loser of the appeal shall pay any costs related to the appeal incurred by both parties. Where the appeal follows the internal process, each party shall bear the costs associated with the appeal.

### ***Information Retained***

Information on the appeal and the results shall be held and used in the review of assessment procedures for the course in question.

**Flowchart of Assessment Appeals Procedure**

When a student lodges an appeal, the student is informed of the following procedure. The student may choose to have the appeal heard under either the internal or external process.



## ***Complaints and Appeals***

Yamaha Motor Australia considers all complaints and appeals as an opportunity to improve the service that we offer to all students and clients. In this procedure, we consider complaints and appeals to be similar in nature, and have used the term complaint throughout the procedure to describe any issue a student might have with our service delivery or lack thereof.

Student complaints may be raised with an Instructor, or with any other staff member. In each instance, the staff member who first hears the complaint has responsibility to see that the issue is addressed and followed through. This may include ensuring that the complaint is passed onto the appropriate person and resolved.

Where possible, the staff member should personally address the issue and conclude a course of action that is satisfactory to the student. For the purpose of the Yamaha Motor Australia quality system, these complaints are considered to be part and parcel of the on-going adjustment of our service to meet the needs of our clients. Hence, these complaints are referred to as minor, and no documentation is required and no further escalation in the process is required.

All other complaints are required to be documented and resolved in the following procedure.

The complaint will be clearly documented in writing, either by the student or the staff member receiving the complaint and will be documented on a Complaints Form ([OF025](#)). (Form is available on our website - [www.yamaha-motor.com.au](http://www.yamaha-motor.com.au)). This will include as much detail as is relevant. If the staff member records the complaint, the student will be required to review and acknowledge the written report as an accurate report of their complaint. At this time, the complaint procedure (as outlined herein) will be discussed with the student, and their options and choices clearly communicated. At this time, the student can choose to have their complaint heard through the internal process, or the external process.

### ***The Internal Complaint Process***

The complaint will be referred to the RTO Manager for review and resolution and will be acknowledged in writing within 7 working days. Further communication with the student or other information gathering will be undertaken as required. Regardless of the nature of the complaint, the student will have the opportunity to present their complaint to the RTO Manager, who will then work to resolve the complaint based on the following framework.

#### ***A system issue***

If the complaint is in relation to a system or process, the RTO Manager will first determine if the system is at fault or needs remedy. If the complaint involves a legislative or other requirement that cannot be changed, the complaint may be dismissed. After considering the system and the complaint, the RTO Manager will communicate the results and outcome to the student.

#### ***A person***

If the complaint involves a person, the RTO Manager will investigate and gather further information as required. The RTO Manager will ensure the principles of natural justice and procedural fairness is adopted at every stage of the complaint and if required the appeal process. In the interests of transparency, the matter will be discussed with all parties involved.

They may also invoke other procedures; such as suspending the staff under the staff disciplinary procedure while the complaint is being investigated. The RTO Manager will then consider a remedy most appropriate to the nature of the complaint. This may involve mediation by either Yamaha Motor Australia or outside parties, alternative staffing arrangements, or any other remedy that might be appropriate.

### ***Resolved***

Following the outline above, the RTO Manager will work to resolve the complaint with the student to their satisfaction within the budget and legislative constraints under which we operate. The student will be informed in writing of the resolution of the complaint, including details of the decision and/or actions to be taken, and nominating a time-frame for the implementation of system improvement, delivery or re-delivery of a service, or other specific remedy that has been concluded.

If the student is satisfied with this resolution, this ends the complaint process.

If the student is not satisfied, they may choose to escalate the complaint and have it considered under the external process.

### ***Time frame***

RTO Manager will complete the process described above within 14 days of receiving the complaint from the student. Where more than 60 days are required to process and finalise the complaint, the RTO Manager will inform the complainant in writing why more than 60 days are required and will provide regular progress updates in writing.

## ***The External Complaint Process***

The student may choose to have their complaint resolved through the external process either at the beginning, or at any time throughout the complaint resolution process.

The preferred method of external resolution is to have the matter heard by the Consumer, Trader and Tenancy Tribunal. More information on the Tribunal can be accessed on their web site, which is [www.cttt.nsw.gov.au](http://www.cttt.nsw.gov.au)

The student may also choose to follow any other process under NSW or Commonwealth law that they may wish to pursue.

### ***Costs***

Where the student chooses to resolve their complaint through the external process, any costs related to the complaint incurred by both parties shall be paid by the loser, or shall follow any other determination or orders related to costs that might be made by the Tribunal or any other court. Where the appeal follows the internal process, each party shall bear the costs associated with the complaint.

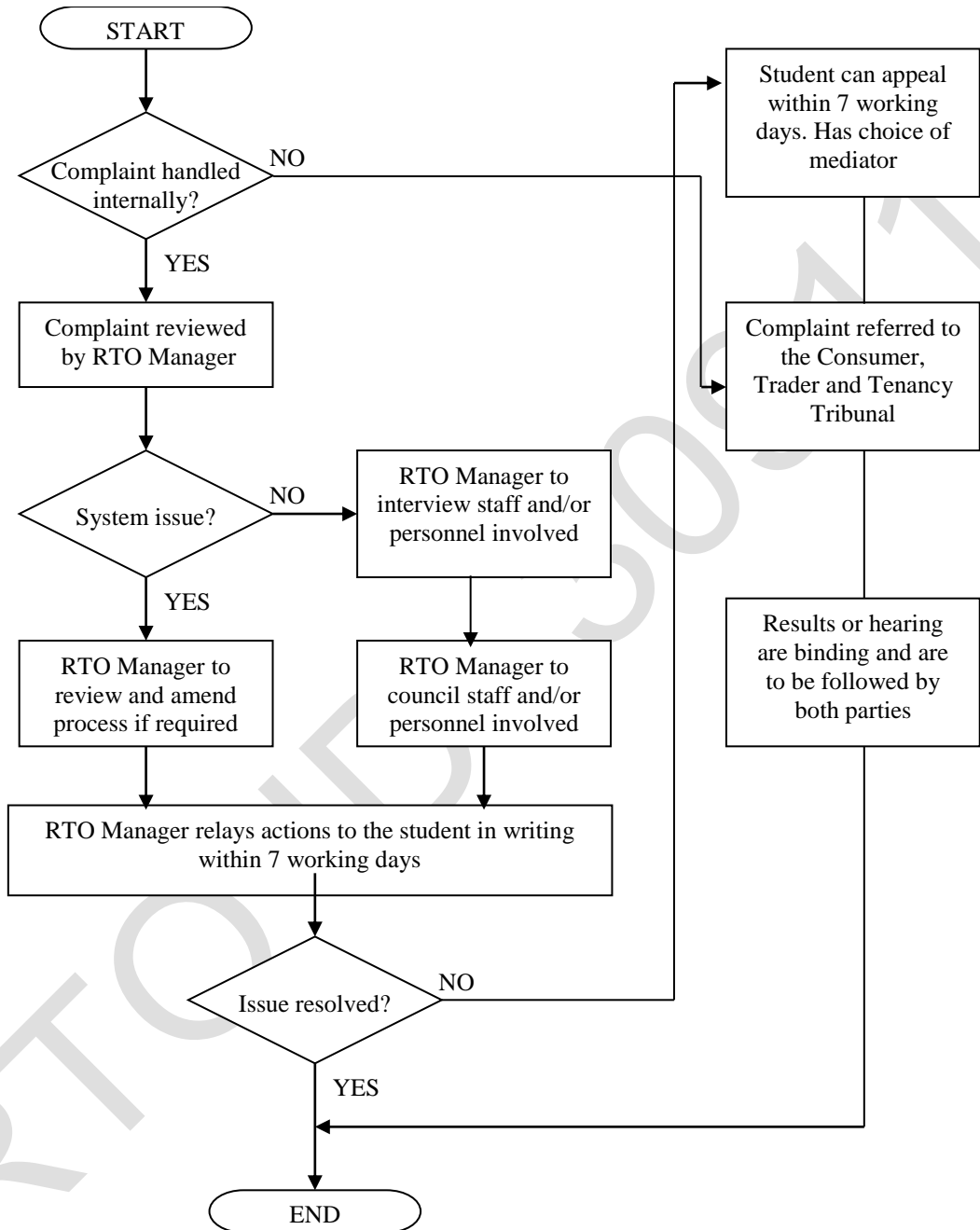
### ***Information retained***

The original complaint, the response, and all follow-up and notes related to the specific complaint are to be recorded on the Complaints and Appeals Register and filed in the Complaints and Appeals File. This is kept confidential, and is regularly reviewed as part of Yamaha Motor Australia's regular quality improvement practices. In addition to the regular review of complaints, annually the procedure for handling complaints is also reviewed to ensure that appropriate procedures are in place to handle any and all issues that may arise.



**Flowchart of the complaint resolution procedure**

When a student lodges a complaint, the student is informed of the following procedure. The student may choose to have the complaint handled under either the internal or external process.



## ***Disciplinary Procedures***

All students are asked to operate within the general guidelines of the policies and procedures of Yamaha Motor Australia as outlined here in this handbook.

Yamaha Motor Australia expects all students to conduct themselves with honesty and integrity in all their dealings with staff and other students. This is especially important in the verification that a student's work is genuinely his or her own. This environment of mutual respect and understanding is important to foster the learning process, and it is all of our responsibility to maintain.

Failure to uphold the policies and rules as described in this Handbook is considered to be misconduct, and will result in disciplinary action. Any action taken will be commensurate with the degree of the misconduct and will follow the guidelines outlined in this section. All notices and notes of verbal discussions relating to misconduct and counselling sessions will be placed on the individual's student file.

### ***Verbal Notice***

Where appropriate, Yamaha Motor Australia may undertake to verbally caution the student in regards to their actions (or lack thereof) that constitute misconduct. This caution will:

- Be conducted in a private and formal counselling session
- Clearly identify the unacceptable behaviour and the relating policy or procedure discussed
- Give the student the opportunity to fully respond to the points raised
- Produce written notes summarising the counselling session at the time of the session, and both parties will sign-off on this as being a true and accurate record of events

Yamaha Motor Australia reserves the right to conduct such verbal notices at any time as part of the disciplinary procedure – i.e. before or after any other written notices are given.

### ***First and Only Written Notice***

In response to any misconduct, Yamaha Motor Australia may at their discretion decide to caution a student with a written notice. This will:

- Clearly state the misconduct, and the relating policy or procedure
- Proscribe remedial action required, if any
- Be provided to the student as soon as possible after the misconduct takes place

The student has the right to request a private counselling session to discuss the issue(s) with Yamaha Motor Australia, following receipt of the written notice.

### ***Termination of the Student's Enrolment***

Further misconduct will result in a written notice terminating the student's enrolment with Yamaha Motor Australia, as of the date of the notice. The student will not be allowed to undertake further training or study with Yamaha Motor Australia, and the student will not be eligible for a refund of any course fees paid.

### ***Instant Termination of Enrolment***

Some transgressions are so severe as to require an immediate response and Yamaha Motor Australia reserves the right to terminate a student's enrolment immediately in response to severe misconduct. Severe misconduct may include, but is not limited to:

- Assault, upon staff or other students
- Theft of company, client or student property
- Drug possession or use
- Attending class while under the influence of drugs or alcohol
- Actions which adversely affect the safety and security of Yamaha Motor Australia staff and/or students

Individuals who have their enrolment terminated immediately will receive written notice, and will not be eligible for a refund of any course fees paid.

### ***Suspension***

In some cases, the nature of misconduct may not be clear, in its scope, impact or severity. Yamaha Motor Australia reserves the right to suspend a student from studies for any length of time it deems necessary to investigate allegations of misconduct. Where suspension is required:

- The student will be given written notice of being suspended.
- Within the notice, a defined length of time will be nominated. The suspension will be resolved within this period, with the result being some level of disciplinary action, and / or, reinstatement of the student.
- If the misconduct cannot be fully investigated within the period of time nominated in the suspension, the suspension can be extended for one additional amount of time. Notice of such an extension must be given to the student in writing prior to the conclusion of the initial suspension period.
- The student shall not have access to the premises of Yamaha Motor Australia or training ground during the term of their suspension.

## ***Access and Equity***

Yamaha Motor Australia is committed to access and equity principles. In practice, this means Yamaha Motor Australia is committed to providing support to each student within our budgetary constraints, and supplementing our support by accessing other support networks in the community. We achieve our access and equity principles through (but not limited to):

- Providing our services to students from diverse backgrounds.
- Adjusting our learning materials and assessments to meet the individual needs of our students.
- Actively promoting participation from disadvantaged groups in the community.

Yamaha Motor Australia recognises that many course participants may be from non-English speaking backgrounds or have difficulty with the level of language and numeracy skills required in each course. At enrolment, students' individual needs are assessed informally. From this assessment, the Instructor can determine the extent of support that might be required, and what Yamaha Motor Australia can do to meet your needs. Any individuals that are unable to assist are referred to the Training Manager for specialised one-to-one consideration or additional support.

### ***Staff responsibilities for access and equity***

Overall responsibility for Access and Equity resides with the RTO Manager.

As noted above, the staff delivering our service – the Instructor and the Training Manager are responsible for the day-to-day actions and implementation of the policy. Please contact the office if you have any questions or issues regarding our Access & Equity policy and practices.

### ***Anti-Discrimination***

Yamaha Motor Australia is committed to providing a workplace, and a training environment, that is free of discrimination and harassment of all kinds, including that based on gender, race, sexual preference, cultural origin, religion or ethnic background, disability, age or transgender orientation.

We encourage diversity in our training programs, and actively facilitate our groups to ensure that all participants have an equal opportunity to learn and achieve the outcomes of their course. We actively monitor our work, and the work of our colleagues and team members to ensure that our workplace and our training environments remain discrimination free.

If you feel that you have been discriminated in your course, please contact the Training Manager or the Instructor, who will follow it up using the complaint procedure as described under the Complaints and Appeals section of this handbook.

## **Work Health and Safety**

Yamaha Motor Australia is committed to providing a safe and healthy environment for our students. This includes providing training venues with appropriate amenities and equipment for the learning process. Yamaha Motor Australia conducts regular audits of training premises and worksites where students are undertaking flexible workplace learning, to ensure that they meet WHS standards in regards to safety, access and appropriate space for the learning process to take place. In our planning for course delivery in the workplace of our clients, we schedule delivery and assessment of WHS units foremost to ensure a solid grounding in safety is established prior to moving on to the other skill areas.

Each Instructor is empowered to ensure that the venue at which they are conducting the course is a safe and sound venue. Yamaha Motor Australia recognises that hands-on training is often a physical activity, and undertakes to ensure that activities and assessments are facilitated in a safe manner consistent with each student's physical ability. If you have any concerns about the venue or the conduct of your course, please contact your Instructor, Training Manager, or the RTO Manager, as soon as possible.

In delivering Nationally Recognised Training, Yamaha Motor Australia may, under the reciprocal arrangements of Mutual Recognition, conduct training in other states and territories of Australia. We recognise that the Workplace Health and Safety arrangements are different in the different states and territories, and where necessary, we will adjust our learning materials and teaching materials to reflect the differences.

## **Recognition of Prior Learning**

Recognition of Prior Learning (RPL) is an assessment process whereby you may demonstrate your competence against the unit of competency, or a number of units, in your course. Your skill may have been developed through work, other formal study, or informal methods. The assessment allows you to have your skills recognised, no matter how or when they were obtained. The important aspect is that you are able to demonstrate your skills in an appropriate manner to the standard that is required.

There is a fee for RPL and the assessment service is provided as part of the course enrolment.

If you would like to be considered for RPL, a Yamaha Motor Australia staff member will complete an RPL Enrolment Form with you, or you can obtain an RPL Enrolment Form from the office.

This form will allow for a recording the general information about your RPL request.

You will then be referred to the Instructor for an assessment of your skill. Assessment involves questioning, perhaps a written exam, and for most units requires a practical assessment observing your skills.

If you are successful in your RPL assessment, you will receive credit for the unit and are not required to attend training. If you are unsuccessful in the RPL assessment, the Instructor may advise individual study and a second assessment, or further study in the course and assessment as per the regular training plan.

### ***Mutual Recognition / Credit Transfer***

Credit transfer is considered at the same time as RPL, and in the same process.

Under the principles of mutual recognition, Yamaha Motor Australia will recognise all qualifications and Statements of Attainment achieved by a student and issued by another Registered Training Organisation. We will grant the student credit for these qualifications and Statements of Attainment, and provided they match the units and requirements of their course with us, we will offer the student exemption for the related units in their current course. Yamaha Motor Australia may contact the issuing RTO to confirm the authenticity of the qualification. These obligations under the principles of mutual recognition are also described in Our Code of Practice.

The student must provide statements of Attainment and/or qualifications, which clearly document the units of competency that they have achieved. The student will then be exempt from these units, and these will be credited to their current studies with Yamaha Motor Australia where appropriate.

### ***Student Records***

All student records are held according to the Privacy Act, and our Privacy Policy, which is available on request and appears in full on our web site. We protect the privacy of all information held by students, and only staff involved with the training process for the student has access to their file. We are required to report to government departments regarding our training activity, especially in relation to students undertaking a traineeship. This is done in confidence, and the government departments we report to are required to adhere to the same level of confidentiality. Students may review at any time the information held on their student file. Contact the RTO Manager or the Training Manager in the office to arrange access to your file if you are interested.

#### ***Archives***

While you are an active student with Yamaha Motor Australia, your student file is held in the office in a locked filing cabinet. Your instructor and the Training Manager have access to your file as needed to record results from your studies and general activity about the course. After you complete your course, your file is scanned and moved to long term digital storage, where it is kept for a period of 30 years. Thus, you may access your student file up to 30 years after completing your course.

#### ***Accessing Your Student File***

You may retrieve your file and access the material contained within it at any time during your course or at any time up to 30 years after completing your course.

During your course, there is no fee to retrieve your file or photocopy materials from the file.

After this period, while the file is held in the long-term storage for 30 years, there is a fee to retrieve the file. The fee is currently \$55 or the actual costs of retrieving the file, whichever is greater. When you request your file from long-term storage, you will be provided with an estimate of the costs.

#### ***Reprints of Qualifications***

At any time after completing your course, you may request a re-print of your qualification or Statement of Attainment. There is a charge of \$25 per re-print, plus any postage fees that might apply.

For all enquiries relating to your student file and/or re-printing qualifications, refer to our website ([www.yamaha-motor.com.au](http://www.yamaha-motor.com.au)) and download, complete and submit the 'Access to Personal Information Request Form'.

## Our Code of Practice

As a provider of Nationally Recognised Training, Yamaha Motor Australia is committed to providing quality training and assessment services to our clients. This Code of Practice describes how we achieve these outcomes. Our Code of Practice is to work with students and employer / clients to assist them achieve their goals.

### Quality Resources

Yamaha Motor Australia understands that only the best resources give our students and opportunity to achieve the best outcomes. To achieve this, we provide Instructors who are highly trained and undergo regular professional development; learning resources for each student, support materials for supervisors and companies supporting workplace training, and assessment tools that are fair and equitable for all students.

Yamaha Motor Australia abides by the requirements and standards of the Australian Qualifications Framework (AQF) and [Standards for Registered Training Organisations \(RTOs\) 2015](#) in the quality and standard of its training and assessment staff.

All trainers and assessors have as a minimum the following:

- Certificate IV in Training and Assessment (TAE40110\*) or its successor (TAE40116)
  - \* By 1<sup>st</sup> July 2019 also hold the qualifications:
    - TAE40110/A Address adult language, literacy and numeracy skills
    - TAE40110/B Design and develop assessment tools
- Hold the relevant qualification(s) to at least the level at which they will be training and assessing or are able to demonstrate vocational competency to at least the level being trained or assessed
- Have the relevant industry experience in the areas for which they will be training and assessing
- Have current knowledge and skills in vocational training and learning that informs their training and assessment
- Undertake ongoing Professional Development in the above points

We refer to our trainers and assessors as Instructors.

### Assessment Processes

Your Instructor will explain the assessment process for your course at the commencement. There are a number of requirements to be met in providing training that is accredited and Nationally Recognised. If you do not achieve competency in the first assessment, you will be given an opportunity to redo your assessment or make arrangements to sit in on another assessment at a later scheduled time. If you're still not satisfied, call the course Training Manager and discuss the matter with them, and you may consider lodging an appeal following the process described in the Assessment Appeals section of this handbook.

The results of assessments will be made available to you as soon as possible after the completion of the assessment.

### ***Mutual Recognition and Recognised Qualifications***

Yamaha Motor Australia is a Registered Training Organisation, registered with the national body Australian Skills Quality Authority (ASQA). All qualifications are Nationally recognised, in every state and territory of Australia. This means that students will have their qualifications recognised by employers and other training providers in other States and Territories. Similarly, following the same principles of mutual recognition, Yamaha Motor Australia recognises qualifications achieved by a student at any other Registered Training Organisation, and will grant the student credit for these units and exempt the student from corresponding units in their current course of study. Mutual recognition of qualifications and credit transfer is described in the Recognition of Prior Learning section of this handbook.

### ***Courses Free of Discrimination and Harassment***

Yamaha Motor Australia is committed to providing a learning and working environment free of discrimination and harassment. If you have any concerns or issues in this regard, raise them immediately with your Instructor, Training Manager, or the Yamaha Motor Australia Management.

### ***Feedback and Appeals or Complaints***

We welcome all comments about your course, the assessment or the services of Yamaha Motor Australia. At the end of courses, you will be asked to complete a student feedback form. This information is important and allows us to continually adjust our courses and materials to meet the needs of our clients. If you have a complaint or wish to offer feedback, please raise it with a member of staff. They will document the issue with you, and if appropriate, assist you to pursue it by following the Complaints procedure. More information on the process is contained in Complaints and Appeals section in this handbook. All complaints are handled in the strictest confidence.

### ***Access & equity***

Yamaha Motor Australia is committed to providing quality education to all students, regardless of their individual background or personal attributes. Yamaha Motor Australia encourages students from diverse backgrounds to enrol. We identify individual needs at enrolment, and we actively adjust our learning and assessment processes to meet the students' needs. Yamaha Motor Australia will assist students to access special assistance that will support them in achieving their chosen training goals. The Training Manager and Instructors are available to assist with practical assistance during the course, such as reading assessment questions, and other matters that require attention during the course. Courses are regularly held at venues that provide access to those with limited mobility. Please refer to the Access and Equity section of this handbook for more information; or contact the office to discuss your specific needs.

### ***Concessions***

Fees for all courses are negotiable for groups. The more students you can organise to attend together, the better the concessions.



### **Quality Assurance**

Yamaha Motor Australia operates under quality assurance guidelines as a registered training organisation. These are known as the Australian Quality Training Framework Standards for Registered Training Organisations, and they provide a structure for the policies and procedures that we follow in delivering our service. We regularly perform internal audits against these Standards to ensure that we are compliant with the Standards, and that our policies and procedures are being correctly implemented.

For us, quality is providing students and companies with a service that meets their needs, and we constantly seek to improve and adjust our service to grow and meet our clients' current and emerging needs. Student (and employer) feedback is an important part of our quality reviews, and we encourage you to provide feedback at any time about any issue of our service.

### **Privacy**

We may use information collected about you for any of the following purposes:

- Perform administrative tasks
- Informing you about our services or those of other organisations
- To develop products & services that may be of help to you
- Compliance with regulatory bodies and reporting on activity to funding bodies such as the state and territory funding bodies
- Building and maintaining a relationship with you and to assist in the resolution of disputes.

Subject to the provisions of the Privacy Act you may have access to the information we collect about you. Please refer to our Privacy Policy

## ***Glossary***

ASQA	Australian Skills Quality Authority
LLN	Language, Literacy and Numeracy skills
RPL	Recognition of Prior Learning
RTO	Registered Training Organisation
WHS	Work Health Safety

RTO ID: 30911