

# LEARNER PRE-ENROLMENT INFORMATION



# LEARNER PRE-ENROLMENT INFORMATION

## ABOUT US

Hi, we are Chris & Debbie Brown. We founded Club Sail in 1994 to help people like you explore the outdoors, feel the wind on your face and enjoy the spirit of sailing. We are passionate about sharing the adventure of sailing the ocean with you and helping you gain the skills you need to sail on it safely.



At first we were a "local" Australian recreational training facility. We assembled a fleet of yachts for instruction and charter and enjoyed considerable success teaching Australian Yachting Federation courses. In 2000 we decided to expand our training activities to include professional training for people who wanted to work commercially on yachts - especially superyachts.

So, after ushering in the new millennium, we became the first Australian Partner of International Yacht Training Inc. (IYT), the world's leading provider of yacht training services - both recreational and professional. IYT provides a standardised approach to Yacht Training globally and has 87 partnership schools in 25 countries. As a result, 25 countries now accept IYT's commercial and recreational Yachtmaster Certificates of Competency. These countries include 16 Red Ensign countries, Ireland, New Zealand, Marshall Islands, Western Australia, Luxembourg, Bahamas, and Lebanon. No other Yacht Training certification in the world has such global acceptance.

One of the main reasons for this acceptance is the high quality of the training courses and the professional requirements for teaching them. Maritime officials recognise this competence and graduates of IYT can be assured their qualifications will be happily accepted everywhere.

Club Sail has continued to expand over the years, but we maintain our passion for introducing sailing to people who are just starting out. We have been based at the Newport Anchorage Marina since we opened but we now also have a training annex in Warriewood.

We look forward to sharing our love of the sea - and our many years of experience - with you.

## OUR GUARANTEE

We guarantee you will be provided with:

1. Industry recognised and developed training;
2. Practical scenarios to ensure your training is providing you with the skills required to gain employment; and
3. Support Services to ensure your training can be completed.

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We will not guarantee:

1. You will successfully complete the training, as the onus is on you to undertake all training and complete all assessment tasks; and
2. You will be employed at the conclusion of your training, as we are not an employer.

## COURSE INFORMATION

Enrolling in one of our courses is the next step to increase your skills and knowledge for the Maritime Industry.

We offer Full Time and Part Time Nationally Recognised Training in:

Training Package Qualifications

1. MAR10313 - Certificate I in Maritime Operations (General Purpose Hand Near Coastal),
2. MAR20313 - Certificate II in Maritime Operations (Coxswain Grade 1 Near Coastal),
3. MAR20413 - Certificate II in Maritime Operations (Marine Engine Driver Grade 3 Near Coastal)
4. MAR30913 - Certificate III in Maritime Operations (Master up to 24 metres Near Coastal).

Units of competency

HLTAID003 - Provide first aid.

MARSS00008 - Shipboard Safety Skill Set.

International Yacht Training Qualifications

1. STCW 95+10
2. STCW 10 Maritime Security Awareness Update
3. STCW95 Refresher Training
4. STCW Proficiency in Medical Care
5. Superyacht Stewardess/Steward
6. Superyacht Chief Stewardess
7. Superyacht Chef Training Course
8. Superyacht Deckhand
9. Small Power Boat Driving Course
10. VHF Radio Operators License
11. Fastrack to MOY Coastal 200ton
12. Master of Yachts Coastal 200ton
13. Master of Yachts 200ton Limited
14. Master of Yachts 200ton Unlimited
15. International Certificate of Competency

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## ENTRY REQUIREMENTS

### Entry Requirements

There is no formal academic prerequisites.

Industry advises it is preferred learners have a good level of English, Maths and some experience with hand and power tools.

Our Fee for Service training is open and responsive to all people irrespective of age, gender, cultural or ethnic background, disability, sexuality, unemployment, imprisonment or remote location.

## ENROLMENT REQUIREMENTS

When considering enrolling in any training, it is important that you understand your status within each of the available enrolment types.

If you are enrolling as a Fee For Service learner you must be either:

- An Australian or New Zealand citizen,
- Have permanent residency status,
- Hold a humanitarian Visa, and
- Undertake an initial skills assessment.

If you are wishing to be considered for an entitlement to funded training (Where Applicable) under the relevant State or Territory Funding Agreement you must be either:

- An Australian or New Zealand citizen,
- Have permanent residency status, or
- Hold a humanitarian Visa, and
- Undertake an initial skills assessment.

You must check with the relevant State or Territory Dept. of Training to ensure you are eligible prior to enrolling in any training and we are able to assist you with this.

**NOTE:** Successful completion of your course and the awarding of a certificate does not mean you will be granted a licence by the registering body (in NSW this is Roads and Maritime Services) as you are required to complete the sea time prior to undertaking the oral exam as administered by RMS.

In this regard, it is highly recommended you gain the majority of your sea time prior to commencing any Nationally Recognised Training.

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**APPLICATION TO ENROL:** To apply to enrol in one of Club Sail Superyacht Crew Academy's nationally or internationally recognised maritime courses please fill in the enrolment form online on our website. Please note as per our payment policy, an enrolment booking will be held no longer than 7 days without a deposit.

Upon receiving your deposit for the enrolled course, confirmation, pre-course assessment, study material and learning resources will be sent to you. If you are concerned about your depth of knowledge in regards to the course you have enrolled into, please call us to discuss your individual training plan options.

For government funded enrolments and inquiries (smart and skilled) please call the office to speak with a staff member regarding your eligibility and the enrolment process.

## VENUE

Our training venues are at:

Newport Anchorage Marina, Suite 10, 79 – 81 Beaconsfield Street, Newport, NSW, 2106: and  
Level 3 of the Q2 wing of the Quattro Building on 4 Daydream Street, Warriewood, NSW, 2102

Both venues are centrally located to public transport and have on street parking. Location maps are provided upon enrolment.

## ACCESSIBLE AREAS AND ACCESS TO TRAINERS

- Trainers are accessible at all times during classroom sessions;
- Director and Administration personnel are only accessible during scheduled classroom breaks or before/after class;
- Trainers are not accessible during lunchbreaks;
- No access is granted to non-classroom area's excluding toilets;
- No access is granted to telephones, photocopiers, fax machines and any other non-training related equipment;
- Learners have access to trainers on an individual and confidential level if there are any concerns in understanding; and the training information, or any other concerns relating to their attendance at workshops

## ASSESSMENT STANDARDS

*All assessments conducted by us will be:*

- **Valid** - Assessment methods will be valid, that is, they will assess what they claim to assess;
- **Reliable** - Assessment procedures must be reliable, that is, they must result in consistent interpretation of evidence from the learner and from context to context;
- **Fair** - Assessment procedures will be fair, so as not disadvantage any learners;
- **Equitable**, culturally and linguistically appropriate;
- **Involve** procedures in which criteria for judging performance are made clear to all Learners;
- Employ a participatory approach;

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- **Provide** for Learners to undertake assessments at appropriate times and where required in appropriate locations; and
- **Flexible** - Assessment procedures will be flexible, that is, they should involve a variety of methods that depend on the circumstances surrounding the assessment.

We will achieve this through:

- Careful design of the assessments;
- Validation and moderation of the assessment materials conducted in our annual review; and
- An understanding of the definition and practical application of the above definitions.

## ASSESSMENT METHODS

Our assessments and assessment methods will ensure that we focus on the application of the skill and knowledge as required in the workplace, including:

- Task skills (actually doing the job);
- Task management skills (managing the job);
- Contingency management skills (what happens if something goes wrong); and
- Job Role environments skills (managing your job and its interaction with others around you).

We will ensure that we assess you in sufficient detail to ensure that we can determine that you have attained competency.

Employees are available to discuss and provide limited professional advice as to the outcomes of the assessment process and guidance on future options.

All assessment tasks must consider any language and literacy issues, cultural issues or any other individual needs related to the assessment. Re-assessment is available on appeal; see further details in the appeal process section.

## ATTENDANCE

You are expected to be punctual when attending training courses, late arrival or non-attendance will affect your progress in achieving the compulsory standards, 100% course attendance is required to achieve competency. Homework, where required, is deemed to be part of the course.

Learners, who due to circumstances beyond their control cannot complete all units, may attend future courses to complete their competencies, additional fees may apply.

## ABSENCE

If absent from a day on the course, you are to provide a written reason via email to the directors. You will be marked 'A' for absent in the box on the course attendance record for the day you were absent. If you are enrolled in a funded program you must provide a medical certificate to prove your absence.

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## ***FAILURE TO ATTEND***

- Failure to attend without reason may be reported where appropriate and may jeopardise successful completion of the course; and
- Failure to attend on numerous occasions may mean an incomplete being recorded and no refund of monies paid.

## ***LATENESS TO CLASS***

- Lateness to class on any day is not acceptable;
- When you are delayed from arriving on time, you must notify the trainer by text or phone to inform of delay; and
- We expect that all Learners will be in the room on time after breaks throughout the day.

## **BEHAVIOUR AND DRESS**

You will behave in a manner which reflects the professional status of the industry that you are training for and shall respect the rights of others with regards to Equal Opportunities, Harassment, Bullying and Discrimination. Unacceptable behaviour includes:

- Inappropriate clothing includes: thongs, ripped or torn clothing, no unnecessary exposed flesh, no offensive prints or words;
- Inappropriate language means: no swearing or abusive language;
- Mobile phones: no mobile phone use during class times or recording of content;
- Eating: no eating in the classroom;
- Playing games on mobile devices during class times;
- Lateness returning to class from breaks is unacceptable;
- Disrespectful behaviour to all other Learners, trainers and other individuals; and
- Jumping, standing on or putting shoes on furniture is not permitted.

## **SMOKING, DRUGS AND ALCOHOL**

Smoking: Is prohibited in all buildings and covered area's and Learners are expected to use ashtrays.

Drugs and Alcohol: Learners are expected to comply with the Workplace Health and Safety Legislation and shall be drug and alcohol free during the course.

## **CHANGE TO COURSE:**

Should you wish to change your course, the request must be made in writing via email to the Director.

Any approved changes to downgrade a course after commencement of the course, a \$150.00 administration fee will apply.

No charge will apply should the Learner wish to upgrade to a higher course.

Note: The enrolment fee/deposit is not refundable. Refer to the terms and conditions of booking on the website.

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## COMPANY PROPERTY

Superyacht Crew Academy is equipped with the tools and resources for you to gain the skills necessary to work in your chosen industry and just like being at work you are required to treat our tools and resources with care and respect, observing all instructions in the correct and appropriate manner.

Unless instructed and authorised to do so, you shall not touch or operate property of Superyacht Crew Academy, as this may lead to injury to yourself or others if used incorrectly.

## COMPLAINTS AND APPEALS PROCESS

In keeping with the National VET Regulator Act 2011, Standards 2015, we have a complaints and appeals process to assist you when the need arises.

In making your decision to enrol with us, you need to be aware that:

- A. A complaint relates to any matter not related to your training outcomes, and
- B. An appeal only relates to your training outcomes

You may complain or appeal:

1. Informally – a brief discussion with your trainer, where the trainers explanation is sufficient to resolve the matter,
2. Formally – in writing, where an investigation is required to resolve the matter, and
3. Regulatory – to the registering body ASQA.

Our full complaints and appeals procedure is available for inspection at our training venue.

## COURSE EXTENSION

We are not obligated to extend the period of your enrolment if you have not completed your course on time. An enrolment can be extended with a payment of an additional fee. Please talk to Director if you expect that you will require longer than the allocated course period.

## EARLY WITHDRAWAL

Learners who leave the course prior to completion will receive a statement of attainment for all units completed. Re-entry for the course completion can be arranged in future courses or taken up with other training providers (refer to Refund).

## EMERGENCY PROCEDURES

You will be given a briefing on the emergency procedures in the event of an emergency and you are expected to comply with instructions given by company members.

## EMPLOYMENT OPPORTUNITIES

Upon successful completion of your training may be able to gain employment in a variety of areas. Some of the exciting career opportunities include:

1. Master,



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2. Marine Engine Driver,
3. Coxswain, or
4. General Purpose Hand.

## FEEDBACK AND COMMUNICATION

Superyacht Crew Academy embraces an ongoing policy of open communication and encourages feedback and dialogue with all learners to assist with meeting learner needs and concerns as well as for ongoing improvement of our services.

We would appreciate feedback in regard to your opinions, satisfaction, or other views about our operations, policies, procedures, and training delivery and assessment.

Feedback can be supplied directly to your trainer, other Superyacht Crew Academy employees, or as written suggestions, which may include the use of SMART feedback questionnaires.

## FEE PAYMENT

### PAYMENT

Bookings will be held for a maximum of 7 days without securing. The booking will not be confirmed until a completed reservation form has been received together with a deposit for each course. Balance of payment is to be made 15 days prior to commencement of the course.

All fees will be clearly noted on Club Sail Superyacht Crew Academy brochures and associated websites.

Fees can be paid in the following methods:

- Bank deposit;
- Bank cheque;
- Electronic bank transfer;
- EFTPOS;
- Credit card; or
- Cash.

## CANCELLATION

CANCELLATION OR RESCHEDULING a booking inside 30 days must be made in writing by the person who completed the booking and be sent to the Company at their address and is deemed to take effect on receipt.

Cancellations or rescheduling made between 30 and 15 days will incur a loss of deposit. Balance of payment is to be no later than 15 days prior to commencement of the course.

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There will be no REFUNDS given for cancellations made inside 15 days. If a student leaves the yacht and /or abandons a course or milebuilder trip before the scheduled termination date and time for whatever reason NO REFUNDS will be given.

When the deposit to secure a place in a course has been made and if the student then cancels or reschedules outside 30 days, an administration/service fee of \$150 will BE CHARGED.

Any course material that has been issued to the student, MUST be returned to the Company before the remainder of the deposit is refunded.

## **TRANSFER**

Club Sail Superyacht Crew Academy reserves the right at its discretion to transfer the course or charter from one yacht to another and this action will in no way waive the terms and conditions stated herein. In the event of Club Sail Superyacht Crew Academy having to cancel a course or charter, without offering any acceptable alternative, then the client shall be entitled to a full refund of monies paid and no further liability shall be incurred by Club Sail Superyacht Crew Academy.

## **FEE PROTECTION**

In the circumstance of us being unable to provide services for which the learner has prepaid, the learner will:

- Be placed into an equivalent course such that the new location is suitable to the learner; and
- The learner receives the full services for which they have prepaid at no additional cost to the learner; or
- Be paid a refund of any prepaid fees for services yet to be delivered above the threshold prepaid fee amount.

This is assured through our membership of an approved Tuition Assurance Scheme.

## **NO REFUND**

There is no refund of fees for Non-subsidised or Fee for Service courses or for any poor and/or non - attendance, poor behaviour or other circumstance preventing completion of the course.

**Note:** Under the National VET Regulator Act 2011, Standards 2015, we are entitled to withhold issuing you with a qualification or statement of attainment until such times as all fees have been paid in full, and we shall exercise our rights under this section.

## **GOVERNMENT and INDUSTRY FUNDING ENTITLEMENTS**

We are the holder of a number of State, Commonwealth and Industry sponsored funding initiatives.

Each initiative is unique and requires specific criteria to be met for an individual to receive training under the initiative.

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Prior to enrolling in any nationally recognized training with us you should speak with a member of the administration team or your state training authority to check your eligibility and the specific conditions and the implications of undertaking training through a funding initiative.

VET FEE-Help is not available as a payment option for any course on scope of registration with us.

## **GOVERNMENT SUBSIDISED TRAINING PROGRAMS (SMART & SKILLED)**

### **STUDENT INFORMATION – PRE ENROLMENT**

#### **Contents**

Smart and Skilled Notification of Enrolment .....	
Smart and Skilled Fee and Refund Policy .....	
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Reasonable Adjustment .....	
Student Support .....	
Deferral or Withdrawal from training .....	
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### **SMART AND SKILLED NOTIFICATION OF ENROLMENT**

#### **Policy**

Club Sail Pty Ltd trading as Superyacht Crew Academy understands that, as a Provider contracted under Smart and Skilled, they are contractually obliged to follow the Notification of Enrolment procedure as specified in the Smart and Skilled Operating Guidelines (Section 6).

#### **Procedure**

Club Sail Pty Ltd trading as Superyacht Crew Academy will follow the following procedures when enrolling students in Smart and Skilled training courses:

1. **Check eligibility:** We will check your eligibility for the program. A general guide of eligibility is included in the table below. All students must meet Criteria 1. However, further conditions apply for unemployed, disabled or Aboriginal people. If you are not sure of your eligibility please discuss it with us. You will be asked to provide proof of eligibility and will be informed of what type of evidence is acceptable. Your Provider will take you through a ***Proof of Eligibility Checklist*** on enrolment. You will be required to provide some documents and sign statements.

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For a student to be eligible for a Smart and Skilled funded place they must meet the following eligibility requirements:	
Type of training	Eligibility criteria
For all Smart and Skilled Courses	<ul style="list-style-type: none"> <li>Australian citizen, permanent resident, humanitarian visa holder, or New Zealand citizen, and</li> <li>aged 15 years or older, and</li> <li>left school, and</li> <li>live or work in New South Wales (or a defined NSW border)</li> <li>Any student registered as a NSW Apprentice or New Entrant Trainee</li> </ul>
For Courses up to and including Cert III	<ul style="list-style-type: none"> <li>Can have any level of Qualification</li> </ul>
Other training. part qualifications, prevocational training and full qualifications from Certificate IV to Advanced Diploma,	<ul style="list-style-type: none"> <li>Can have any level of Qualification</li> </ul>
All	<ul style="list-style-type: none"> <li>Enrolling student must reside the postcodes designated in the Funding Contract</li> </ul>

2. **Declarations:** You will be required to complete and sign the Course Enrolment Form.
  
3. **Pre-enrolment information:** Prior to enrolment you will be provided with the following information:
  - Recognition of Prior Learning and Credit Transfer information
  - Consumer protection information
  - Subcontractor information if relevant
  - What a student should do if they wish to defer or discontinue training
  - How students can access support during training
  - Contact details for any support services provided
  - The fees chargeable
  
4. **Notification to Department:** On completion of this process a copy of the Notification of Enrolment Report will be generated and kept on your file. A Student Commitment ID will also be issued. If you have any questions with regard to the Notification of Enrolment Process please do not hesitate to contact us.

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## **SMART AND SKILLED FEE AND REFUND POLICY**

Club Sail Pty Ltd trading as Superyacht Crew Academy is aware of its contractual responsibilities under Smart and Skilled with regard to the Fee and Refund administration requirements. To ensure compliance with the requirements we have put the following procedures in place:

- All information regarding fees to be paid by student will be supplied individually on enrolment on completion of the Notification of Enrolment Process. These will be as calculated using the Provider Calculator.
- Students will be notified of any schedule of payments on enrolment.
- Students will be notified of any additional equipment costs prior to enrolment.
- Upon booking students are entitled to a 10 day cooling off period before paying their course fees
- Any fee schedule will ensure that all fees are paid in full prior to completion of training and assessment.
- Fees paid in advance will be protected by Club Sail's Bank Guarantee from Westpac.
- All fees collected will be retained by Club Sail Pty Ltd trading as Superyacht Crew Academy.
- Students will be entitled to 2 attempts to complete a unit of competency without additional cost. Any further attempts will incur a charge which will be at the discretion of the Provider.
- Fees will be adjusted to reflect any RPL or CT and if necessary refunds will be made.
- If a student does not complete a qualification at a certain level but has completed all the requirements of a qualification at a lower level with lower level fees Club Sail Superyacht Crew Academy will refund the difference as per the advertised cost.

### **Withdrawal of students**

- **Withdrawal without Penalty:** students will be notified prior to enrolment that they can withdraw from the course 30 days prior to commencement and receive a full refund of fees paid to date.

### **Withdrawal after the Cut-Off Date with Penalty**

- When students withdraw from a course within 30 days prior to course commencement the following fees will apply:
- Cancellations or Rescheduling made between 30 and 15 days will incur a loss of deposit. Balance of payment is to be no later than 15 days prior to commencement of the course.
- There will be no REFUNDS given for cancellations or rescheduling made inside 15 days. If a student leaves the yacht and /or abandons a course or milebuilder trip before the scheduled termination date and time for whatever reason NO REFUNDS will be given.

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## Extenuating Circumstances

- If for any reason Club Sail Pty Ltd trading as Superyacht Crew Academy is unable to complete the training the following Refund Policy will apply:
- In the event of the Company having to cancel a course or sailing trip, without offering any acceptable alternative then the student/passenger shall be entitled to a full refund of monies paid and no further liability shall be incurred by the Company.
- If a student does not complete a qualification at a certain level but has completed all the requirements of a qualification at a lower level with lower level fees Club Sail Superyacht Crew Academy will refund the difference as per the advertised cost.

### ***Closure of the RTO & Cancellation of smart and skilled contract***

- In the event of closure of the RTO, cancellation of smart and skilled contract or discontinuation of funding Club Sail Pty Ltd trading as Superyacht Crew Academy will endeavour to transfer students to another provider and comply with Smart and Skilled fee administration policy version 1.2.

### ***Discontinuation of funding***

- Club Sail Pty Ltd will not allocate funding to smart and skilled students over and above the financial cap as set out in the smart and skilled contract.

## **RPL AND CREDIT TRANSFER**

As per normal pre-enrolment information regarding RPL and Credit transfer – please refer to the information in the Recognition of Prior Learning Handbook on the website.

## **SMART AND SKILLED CUSTOMER PROTECTION POLICY**

Club Sail Pty Ltd trading as Superyacht Crew Academy has a Customer Protection Policy in place as contractually required under Smart and Skilled. See complaints, grievance and appeals section of the Student Handbook.

Procedure:

- Every attempt will be made to resolve any student complaints using the Club Sail Pty Ltd trading as Superyacht Crew Academy Complaints, Grievance & Appeals Policy.
- Any complaint or grievance will be actioned as part of our commitment to Continuous Improvement. On notification of a complaint or grievance procedures will be followed as per the Complaints, Grievance & Appeals Policy.
- The CEO will be the designated Customer Protection Officer. Their role will be to handle all complaints and grievances and to ensure Consumer Protection contractual compliance with the Smart and Skilled Guidelines.

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- Contact details are as follows: [info@clubsail.com.au](mailto:info@clubsail.com.au) or (02) 9979 9669.
- If students feel matters are unresolved to their satisfaction and wish to inform a third party, they should contact the NSW Department of Education and Communities Consumer Protection Unit for Students. They can do so at: <https://smartandskilled.nsw.gov.au/for-students/consumer-protection-for-students>

## **REASONABLE ADJUSTMENT**

Any disadvantaged students will be interviewed at enrolment to ensure any required adjustments are included in their training and assessment plan. This can include oral assessment and/or practical assessment.

## **STUDENT SUPPORT**

Student support information provided by Club Sail Pty Ltd trading as Superyacht Crew Academy can be found as stated above under Student Welfare and Student Support Services. Contact details and how to access the support services are included.

## **DEFERRAL OR WITHDRAWAL FROM TRAINING**

### **Deferrals**

If for any reason you wish to defer your involvement in training and assessment, please discuss this with your trainer as a first step. Your trainer may refer you to another appropriate staff member to discuss any support requirements or to the Customer Protection Officer if you have a complaint or grievance. In all instances we will endeavour to implement processes that will support you to continue with your training.

If you do decide to defer you can only do so for a maximum of 12 months, after this time you will not be entitled to continue with your course.

### **Withdrawals**

If you decide to withdraw from a course, we ask that you discuss the reasons for doing so with your trainer and assessor or staff member. They may refer you to another appropriate staff member to discuss any support requirements or to the Customers Protection Officer if you have a complaint or grievance. If you still decide to withdraw then the following applies:

- You should give formal notice, preferably in writing, of the date and reasons for your withdrawal
- You will be refunded any outstanding fees in line with the Fee and Refund Policy
- You will be issued any Statement of Attainment for units assessed as competent within 21 days of notice of discontinuation
- Your Training Plan will be updated and you will be given a copy

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- You will be given the results of any assessments

## INITIAL SKILLS ASSESSMENT

Under the National VET Regulator Act 2011, Standards 2015, we are required to undertake an initial skills assessment to assist with the identification of potential language, literacy or numeracy and non-vocational barriers to completing the training.

We will conduct an initial skills assessment with you at the time of enrolment or two weeks prior to commencing the training.

## INTELLECTUAL PROPERTY POLICY

Thank you for enrolling in nationally recognised training with Club Sail t/a Superyacht Crew Academy. Before participating, please read the terms set out below. Feel free to ask any questions you have about these terms and we will do our best to answer them.

- 1. Club Sail t/a Superyacht Crew Academy's Intellectual Property Rights (Club Sail t/a Superyacht Crew Academy IP)**
  - 1.1. Throughout the Program, you may be exposed to Club Sail t/a Superyacht Crew Academy IP, which includes:
    - (a) Written and other material protected by Australian and international copyright laws (including brochures, handouts, program outlines, photographs, music records, cinematograph films and the like), owned by or used under license by Club Sail t/a Superyacht Crew Academy (Copyright Material);
    - (b) Information identified as 'Confidential', information relating to Club Sail t/a Superyacht Crew Academy's programs, business affairs and activities which Club Sail t/a Superyacht Crew Academy wishes to keep confidential, including any trade secrets, know-how, financial, technological and other commercially valuable information, as updated and improved on from time to time (but not including information which is or becomes legally available to the public) (Confidential Information); and
    - (c) Club Sail t/a Superyacht Crew Academy's trademarks, signs and devices.
  - 1.2. As a learner, you may use Club Sail t/a Superyacht Crew Academy IP for your personal study and application, provided that:
    - (a) You do not copy, reproduce, display, broadcast or communicate any Copyright Material to any other person without first obtaining the necessary consents;
    - (b) You keep Confidential Information private and confidential and do not copy, reproduce or store any Confidential Information, or assist anyone to do such things; and
    - (c) You do not use any Club Sail t/a Superyacht Crew Academy IP to imply an association with Club Sail t/a Superyacht Crew Academy which is false or misleading.



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- 1.3. On Club Sail t/a Superyacht Crew Academy's request, you agree to immediately return any document or thing containing Club Sail t/a Superyacht Crew Academy IP.

## **2. Your Acknowledgements**

- 2.1. By signing these terms, you acknowledge that:

- (a) The confidential information is confidential and of value to club sail t/a superyacht crew academy, who owns any and all intellectual property rights in it;
- (b) Your unauthorized disclosure of confidential information may result in serious damage to club sail t/a superyacht crew academy for which it may claim injunctive or other relief;
- (c) You have no rights to club sail t/a superyacht crew academy ip beyond those granted by these terms;
- (d) You conducted your own enquiries into the nationally recognised training and are satisfied that it is suitable for you;
- (e) You obtained independent legal, financial and medical advice with respect to your participation where you considered it necessary; and
- (f) You accept these terms freely and without reliance on any representations which club sail t/a superyacht crew academy may have made about the nationally recognised training; and

## **3. Disclaimers and indemnity**

- 3.1. You understand and agree that:

- (a) Club Sail t/a Superyacht Crew Academy its directors, officers, employees and staff will not be held responsible (whether in contract, tort including negligence, pursuant to statute or otherwise) to you for any loss or liability incurred by you, or any indirect or consequential loss or damage of any kind arising out of or in relation to your participation in the nationally recognised training beyond that which is mandated by the Trade Practices Act 1974 (Cth.) and its State and Territory equivalents and the National VET Regulator Act, 2011 and the Australian Quality Framework (AQF), in which case, Club Sail t/a Superyacht Crew Academy's liability and the liability of its directors, officers, employees and staff is limited to the extent permitted under those laws; and
- (b) You will not hold Club Sail t/a Superyacht Crew Academy, its directors, officers, employees or staff responsible for any physiological, psychological or emotional stress or injury which you may experience as a result of your participation in the nationally recognised training.

- 3.2. You also indemnify Club Sail t/a Superyacht Crew Academy, its directors, officers, employees and staff from and against any loss, claim or damages (including, without limitation, any legal costs) suffered or incurred by Club Sail t/a Superyacht Crew Academy as a result of:

- (b) Your use of the Club Sail t/a Superyacht Crew Academy IP; or
- (c) Any act or default committed by you in respect of any of these terms

# LEARNER PRE-ENROLMENT INFORMATION

## 4. General

- 4.1. These terms constitute a complete and binding agreement between Club Sail t/a Superyacht Crew Academy and yourself with respect to your participation in the nationally recognised training, and no other term, condition, warranty or right is or will be implied by law or otherwise (unless mandated by the Trade Practices Act 1974 (Cth) and its State and Territory equivalents and the National VET Regulator Act, 2011 and the Australian Quality Framework (AQF)).
- 4.2. These terms will be governed by and construed according to the laws of the State of New South Wales, Australia, and you irrevocably submit to the non-exclusive jurisdiction of that State and any courts of appeal from them. If you feel you need it, we recommend you seek legal and other advice before agreeing to these terms of Club Sail t/a Superyacht Crew Academy's.

Otherwise, by signing the course enrolment form, you acknowledge reading and understanding your rights and obligations contained in these terms.

## LEARNING DIFFICULTIES

If you have any learning difficulties, we encourage you to identify them either directly or in confidence to your Trainer or Director, prior to course commencement.

## LEGISLATION

We are subject to a variety of legislation related to training and assessment as well as general business practice.

This legislation governs our obligations as a Registered Training Organisation, our obligations to you as our clients, and relates to the industry that we are conducting training for.

This legislation is continually being updated and all employees are made aware of any changes.

The legislation that particularly effects your participation in our Vocational Education and Training programs includes:

- Equal Opportunity Act 1984
- Fair Trading Act 1987
- National VET Regulator Act 2011
- Standards of the National VET Regulator Act 2015
- Workplace Health and Safety Act 2012
- Workers Compensation and Rehabilitation Act 1986
- AMSA Standards for Domestic and Commercial Vessels.

## LEARNER SUPPORT SERVICES

As we offer training courses to all members of the community, we have established a number of vocational barrier supports which include special assistance with:

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1. Assessment tasks,
2. Language, Literacy and Numeracy, and
3. Acceptance of translation devices in the training room for English as a Second Language (ESL) learners

We have established a number of non-vocational barriers to training support including:

- Accommodation assistance;
- Centrelink;
- Counselling;
- Food/Material assistance;
- Legal Aid;
- Personal Support;
- Australian Tax Office;
- Ethnic Communities Council;
- Women's Legal Resource; and
- Interpreting Services.

## LEARNER RESPONSIBILITIES

When you elect to participate in training with us, you have a responsibility to:

- Adhere to Superyacht Crew Academy policies and procedures,
- Treat others with respect, fairness and courtesy,
- Not plagiarise, collude or cheat in any assessment activity,
- Attend class and arrive on time,
- Notify your trainer if you will be absent or late,
- Participate in the course,
- Submit assessments on time and in the required manner, and
- Provide written notice of any changes to your enrolment status

## ON THE JOB TRAINING

We will wherever possible endeavor to assist in placements for work experience components prior to commencement or during the course, so that on the job training can begin at completion of classroom study.

## OUR RIGHTS AND RESPONSIBILITIES

We will maintain and deliver high quality training courses, complying with the VET Quality Framework (VQF) accreditation requirements as a Registered Training Organisation

We will maintain Workplace, Health and Safety, Equal Opportunities, Harassment, Bullying and Discrimination Policies and relevant legislation.

## RECOGNITION OF PRIOR LEARNING (RPL)/ CURRENT COMPETENCIES (RCC)

You may be eligible to gain status for previous industry experience, studies in other courses or from other training providers. If you fit in this category enquire about RPL/RCC or credit transfers which could significantly shorten your study requirements. Refer to the RPL Handbook on the website.

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## UNIQUE STUDENT IDENTIFIER (USI)

### USI REGISTRATION INSTRUCTIONS

All students undertaking nationally recognised training delivered by a registered training organisation (RTO) in Australia will need to have a Unique Student Identifier (USI) as of 2015.

A USI account will contain all of your nationally recognised training records and results from 1 January 2015 onwards. Results from 2015 will be available in your USI account in 2016.

When applying for a job or enrolling in further study, you will often need to provide your training records and results. One of the main benefits of the USI is that you will have easy access to your training records and results throughout your life.

A USI gives you access to your online USI account which is made up of ten numbers and letters which can be accessed from a computer, tablet or smart phone anywhere, anytime!

**\*\*\*YOU MUST CREATE YOUR USI BEFORE YOU START YOUR COURSE\*\*\***

### Steps to create a USI

**Step 1:** Have at least one form of ID ready from the list below:

- Driver's Licence
- Medicare Card
- Australian Passport
- Visa (with Non-Australian Passport) for international students
- Birth Certificate (Australian)
- Certificate Of Registration By Descent
- Citizenship Certificate
- Immigration Card

### IMPORTANT:

When you create a USI your personal details must match EXACTLY with those on your ID. If you have no proof of ID from the list above please contact us for further information.

**Step 2:** Have contact details ready (e.g. email address, mobile number, address)

**Step 3:** Visit the USI website at: [www.usi.gov.au](http://www.usi.gov.au)

**Step 4:** Select the 'Create your USI' link & agree to the Terms & Conditions

**Step 5:** Follow the instructions to create a USI – it should only take a few minutes. Upon completion, the USI will be displayed on the screen. It will also be sent to your preferred method of contact.

**Step 6:** Log into your USI account and go to 'Manage Permissions'. Add Superyacht Crew Academy as your organisation. Select 'View Details & Update Details, 5 years expiry' then Save.

**Step 7: Now you MUST inform us of your USI number BEFORE your course –**

**FORWARD YOUR USI CONFIRMATION EMAIL OR NUMBER TO: [info@clubsail.com.au](mailto:info@clubsail.com.au)**

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and record it on your course enrolment form.

Further information can be found at: [www.usi.gov.au](http://www.usi.gov.au)

(This information is also given to you upon enrolment, along with course confirmation and information)

## **Alternatively Superyacht Crew Academy can create a USI on your behalf**

- To enable a USI to be created on your behalf you will need to give your permission and you will be required to sign a [Privacy Notice](#) to this effect.

### **Protection of student's privacy**

Your Unique Student Identifier (USI) contains personal information, contact details and your training records and results. The USI system has been designed to keep this information safe and secure and is only accessed by the organisations and employers you to choose to have access to your records.

### **Your privacy**

The personal information that you provide to the Student Identifiers Registrar is collected, used, and may be disclosed, in accordance with the provisions of the Student Identifiers Act 2014 and the Privacy Act 1988. The Student Identifiers Registrar's Privacy Policy provides information about the protection of your information, including how you can access and seek correction of your personal information held by the Student Identifiers Registrar and how to make a complaint about a breach of your privacy and how such complaints are handled.

### **WHS**

You will be expected to comply with our Workplace Health and Safety Policies as presented during the course introduction session.

### **WORKING WITH CHILDREN**

We will comply with all Federal and State working with Children legislation.

A list of all relevant legislation is available from the Federal Police Website.  
<http://www.aifs.gov.au/nch/policechecks.html>