



# COLLECTIVE TRAINING GROUP

***Regulatory compliance & Governance Practice Policy  
2018***

## **INTRODUCTION**

The Collective Training Group (CTG) has developed the *Complaints & Appeals Policy 2018* to ensure compliance with The Standards for Registered Training Organisations (RTOs) 2015, specifically:

### **STANDARD 2**

**The operations of the RTO are quality assured.**

#### *Clause 2.1*

*The RTO ensures it complies with these Standards at all times, including where services are being delivered on its behalf. This applies to all operations of an RTO within its scope of registration.*

#### *Clause 2.3*

*The RTO ensures that where services are provided on its behalf by a third party the provision of those services is the subject of a written agreement.*

#### *Clause 2.4*

*The RTO has sufficient strategies and resources to systematically monitor any services delivered on its behalf and uses these to ensure that the services delivered comply with these Standards at all times.*

### **STANDARD 7**

**The RTO has effective governance and administration arrangements in place.**

#### *Clause 7.1*

*The RTO ensures that its executive officers or high managerial agent: a) are vested with sufficient authority to ensure the RTO complies with the RTO Standards at all times; and b) meet each of the relevant criteria specified in the Fit and Proper Person Requirements in Schedule 3.*

#### *Clause 7.2*

*The RTO satisfies the Financial Viability Risk Assessment Requirements.*

### *Clause 7.3*

*Where the RTO requires, either directly or through a third party, a prospective or current learner to prepay fees in excess of a total of \$1500 (being the threshold prepaid fee amount), the RTO must meet the requirements set out in the Requirements for Fee Protection in Schedule 6.*

### *Clause 7.4*

*The RTO holds public liability insurance that covers the scope of its operations throughout its registration period.*

### *Clause 7.5*

*The RTO provides accurate and current information as required by the Data Provision Requirements as updated from time to time.*

## **STANDARD 8**

**The RTO cooperates with the VET Regulator and is legally compliant at all times.**

*Clause 8.1 – The RTO cooperates with the VET Regulator:*

- a) by providing accurate and truthful responses to information requests from the VET Regulator relevant to the RTO's registration;*
- b) in the conduct of audits and the monitoring of its operations;*
- c) by providing quality/performance indicator data;*
- d) by providing information about substantial changes to its operations or any event that would significantly affect the RTO's ability to comply with these standards within 90 calendar days of the change occurring;*
- e) by providing information about significant changes to its ownership within 90 calendar days of the change occurring; and*
- f) in the retention, archiving, retrieval, and transfer of records.*

#### *Clause 8.2*

*The RTO ensures that any third party delivering services on its behalf is required under written agreement to cooperate with the VET Regulator:*

- a) by providing accurate and factual responses to information requests from the VET Regulator relevant to the delivery of services; and*
- b) in the conduct of audits and the monitoring of its operations.*

#### *Clause 8.3*

*The RTO notifies the Regulator:*

- a) of any written agreement entered into under Clause 2.3 for the delivery of services on its behalf within 30 calendar days of that agreement being entered into or prior to the obligations under the agreement taking effect, whichever occurs first; and*
- b) within 30 calendar days of the agreement coming to an end.*

#### *Clause 8.4*

*The RTO provides an annual declaration on compliance with these Standards to the VET Regulator and in particular whether it:*

- a) currently meets the requirements of the Standards across all its scope of registration and has met the requirements of the Standards for all AQF certification documentation it has issued in the previous 12 months; and*
- b) has training and assessment strategies and practices in place that ensure that all current and prospective learners will be trained and assessed in accordance with the requirements of the Standards.*

*Clause 8.5*

*The RTO complies with Commonwealth, State and Territory legislation and regulatory requirements relevant to its operations.*

*Clause 8.6*

*The RTO ensures its staff and clients are informed of any changes to legislative and regulatory requirements that affect the services delivered.*

## **COMPLIANCE WITH ALL STANDARDS**

The Collective Training Group (CTG) has developed the following policies to ensure compliance with the Standard for Registered Training Organisations 2015:

- Business Plan 2018 – 2020
- Complaints & Appeals Policy 2018
- Competency, Qualifications, Experience & Skills Framework 2018
- Fee Payment & Refund Policy 2018
- Industry Engagement Policy 2018
- Informed & Protected Learners Policy 2018
- Learner Declaration Statement 2018
- Learner Information Book 2018
- Individual Learner Progress Records 2018
- Language, Literacy & Numeracy Policy / Assessment 2018
- Accurate & Accessible Information (marketing) Policy 2018
- Secure Certification Policy 2018
- Training & Assessment Strategies 2018
- Regulatory Compliance & Governance Policy 2018

## **SERVICES OFFERED BY THIRD PARTY OPERATORS**

The CTG does not have auspice agreements or professional arrangements with third party operators who provide services to enrolled Learners of CTG.

## **AUTHORITY TO COMPLY WITH THE STANDARDS**

The Secretary of the WA Prison Officers' Union (WAPOU) will be the person responsible for having the authority, or delegating the authority to a member of staff, to ensure compliance with The Standards.

## **FIT AND PROPER PERSON**

The Secretary of WAPOU has been declared as a Fit and Proper Person. This declaration was made and accepted upon initial application to become an RTO.

## **FINANCIAL VIABILITY RISK ASSESSMENT REQUIREMENTS**

Financial viability documents, audited and approved by AMW Auditors, were submitted upon initial application to become an RTO.

## **FEES IN EXCESS OF \$1,500**

CTG will never require Learners to pre-pay fees in excess of \$1,500.

## INSURANCE

CTG is covered by the following insurance policies for the scope of operations:

INSURANCE	PROVIDER	DESCRIPTION
Business Pack Insurance	QBE	Building / Contents
Public & Products Liability Insurance	QBE	Public Liability
Commercial Motors Insurance	ALLIANZ	Company vehicles
Corporate Travel Insurance	ALLIANZ	Staff / WAPOU travellers
Landlord Insurance	CGU	Investment / Holiday Houses
Voluntary Workers Insurance	CHUBB	Volunteer workers
Professional Indemnity Insurance	AAI Limited	WAPOU Employees
Workers Compensation Insurance	Zurich	WAPOU Employees



## DATA PROVISION REQUIREMENTS

CTG complies with the following reporting requirements as per the Training Accreditation Council:

REPORT / SYSTEM	DETAILS	FREQUENCY	REPORT PERIOD	DUE DATE
Total VET Activity (AVETMISS & USI)	USI and statistical information captured for national reporting	Annually	Previous calendar year January – December	28 February
Client Qualification Register (CQR)	Qualifications and Statements issued to students along with their personal details	Biannually (minimum)	January – June July – December	31 July 31 January
Learner and Employer Survey Data	Survey responses from students and employers	Annually	Previous calendar year January – December	30 June

## COOPERATION WITH VET REGULATOR

The CTG will cooperate with the VET Regulator:

- By providing accurate and truthful responses to information requests from the VET Regulator relevant to the RTO's registration
- in the conduct of audits and the monitoring of its operations
- by providing quality/performance indicator data
- by providing information about substantial changes to its operations or any event that would significantly affect the RTO's ability to comply with these standards within 90 calendar days of the change occurring;
- by providing information about significant changes to its ownership within 90 calendar days of the change occurring; and
- in the retention, archiving, retrieval, and transfer of records.

CTG will notify the VET Regulator:

- *of any written agreement entered into under Clause 2.3 for the delivery of services on its behalf within 30 calendar days of that agreement being entered into or prior to the obligations under the agreement taking effect, whichever occurs first; and*
- *within 30 calendar days of the agreement coming to an end*

CTG will provide an annual declaration on compliance with these Standards to the VET Regulator and in particular whether it:

- currently meets the requirements of the Standards across all its scope of registration and has met the requirements of the Standards for all AQF certification documentation it has issued in the previous 12 months; and
- has training and assessment strategies and practices in place that ensure that all current and prospective learners will be trained and assessed in accordance with the requirements of the Standards.

CTG will comply with:

- Commonwealth, State and Territory legislation and regulatory requirements relevant to its operations.

CTG ensures:

- Staff and clients are informed of any changes to legislative and regulatory requirements that affect the services delivered.