# IAP TERMS AND CONDITIONS



#### THE INSTITUTE OF APPLIED PSYCHOLOGY (IAP)

Course Terms and Conditions - January 2020

Please read these terms and conditions carefully. Your attendance shall be deemed to be your understanding of, and agreement to each of the terms and conditions set forth below.

#### COURSE ATTENDANCE

#### Confirmation of Place

Your place within the courses will not be confirmed until IAP has received a fully completed Student Enrolment Form and the required deposit and/or course payment.

If paying the course in full: once full course amount is received, you will be granted access to online resources (video and audio files) and you will be considered to have started the course and no refund will be issued.

If paying by payment plan: a fully completed Student Enrolment Form and a fully completed payment plan is required, along with a minimum deposit of 30%. Once the deposit is fully paid, you will be granted access to online resources (video and audio files). Once you have received your online resources you will no longer be eligible for a refund and will be required to pay any remaining amounts outstanding. Please note that students who are on a payment plan and whose payments are not made at the agreed time(s) or are dishonoured, may be blocked from entry into the Student Portal until payment is received.

#### **Course Cancellations**

You may cancel your enrolment if you have not received your online resources and: At least four (4) weeks prior to the first day of the course with a \$100 administration charge the required deposit of 30% will not be reimbursed.

Less than four (4) weeks and more than two (2) weeks prior to the first day of the course, you will be charged fifty percent (50%) of the current price of the course.

Less than two (2) weeks prior to the first day of the course, you will not be entitled to any refund

The deposit of 30% is non-refundable.

### Transfer / Split Courses

Provided we are advised at time of booking, IAP does not charge a fee for participants attending more than one scheduled course to complete all required modules.

It is the participant's responsibility to ensure courses are completed within any statutory timeframes.

You may transfer your full course to another party provided you have not commenced the course. You are required to give us 14 days written notice. No transfer will be allowed if you have started the course.

### Completion

If the participant does not satisfatorily complete the requirements for the award, and or fails to attend more than one quarter of the course's total days without prior arrangement, no refund will be given. Certification is determined at the discretion of the faculty and includes personal suitability to practice.

Attendance of the course and completion of assignments does NOT guarantee certification.

### Termination

IAP may terminate participation in the course for misconduct or unpaid course fees at any time, at its sole discretion. In the event of misconduct, IAP will not provide a refund of course fees or deposit.

Misconduct is defined as any unacceptable behaviour such as bullying harassment, inappropriate chatter, cheating, plagiarism, violence, discrimination or any other behaviour that negatively affected the group.

IAP reserves the right to cancel or postpone courses due to unforeseen circumstances (including, but not limited to, low enrolments). We will make every effort to ensure that participants of cancelled courses are placed in the next available course or, if this is impractical, will be given a full refund.

### Deferra

You can defer your attendance at the course. However, once you decide to defer

your course, you will not be eligible for a refund for change of mind after the deferral date.

#### Non-Attendance

If the class has started and you fail to attend the course on which you are enrolled without prior notice to us, you will be charged for the full price of the course and you will not be eligible to transfer to another course.

#### **COURSE CONTENT & QUALITY**

Copyright in all materials is owned by IAP, unless otherwise agreed.

IAP has no liability for any errors or omissions in the materials, whether provided by IAP or by third parties.

While all care is taken in providing training and development services, IAP does not accept any liability for the use made by a client or its employees or agents of any training products.

You agree not to copy our copyrighted materials without our prior written consent, beyond allowable limits under the copyright act.

We warrant that we will employ trainers with the appropriate skills, as we determine, to teach our courses.

If you are not satisfied that a course you attend meets its published objectives, please notify us within one month of attending the course.

You are solely responsible for results achieved in using any materials or skills learnt in any of our courses.

#### OCCUPATIONAL HEALTH & SAFETY

IAP aims to ensure the health, safety and welfare of all its participants and others who enter its work premises and course venues. Similarly, participants must also be aware of their duty to take responsible care of the health and safety of others, and respect the rights of other participants and trainers.

Participants are required to comply with the rules of conduct on the training premises and follow any reasonable instructions of the trainer. Failure to do so may result in the attendee's termination from a course.

Due to the personal nature of the course, you are required to let the company know if you have ever been diagnosed with a mental health condition (previous or current), at the point of enrolment.

## GENERAL

Our obligations hereunder are conditional on your performance of your responsibilities under these terms and conditions.

We are not liable for any third-party claims against you for losses or damages as a result of the courses.

You agree not to use our trademarks, trade names, or other designations in any promotion or publication without our prior written consent. Any attempt to do so may result in damages.

You agree not to assign, or otherwise transfer your rights under this Agreement without our prior written consent. Any unauthorised attempt to do so is void.

Neither IAP nor you the attendee is responsible for failure to fulfil any obligations due to causes beyond either party's control.

Neither IAP nor you the attendee will bring any legal action (under this Agreement) more than 12 months after the cause of action arose.

Any terms of this Agreement, which by their nature extend beyond its termination, remain in full effect until fulfilled and apply to respective successors and assignees.

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Participant's Signature	///

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