

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

## **Course Terms and Conditions - May 2021**

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

### **COURSE ATTENDANCE**

At least 80% of practical sessions must be attended to constitute a pass in attendance.

### **CONFIRMATION OF PLACE**

Your place within the courses will not be confirmed until IAP has received a fully completed Student Enrolment Form (electronic) and the first payment of your payment plan and/or course payment. Any deposits taken do not constitute the student starting the course.

If paying the course in full: once the 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 refunds will be issued.

If paying by payment plan: a fully completed Student Enrolment Form (electronic) is required, along with the minimum amount for the first payment agreed to with IAP. Once the first payment 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.

Awards will not be issued until all fees are paid.

### **MODE OF DELIVERY OF TRAINING**

IAP reserves the right to change, amend or adapt the Mode of Delivery of any of its training. Any change in the Mode of Delivery does not constitute cancellation of the Course.

### **CANCELLATIONS and WITHDRAWALS**

For all accredited and non-accredited courses (Courses), you may cancel your enrolment if you are within 14 days of enrolment and you have not accessed any of the resources, units, readings, eLearning modules, etc. This means that even if you have not accessed any of the resources if you withdraw after 14 days of your enrolment, no refunds are available. You are deemed to have commenced your Course at IAP at the time of enrolment and/or at such time as you are given access to the course and the learning resources. Please note that practical sessions (scheduled or otherwise) are part of the Course but do not constitute the start and end of the Course.

All enrolment cancellations must be requested by submitting a completed Student Withdrawal form and sent to student support via email ([support@iap.edu.au](mailto:support@iap.edu.au))

Enrolment cancellation or withdrawal will attract a \$500 administration fee.

### **DEPOSITS**

Any and all deposits which are paid by a student are non-refundable.

## **SEMINARS, WEBINARS and SPECIAL EVENTS (Events) (these are not Courses)**

At least two (2) weeks prior to the first day of the Event with a \$100 administration charge and any deposit you have made will not be refunded.

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

Any deposits made are 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 timetabled session 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.

## **SWITCHING COURSE COHORTS**

IAP charges \$250 for a full and complete switch to another timetabled course. This switch is essentially entering a new Timetabled instance of the same course and any previous enrolment will be deleted.

Switching timetabled instances of courses will not be approved once the student has completed 50% of the course.

## **COMPLETION**

If the participant does not satisfactorily 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 instance of the Course.

## **DEFERRAL**

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 a change of mind after the deferral date. Deferrals are allowed once and for a period of no more than 12 months.

## **EXTENSIONS**

You can apply for extensions for your course. The cost ranges from \$2.50 to \$5.00 a day. Applications can be made through the Student Portal and will be assessed by the RTO Manager. Extensions beyond 3 months will not be approved.

## **NON-ATTENDANCE**

If the practical training sessions have started and you fail to attend the course into 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 stated and/or agreed to.

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 learned in any of our courses.

IAP reserves the right to change, edit, adapt or otherwise change any course or unit, for improvement and rectification, and to implement any required changes that may come about as a result of internal and external audits and standard validation processes.

## **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 are responsible for failure to fulfill 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.

These Terms and Conditions are subject to change at the discretion of IAP