Terms and Conditions and Student Declarations

The Institute of Applied Psychology (IAP) · RTO 70206

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.

1. COURSE ATTENDANCE

At least 80% of practical sessions must be attended to constitute a pass in attendance (where applicable)

2. ENROLMENT GENERAL REQUIREMENTS

Students must meet the following criteria to be eligible to enrol in this Course:

2.1 The Student must consider and these Terms and Conditions including the Mental Health Declaration.

2.2 The student must declare any and all medical requirements (mental and physical) which may affect their ability to participate in the Course.

2.3 The Student has the required level of English proficiency for the level of study to be undertaken, and,

2.4 The Student must demonstrate a reasonable and working ability to effectively use email, web browsers, student portals, and online communication platforms such as Zoom, and,

2.5 The Student must have access to a stable internet connection, a computer and a printer.

3. CONFIRMATION OF PLACE

3.1 Your place within the courses is not confirmed until IAP has received a fully completed Student Enrolment Form (electronic), fees have been paid in full or a payment plan agreement has been commenced, and we have received your signed and accepted terms and conditions and the onboarding has been completed.

3.2 If paying for the course up-front and in full: once the full course amount is received along with the signed terms and conditions and finalising of any onboarding, you will be granted access to online resources (video and audio files, eLearning modules, resources and student support) and you will be considered to have started the course.

3.3 Arrangements for payments for courses through third party lenders are considered to be up-front in full payments and are treated as such for the purposes of enrolment.

3.4 If paying by payment plan: once you have paid the minimum amount for the first payment agreed to with IAP, and we have received the signed terms and conditions, you will be granted access to online resources (video and audio files, eLearning modules, resources and student support) and you will be considered to have started the course. At this time you become liable for the entire course fee.

4. MODE OF DELIVERY AND RESCHEDULING OF TRAINING

4.1 IAP reserves the right to postpone or reschedule courses due to unforeseen circumstances (including, but not limited to, low enrolments, Pandemics, and any other situation whatsoever outside of IAP's control).

4.2 IAP will make every effort to ensure that participants of postponed courses are placed in the next available instance of the Course.

4.3 Any change in the Mode of Delivery does not constitute a cancellation of the Course.

5. FEES, CANCELLATIONS and WITHDRAWALS

5.1 All fees, or a formal agreement to pay fees through an approved payment plan, must be received prior to the commencement of the course. By enrolling, the student acknowledges and accepts full financial responsibility for the entire course fee, regardless of course completion status. Should a student withdraw, discontinue, or fail to complete the course for any reason, the student remains liable for payment of all fees in full as agreed upon enrolment.

5.2 Non-payment or late payment of fees will result in the student being liable for all outstanding fees plus any additional costs associated with the collection process. These additional costs may include, but are not limited to, administrative charges, legal fees, debt collection agency fees, and any other reasonable expenses incurred in the pursuit of the outstanding amount. The Institute reserves the right to engage third-party collection services to recover unpaid fees and to report payment defaults to relevant credit agencies where applicable.

5.3 For all National Qualifications (these are courses owned by the Commonwealth of Australia and whose course code starts with CHC or BSB), you may cancel your enrolment if you are within 14 days of enrolment.

5.4 For all other accredited and non-accredited courses (these are courses privately owned by IAP), 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.

5.5 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 Courses but do not constitute the start and end of a Course.

5.6 All enrolment withdrawals must be requested by submitting a completed Student Withdrawal Form and sent to student support via email (support@iap.edu.au).

5.7 Any approved refunds of course fees paid via a third party loan provider will have the relevant merchant fee (which was paid by IAP on top of the course fee) deducted from any monies refunded.

5.8 Any approved refunds of course fees paid upfront and in full by the student will incur a $250 administration fee.

5.9 Any approved refunds of course fees paid as part of an IAP Payment Plan will incur a $250 administration fee.

5.10 Any approved refunds of course fees paid as part of any other payment method or service will attract an administration fee IF a refund is issued. This administration fee will vary depending on the payment facility used which will be stated on the receipt.

5.11 Any withdrawal or refund application is subject to the terms and conditions of IAP.

5.12 A refund is not guaranteed outside of the cooling-off period and is subject to the full terms and conditions and the CEO's approval.

5.12A Unit Access Deduction

Where the CEO approves a refund under clause 5.12, the refund amount payable to the student will be calculated as follows:

(a) The total course fee paid by the student will be reduced by the pro-rata cost attributable to each unit of study the student has accessed, regardless of whether the student completed that unit or any assessments within it.

(b) For the purposes of this clause, a student is deemed to have accessed a unit of study where any one or more of the following has occurred:

- the student has viewed, downloaded, or opened any learning materials, eLearning modules, audio or video files, or resources associated with that unit within the student portal or LMS;
- the student has attended or participated in any live or recorded training session (face-to-face, online, or via live broadcast) that forms part of that unit;
- the student has submitted, commenced, or received feedback on any assessment task, assignment, or learning activity associated with that unit.

(c) The per-unit cost will be calculated by dividing the total course fee by the number of units in the enrolled qualification or course, to produce an equal per-unit value. This per-unit value will then be multiplied by the number of units accessed as determined under clause 5.12A(b).

(d) The $250 administration fee under clause 5.8 or 5.9 (as applicable) will be deducted in addition to any unit access deductions under this clause.

(e) IAP maintains records of student access through its learning management system (LMS) and student portal, and these records will be used to determine which units have been accessed for the purposes of this clause. Students may request a copy of their access records by emailing support@iap.edu.au.

(f) For the avoidance of doubt, where a student has accessed all units in their enrolled course, no refund of tuition fees will be payable, and the student remains liable for any outstanding fees in accordance with clause 5.1.

5.13 Any refund will take approximately 6-8 weeks to analyse, confirm and process.

5.14 Awards will not be issued until all fees are paid.

6. DEPOSITS

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

7. SEMINARS, WEBINARS, SPECIAL EVENTS (the Event) (these are not Courses)

7.1 At least two (2) weeks prior to the first day of the Event with a $250 administration charge and any deposit you have made will not be refunded.

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

7.3 Any deposits made are non-refundable.

7.4 If you do not attend an event and do not advise IAP within the above stated timeframes, no refunds will be issued.

8. TRANSFER / SPLIT Courses

8.1 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.

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

8.3 You may transfer your full course to another timetabled iteration 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.

9. SWITCHING COURSE COHORTS

9.1 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.

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

10. COMPLETION

10.1 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.

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

10.3 Certificates or awards will not be issued until all fees are paid.

11. DEFERRAL

11.1 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.

11.2 Deferrals are normally allowed once and for a period of no more than 12 months.

12. EXTENSIONS

12.1 You can apply for extensions for your course. The cost ranges from $2.50 to $5.00 a day. Applications can be made on the Extension Form and will be assessed by Student Administration. Extensions beyond 3 months will not typically be approved.

13. NON-ATTENDANCE

13.1 If the practical training sessions have started and you fail to attend the sessions 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.

14. LIMITATIONS TO OUR COURSES

14.1 IAP does not guarantee or assure or promise that students will know all there is to know about topics covered in the courses at the end of the course.

14.2 Although our courses can fulfil the education and training requirements of national and international professional bodies, IAP itself does not accredit or license any graduates as coaches, hypnotherapists, counsellors or practitioners of any kind whatsoever. Professional accreditation, recognition, or licensing is normally attained through membership in the relevant professional body or bodies as appropriate to the profession.

14.3 Although limited instruction may be offered, IAP Courses are not designed to teach how to build or grow a business or clinic or any therapy practice.

14.4 Although our courses typically satisfy all the training requirements of membership into various associations, IAP courses do not automatically provide you membership into any association (e.g., the AHA, ACA).

14.5 IAP Courses provide training and education and are not to be considered therapy or treatment in anyway whatsoever.

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

15. COURSE CONTENT & QUALITY

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

15.2 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.

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

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

15.5 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 and continuous improvement processes.

16. OBLIGATIONS OF STUDENTS

16.1 Your responsibilities are to:

16.1.1 To act with integrity at all times

16.1.2 Access, read and comply with IAP's policies and procedures as published on the IAP website in the Handbook (https://www.iap.edu.au/) which may change from time to time for regulatory purposes

16.1.3 ensure that you fulfil any eligibility requirements for any course you enrol in (as specified in the Handbook)

16.1.4 provide photo identification to confirm your identity for online assessment purposes (you will do this through your onboarding)

16.1.5 ensure that all information you provide at enrolment is accurate and truthful and does not impact on your ability to complete the course

16.2 Only submit work that is your own, or that has been appropriately referenced and includes acknowledgements of all texts and resource materials utilised in the development of the work.

16.3 All students, throughout their training and involvement with IAP are expected to:

16.3.1 Treat all people with fairness and respect and not do anything that could offend, embarrass, or threaten others.

16.3.2 Not harass, victimise, discriminate against or disrupt others.

16.3.3 Treat all others and their property with respect.

16.3.4 Respect the opinions and backgrounds of others.

16.3.5 Follow all safety policies and procedures as directed by staff.

16.3.6 Report any perceived safety risks as they become known.

16.3.7 Not bring into any premises being used for training purposes, any articles or items that may threaten the safety of self or others.

16.3.8 Notify us (via the student portal) if any of their personal or contact details change.

16.3.9 Notify us if for any reason you are unable to participate in the training

16.4 Notify us immediately if you feel you are not coping mentally, emotionally, psychologically with any parts of the training.

16.5 Notify the RTO Manager immediately of any concerns you may have with staff or students.

16.6 Provide relevant and accurate information to IAP in a timely manner.

16.7 Approach their course with due personal commitment and integrity.

16.8 Read, understand, accept, and work within the IAP Context of Learning Statement.

16.9 Complete all assessment tasks, learning activities and assignments honestly and without plagiarism or infringing on Copyright.

16.10 Make regular contact with their Trainer/Assessor.

16.11 Prepare appropriately for all assessment tasks, visits and training sessions.

16.12 Notify IAP if any difficulties arise as part of their involvement in the program.

16.13 Notify IAP if they are unable to attend a training session for any reason at least 24 hours prior to the commencement of the activity.

16.14 Make payments for their training within agreed timeframes, where relevant.

17. IAP requires you to participate in learning whilst free from the influence of any substance, including drugs and alcohol, which may prevent you from learning activities safely and effectively.

17.1 Being under the influence of any substance jeopardises our commitment to working and learning together, with the potential to impact the institute, staff, students and even our communities.

17.2 IAP reserves the right to expel, suspend or terminate the enrolment of any student found to be in an IAP training under the influence.

17.3 We encourage anyone who may have an alcohol or drug problem to seek assistance.

18. ADDRESSING ISSUES OF CONCERN

18.1 If you have a concern with the facilitators, assessors, any staff, or another student, you should immediately make the RTO Manager aware of your concern in writing via email.

18.2 The RTO Manager will advise on a course of action to deal with your concerns.

19. EFFECTIVE LEARNING AND THE CONTEXT OF LEARNING

19.1 IAP believes that effective learning, especially in the education and training of hypnotherapists, counsellors and coaches, needs to be supported by critical thinking and critical thinking skills.

19.2 As such our courses and assessments are designed and delivered within a critical thinking framework. Critical Thinking in Learning The key parts of critical thinking that students will encounter throughout their courses at IAP are:

- The need to be open-minded, the need to be prepared to challenge assumptions – yours and those of others, and the need to be willing to gather, evaluate and analyse data and evidence.
- In IAP courses, your own experiences and understandings are valued, however they are always open to challenge (in the learning process).

This means that in your course you may be presented with opinions, research, and evidence that may challenge your understanding of the world; these will challenge your assumptions. It is your responsibility to use critical thinking skills when this happens.

When you are presented with something that challenges your belief of yourself, others and the world, this is a learning experience which has been designed to teach you to think critically, and if

necessary, challenge assumptions.

It is important that you enter any course of study at IAP with a willingness to be open-minded, an awareness that the challenging of assumptions will be part of the learning, and that your responsibility for your learning includes the gathering, evaluation and analysis of what is presented and what is researched. If you are not wanting to be challenged, then you should reconsider doing this study.

20. DISCIPLINE AND TERMINATION

20.1 From time to time, there may be incidents of student plagiarism, cheating, collusion and other incidents of misconduct such as lying, and intentional and serious omission of mental health information and other incidents of misconduct which IAP is required to act upon in order to uphold the value of assessment outcomes, the reputation of the nationally recognised training provided, and/or the safety and well-being of students and staff.

20.2 IAP has zero tolerance when it comes to bullying, harassment, violence, discrimination, and vilification, intentional and serious omission of mental health information, and immediate termination of enrolment may be enforced in such instances.

20.3 In any instances of any misconduct, IAP will take disciplinary action as per the IAP Student Discipline Policy, and the IAP Student Discipline Procedure, which may lead to termination of enrolment.

20.4 Misconduct is defined as any unacceptable behaviour such as bullying, harassment, vilification, inappropriate chatter, cheating, plagiarism, collusion, violence (physical or verbal), discrimination, lying, and intentional and serious omission of mental health information, or any other behaviour that negatively affects the group or IAP students and staff.

20.5 IAP may terminate a student's enrolment for any reason at any time, at its sole discretion. In the event of misconduct, IAP will not provide a refund of course fees or deposit.

20.6 IAP may terminate a student's enrolment for unpaid course fees at any time, at its sole discretion.

20.7 IAP will take immediate and necessary disciplinary action in response to instances of misconduct, including immediate termination of enrolment.

21. COPYRIGHT and TRADEMARKS

21.1 Copyright in all materials is owned by IAP unless otherwise stated.

21.2 You agree not to copy or use IAP copyrighted materials and resources without IAP's expressed prior written consent, beyond allowable limits under the Copyright Act.

21.3 You agree not to use, transmit, publish, or make available in any way, including online, offline or through any other communication carriageway, any IAP course materials, IAP trademarks or IAP copyrighted resources unless you have expressed prior written consent from IAP. Any attempt to do so may result in damages.

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

22. OCCUPATIONAL HEALTH & SAFETY

22.1 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.

22.2 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.

23. COMMON TERMS

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

23.2 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.

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

23.4 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.

24. MENTAL HEALTH DECLARATIONS

Due to the personal nature of the course, you are required to disclose to IAP if you have ever been diagnosed with a mental illness or other condition (previous or current), at the point of enrolment which may affect your ability to participate in the course. In the event that you have disclosed a medical condition (mental or physical) that may affect your ability to safely complete the course, we may direct you to provide adequate medical clearance from a medical practitioner of our choosing. Based on medical advice, we reserve the right to reject your enrolment application.

As part of my enrolment, I further declare the following:

- If I experience any physical, emotional or psychological pain or discomfort during the sessions, I will immediately inform the Trainers and cease performing any of the session exercises.
- I further understand that training should not be construed as a substitute for medical and psychological examination, diagnosis, or treatment and in no way constitutes or be construed as such.
- I understand that the Trainers and IAP are not qualified to perform, diagnose, prescribe, or treat any physical or mental illness, and that nothing said in the course of the sessions should be construed as such.
- Because hypnosis should not be performed under certain medical or psychological conditions, I affirm that I have stated all my known medical, psychological or psychiatric conditions, and answered all questions honestly.
- I agree to keep the Trainers and IAP updated as to any changes in my medical profile during the sessions and agree that there shall be no liability on the Trainers or Promoters of the workshops or the IAP.
- I further acknowledge that a possible consequence of the said sessions is that one or a number of previously hereto unknown medical or psychological conditions might arise or be uncovered and hereby indemnify the Trainers and IAP from any liability in the event of such occurrences.
- I further indemnify the Trainers and IAP from any costs, injuries, current and future damages and liability arising from or as a consequence of the sessions, and I also understand that the Trainers and/or IAP reserve the right to refuse or cease to train or terminate the enrolment of anyone whom they deem to have a condition for which the sessions is contraindicated or unsuitable for, at any point prior or during the workshops without having to give any prior or extended notice.
- by signing these terms and conditions, I affirm and declare that I have, through the onboarding process, disclosed all medical and psychological conditions that may affect my ability to participate in or complete the course.

- I acknowledge and agree that if I have made a false declaration in relation to my ability to participate in the course, or not answered any questions honestly during the enrolment process, that the IAP can immediately terminate my enrolment without a refund.

PLEASE NOTE

IAP reserves the right to modify, amend, or update these Terms and Conditions at any time. All modifications become effective immediately upon posting to the IAP website and/or the Student Management System, and supersede all previous versions. Students will be notified of significant changes via their email address, though notification is not required for the updated terms to be binding.

The current version of the Terms and Conditions, as published on the IAP website at [iap.edu.au], shall replace any prior versions to which the student may have previously agreed, including those acknowledged during enrolment, registration, or onboarding processes. By continuing enrolment or utilising IAP services following any modification, you acknowledge and agree to be bound by the current Terms and Conditions.

It is your responsibility to periodically review these Terms and Conditions to stay informed of any changes. The institution may, at its discretion, require students to acknowledge updated terms at the beginning of each year, but such acknowledgment is not necessary for the terms to be enforceable.

Student Acceptance

I have read, understood and agree to the IAP Terms and Conditions and Student Declarations above, including the Mental Health Declarations.

Student full name _____

Course enrolled in _____

Student signature _____

Date _____