



## The Institute of Applied Psychology

Course Terms and Conditions - as at October 2018

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

### 1. COURSE ATTENDANCE

#### a) Confirmation of Place

Your place within the courses will not be confirmed until IAP has received a fully completed Client Information Form and the required deposit and/or course payment. The Client Information Form is not transferable and a new booking request will be required for any new participants.

1. ***If paying by payment plan***, the payment plan must be in place and the required non-refundable deposit paid in full. Please note that online competencies will not be accessible until the required non-refundable deposit is paid in full.
2. ***If paying the course in full***, the online competencies will be made available to you once payment is received. However, should you choose to cancel the course after receiving the online competencies, you will be required to re-pay IAP for the full value of the online competencies.

#### b) Course Cancellations

You may cancel your enrolment:

- 4 weeks prior to the first day of the course with a \$100 administration charge.
- Less than 4 weeks and more than 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 2 weeks prior to the first day of the course, you will not be entitled to any refund.
- Deposits for courses are non-refundable.

#### c) Transfer / Split Courses

Provided we are advised at the 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 the statutory timeframes.

If the nominated participant is unable to attend a scheduled course, substitute participants are always welcome to attend so long as they have the required pre-requisites and complete the relevant Client Information Form.

#### d) Competency

If the participant fails the competencies during the course or fails to attend more than 4 of the 16-day course without prior arrangement, no refund will be given. Competency 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.

#### e) 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.

IAP reserves the right to cancel or postpone courses due to unforeseen circumstances (including low enrolments). We will make every effort to ensure that participants for cancelled courses are placed on the next available course or, if this is impractical, will be given a full refund.

#### f) 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.



## **2. COURSE CONTENT & QUALITY**

- a) Copyright in all materials is owned by IAP, unless otherwise agreed.
- b) IAP has no liability for any errors or omissions in the materials, whether provided by IAP or by third parties.
- c) 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.
- d) You agree not to copy our copyrighted materials without our prior written consent.
- e) We warrant that we will employ trainers with the appropriate skills, as we determine, to teach our courses.
- f) If you are not satisfied that a course you attend meets its published objectives, please notify us within one month of attending the course.
- g) You are solely responsible for results achieved in using any materials or skills learnt in any of our courses.

## **3. OCCUPATIONAL HEALTH & SAFETY**

- a) 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.
- b) 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.
- c) If you have ever been diagnosed with a mental health condition (previous or current), that you will alert The Institute of Applied Psychology at the point of enrolment.

## **4. GENERAL**

- a) Our obligations hereunder are conditional on your performance of your responsibilities under these terms and conditions.
- b) We are not liable for any third-party claims against you for losses or damages as a result of the courses.
- c) 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.
- d) You agree not to assign, or otherwise transfer your rights under this Agreement without our prior written consent. Any attempt to do so is void.
- e) Neither the Company nor the attendee is responsible for failure to fulfill any obligations due to causes beyond either party's control.
- f) Neither the Company nor the attendee will bring any legal action (under this Agreement) more than 12 months after the cause of action arose.
- g) 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.
- h) This Agreement is made under, and shall be interpreted in accordance with the laws in the Australian State or Territory in which the course, education or materials was attended.

## **5. PRIVACY, PHOTOGRAPHY, RECORDINGS**

- a) IAP does not sell or rent its member and client details to other third party organisations. The information collected on the client information form is for the purposes of processing your registration, creating and maintaining participant records, keeping you informed of upcoming



events and products and assisting us in improving our service to you. Please contact us with any enquiries you may have in relation to this matter.

- b) By registering in this course, you agree that IAP may take photographs, sound recordings and/or film footage of you and may use the photographs and/or film footage for promotional and/or commercial purposes, including for the use on Company websites. You agree that filmed material may be reproduced for those purposes as film, audio or written quotation. You will be informed if any photography, recording or filming is to be undertaken.
- c) The photographs and footage will only be used by IAP and will not be released to any external third parties. You accept the risk that photographs and/or film footage of you may be used for the Company websites, brochures or other publication and reproduced for Social Media or elsewhere or made available to the public or sections of the public.
- d) IAP may also take sound recordings that are made available to all participants of the course.
- e) You agree not to use recording equipment (sound, visual or other) in courses without the Company's prior written consent.
- f) It is the responsibility of the attendee to discuss this (if required) with the Company and or course trainer prior to the commencement of the course.

#### **6. PROPRIETARY MATERIALS AGREEMENT**

- a) You understand that all concepts, information and materials within our courses (including without limitation trademarks, logos, graphics and images) (the "Materials") are the proprietary property of IAP and are protected by copyright, trade secret, and other applicable laws. Submissions made by you or other participants are not considered part of the Materials, but are subject to the restrictions set forth below. You acknowledge that the Materials constitute commercially valuable, proprietary, confidential property of IAP, the design and development of which required the investment of substantial effort, time, and money and reflect, in part, the credibility and "good will" of IAP.
- b) You acknowledge and agree that you have no right to modify, edit, alter or enhance any of the Materials in any manner. The Materials may not be distributed, transmitted, or broadcast in any manner, or for any purpose, unless expressly authorized to do so by IAP, in advance, and in writing.
- c) You agree not to use the Materials in any way that would compromise the proprietary nature of the Materials. Without limiting all of the foregoing, you agree not to deliver the Materials themselves, either reproduced or modified, or anything derived from the Materials, either orally or in writing, as part of any seminar, training program, workshop, consulting, or similar business activity which you make available to your clients or to others, except with the prior written permission of IAP.
- d) Unless expressly indicated otherwise herein by IAP, even if you have previously obtained IAP's written permission to use any Materials or Submissions, you must obtain such written consent each time before again using any Materials or Submissions.
- e) Except as expressly stated herein, you acknowledge that you have no right, title, or interest of any kind on any legal basis in or to the Materials or the Submissions of any party.
- f) Upon termination of this limited license, you agree to immediately destroy any downloaded and/or printed Materials that you may have in your possession or control.

#### **7. LEGAL FEES**

In any action or proceeding between or among the parties hereto to interpret or enforce any of the provisions hereof, the prevailing party shall, in addition to any other award of damages or other remedy, be entitled to reasonable legal fees and costs.

#### **8. DISCLAIMER OF WARRANTIES**

- a) The parties agree that IAP will under no circumstances be liable to you for any indirect or consequential loss (including but not limited to loss of revenue or opportunity, loss of goodwill and lost profits).



- b) Any liability of IAP shall be excluded or reduced to the extent that the relevant loss or damage was caused or contributed to by the act or omission of or any breach or default by you, your officers, employees, contractors (other than IAP), participants or agents.
- c) IAP does not purport to offer any medical, psychological, therapeutic, religious or other professional advice to users. Please seek the advice of counseling professionals as appropriate regarding the evaluation of any specific information, opinions, advice or other content.

**9. CHANGES TO THIS AGREEMENT**

- a) No amendment or modification hereof will be valid or binding upon either party unless made in writing and signed by the authorised representatives of both parties. The modified terms and conditions will apply to your enrolment or order unless you cancel such enrolment or order prior to the effective date.
- b) These terms and conditions supersede all previous terms and conditions issued.

**10. ACCEPTANCE OF TERMS AND CONDITIONS**

Please sign and return to the Company a copy of your acceptance and agreement to the Terms and Conditions above.

I, \_\_\_\_\_ have read and understand the terms and conditions above and accept and agree to all of its conditions.

\_\_\_\_\_  
Participants Signature

\_\_\_\_\_  
Date