

TERMS

These terms and conditions apply to students enrolled in accredited courses delivered by Australian Institute of Management Education and Training Pty Limited (RTO Code 0049) ('the RTO') as well as any courses delivered for and on behalf of Australian Institute of Management Education and Training.

Terms and conditions of enrolment (accredited training only)

1. I (which expression includes the parent/guardian who has signed this contract) hereby apply to enrol in the course commencing indicated on the Application for Admission form ('the Application'). I agree that on acceptance of the Application by Australian Institute of Management Education and Training ('Acceptance'), the Acceptance will become the Contract of Enrolment ('the Contract') and further I agree to abide by the following terms and conditions of enrolment:
2. I agree that it is a condition of my enrolment that I achieve satisfactory academic progress throughout my course at a rate that will enable me to complete the course in the nominated duration.
3. I agree that I am required to use my best endeavours to meet the requirements of the course selected and to abide by the rules and regulations of Australian Institute of Management Education and Training. I understand that if I breach any of Australian Institute of Management Education and Trainings rules or my behaviour is deemed unacceptable by Australian Institute of Management Education and Training, my enrolment may be cancelled and I may not be entitled to any refund of the tuition fees or other charges paid to Australian Institute of Management Education and Training under the Contract as applicable at that time. (Information on Australian Institute of Management Education and Trainings policies, rules and regulations is located on the website: www.aim.com.au)
4. I agree that all lessons and any related material supplied by Australian Institute of Management Education and Training are secured by copyright, remain the property of Australian Institute of Management Education and Training and must be returned to Australian Institute of Management Education and Training on completion of the course. I understand that any unauthorised copying may constitute a breach of the *Copyright Act 1968* (Cth) (as amended from time to time).

5. Course fees do not include the cost of text books.
6. I agree to advise Australian Institute of Management Education and Training of any change of my address and/or contact details while I am enrolled in any course.
7. Australian Institute of Management Education and Training maintains a Privacy Policy which can be viewed at www.aim.com.au In addition to the provisions of this policy, I authorise Australian Institute of Management Education and Training to release administrative information concerning my performance at Australian Institute of Management Education and Training (including academic progress and attendance information) to any person who may lawfully require that information, as well as parents/guardians, agents and potential employers. If I do not agree, I must advise Australian Institute of Management Education and Training in writing.
8. I understand that should a new version of the qualification be endorsed and released by the relevant authorities, the RTO must manage the transition of its students to the new version in accordance with the Australian Skills Quality Authority's directions and that this circumstance does not constitute a default by the RTO.
9. I acknowledge that I have read and understood the Complaints, Grievances and Appeals Policy outlined in this document, and published on the website www.ivy.edu.au
10. I hereby acknowledge that I have read, understood and agree to the terms of the Withdrawals and Refunds Policy outlined in this document, and published on the website at www.aim.com.au
11. I confirm that the terms and conditions have been made available to me prior to enrolling and understand that any variation of those stated terms and conditions of the Application for Enrolment must be provided in writing and be signed by an authorised officer of Australian Institute of Management Education and Training.
12. I confirm that the terms and conditions of Australian Institute of Management Education and Trainings payment providers have been made available to me prior to enrolling and as part of my application.
13. I understand, the applicant has a provisional enrolment period of 10 days, from the date of signing the Application for Enrolment, to withdraw from the course.
14. I understand that after the provisional enrolment period of 10 days, if I have not provided all required information relating to the course entry requirements,

Australian Institute of Management Education and Training may cancel my enrolment.

15. The “non-refundable down payment” paid by a student at the time of enrolment is not refundable under any circumstances.

WITHDRAWALS AND REFUNDS POLICY

1. I understand that the course fees paid for fee for service courses delivered by Australian Institute of Management Education and Training are not refundable after the 10-day provisional enrolment period has elapsed unless special circumstances apply. (An enrolment is provisional for 10 days, allowing Australian Institute of Management Education and Training time to request additional information and for a student to access their course and ensure that the course meets their requirements.)
2. I agree that applications for refunds must be made in writing and received by the Head of Student Engagement.
3. I understand that when a request for a refund is received, a letter acknowledging receipt of the request will be forwarded to me. If special circumstances apply, the refund request will then be investigated and processed in accordance with the Withdrawals and Refunds Policy stated above. Notification of the outcome, including a refund if applicable, will be forwarded to me within 28 days of Australian Institute of Management Education and Trainings receipt of the request.
4. I understand that by agreeing to the Terms and Conditions and through the provision of Australian Institute of Management Education and Trainings complaints and appeals process, this does not remove my right to take action under Australia’s consumer protection laws.

COMPLAINTS, GRIEVANCES AND APPEALS POLICY – ALL STUDENTS

In the event of a dispute between an individual student and Australian Institute of Management Education and Training, internal procedures are in place to facilitate the resolution of the dispute. Full details are published on the website:

www.aim.com.au

1. Australian Institute of Management Education and Training will ensure fair and equitable management of complaints, grievances and appeals by providing a transparent, timely and consistent process for resolving complaints, grievances and appeals.
2. All students will be able to view this policy prior to enrolment and will be advised to read it at the commencement of a course with Australian Institute of Management Education and Training.

Informal Complaints

All students and prospective students are encouraged to resolve grievances by bringing the matter directly to the attention of Australian Institute of Management Education and Training. If the student / prospective student is not satisfied with the outcome he/she may choose to lodge a formal complaint under this policy.

Formal Complaints

Students and prospective students must submit their formal complaint in writing via email to: compliance@aim.com.au or post to Complaints, Australian Institute of Management Education and Training, Level 21, 580 George Street, Sydney 2000.

It is essential that the following information is included in the email / letter:

- a. details of the complaint;
- b. supporting information that the complainant wishes to have considered;
- c. an explanation of the steps already taken to try to resolve the complaint informally and why the responses received are not considered satisfactory; and
- d. what the complainant thinks needs to be done to address his/her concerns.

1. Upon receipt of the formal complaint the Head of Student Engagement will respond to the complainant in writing and acknowledge receipt of the complaint. The date of this notification becomes the commencement date of the complaint process. An entry is created in the Complaints Log and this register is continually updated each step of the remaining procedure.
2. The complaint will be investigated by the Head of Student Engagement who will discuss the issues with the person(s) concerned. If the complaint is about the Head of Student Engagement it will be handed to the Executive Director, Operations who will follow the complaint through to a final solution.
3. The complainant will be provided with a written report of the steps taken to address the complaint within 21 days of the commencement date of the

complaint process. If the complaint is upheld the Head of Student Engagement will immediately notify relevant staff to implement the actions required to resolve the complaint. If the complaint is not upheld, then the complainant will be given a written explanation detailing the reasons for that decision. The complainant will also be advised of his/her right to access the internal appeals process if not satisfied with the outcome of the formal complaint.

The Head of Student Engagement will retain a written record of the complaint and its outcome.

Appeals

1. If a student or prospective student is not satisfied with a decision made by Australian Institute of Management Education and Training, he/she has 21 days from the date nominated in the written notification by Australian Institute of Management Education and Training in which to lodge an appeal. This includes decisions relating to complaints outcomes and assessment appeals, as well as notifications of unsatisfactory academic progress, misbehaviour, refusals of transfer applications, and/or pending cancellation of enrolment.
2. Appeals must be lodged in writing via email to: compliance@ivy.edu.au or post to Appeals, Australian Institute of Management Education and Training, Level 21, 580 George Street, Sydney 2000.

It is essential that the following information is included in the email / letter:

- a. details of the decision that is being appealed;
 - b. brief reasons why you believe the decision is wrong;
 - c. any other information the student/prospect wishes to be considered.
1. Upon receipt of the written appeal the Head of Student Engagement will respond to the student / prospect in writing and acknowledge receipt of the appeal. The date of this notification becomes the commencement date of the appeal process.
 2. The appeal will be considered by the Head of Student Engagement, who may decide:

- a. to make a determination based on the information provided; or
 - b. that there are insufficient grounds to take further action, thus concluding the consideration of the matter under this process.
3. The student / prospect will be advised in writing of the decision and the reasons for it within 14 days of the commencement date of the appeal process.

If the appeal is upheld the student / prospect will be informed of the action to be taken to resolve the matter. Australian Institute of Management Education and Training will immediately implement any decision and/or action required.

If the appeal is not upheld the student / prospect may wish to seek external advice regarding other legal remedies.

Students who are enrolled who wish to lodge an external appeal or complain about a decision made by Australian Institute of Management Education and Training may take action under Australia's Consumer Protection laws by contacting the Office of Fair Trading in their state, or the Australian Skills Quality Authority on <http://www.asqa.gov.au/>. Depending on the circumstances of the case some bodies may require that Australian Institute of Management Education and Trainings internal appeals process first be exhausted before making an external appeal.

Credit Card Payments

Credit card payments made to Australian Institute of Management Education and Training will attract a surcharge (Visa & Mastercard- 1.5%, American Express- 3%).

Third Party Payments

Payments made to Australian Institute of Management Education and Training via third parties are subject to the third party's terms and conditions. The terms and conditions are available at www.aim.com.au.

Additional Costs

- Testamur/ Statement of Attainment/ Certificate of Attendance re-issue fee: A\$40.00 (includes postage)
- Third Party failed payment fee: A\$11.90

Services

Australian Institute of Management Education and Training reserves the right to change the particulars of the services, including changes to prices, courses, facilities and dates of programs where circumstances beyond Australian Institute of Management Education and Trainings control necessitate such changes or where the level of enrolments does not reach the minimum numbers required to operate a course viably. Australian Institute of Management Education and Training also reserves the right to change course fees at its discretion.

CHANGE History

Version V1.2

Approval date 10/07/2017

Approval by the Head of Compliance