

ACADEMY Xi Elevate Courses - Student Agreement

About this Agreement

The following terms and conditions constitute the agreement between you and Academy Xi Pty Ltd (ACN 84 608 846 822) (“AXi”) for the provision of your course (“Agreement”).

Accepting this Agreement

1. You will have accepted this Agreement by making any payment to AXi or one of its partners in respect of a course.
2. The date you accept this Agreement is the Agreement Date.
3. This Agreement is subject to change and AXi may revise it at any time by posting an updated version on the AXi website and in the AXi Online Learning System.

Your Obligations

1. By accepting this Agreement, you agree to:
 1. Comply with the Code of Professional Conduct as published on the AXi website.
 2. Pay all requisite fees associated with your course plus GST, if applicable (“Course Fee”) and those fees identified in the Schedule of Administrative Fees as published on the AXi website.
 3. Inform AXi in writing within seven (7) days of any changes to your personal details including name, residential or postal address, email address, phone number or banking details.
 4. Maintain a current email address for the duration of your course and you acknowledge that AXi will officially communicate with you via email and through the AXi Online Learning System.
 5. Save copies of your submission files to your own storage device or cloud server prior to the expiry of your access to the AXi Online Learning System.
 6. Inform AXi of any changes to your intended commencement of studies within 7 days of the Agreement Date.
2. You acknowledge that you:
 1. Are 18 years or older.
 2. Are fluent in both written and oral English.
 3. Possess basic computer skills.
3. You acknowledge that:
 1. You will require access to a computer with broadband internet and specific software (as specified for the course) for the duration of the course and at your own expense.

2. Additional or supplementary learning materials may only be available through the AXi Online Learning System.
3. You must complete your course within the course duration as specified on the AXi website.

AXi's Obligations

1. For the duration of your course, AXi agrees to provide you with:
 1. Course materials for your course.
 2. Access to the AXi Online Learning System.
 3. Learning and administrative support, as specified in your course.
 4. Access to the Career Support Program, if specified in your course.
 5. Feedback on your work submitted to AXi, if specified in your course.
 6. Access to AXi industry events, if applicable.
2. On successful completion of all requirements of the course and the full payment of the Course Fee, AXi will issue you with a Certificate of Completion, along with a Credly Badge with your unique identifier code.
3. AXi will provide you with access to the AXi Online Learning System for 3 months following the completion of your Elevate course.

Studying with AXi

1. Once you have accepted this Agreement by paying your Course Fees in full you will receive a Welcome Email. This will include your log-in details to the AXi Online Learning System, which is the primary system used for the delivery of the course.
2. AXi courses are structured into modules or phases. To progress in the course, you must complete activities and submit assessments for a given module or phase as specified in the AXi Online Learning System. Once you have successfully completed the specified activities and assessments you will progress to subsequent modules or phases in your course.
3. Should you require an extension on the due date of your assessment, you will need to complete an Assessment Extension Form. Assessment extensions will be granted only with written approval by the AXi Experience Team. Extensions can be granted to a maximum of 5 business days post the original date of the submission.
4. Where an assessment submission does not achieve a satisfactory level as determined by the mentor or instructor, you can apply to either:
 1. Resubmit the assessment (up to a maximum of two resubmissions).
 2. Have the assessment reviewed by the Head of Portfolio where the outcome of the Head of Portfolio is final.
 3. Have the assessment externally reviewed where the outcome of the external assessor is final.
5. Administrative fees, as specified in the [Schedule of Administrative Fees](#), may apply for the resubmission of assessments or completion of an external assessment review.

6. Failure to abide by the Code of Professional Conduct during your studies may result in the cancellation of your enrolment.

Course Transfer

1. AXi understands that some students may wish to pursue an alternative course after commencing their studies with AXi. In such cases, you can apply for a Course Transfer.
2. To apply for a Course Transfer, you must:
 1. submit a request via email to experience@academyxi.com within two (2) weeks of the Agreement Date; and
 2. pay any additional fees as outlined in the Schedule of Administrative Fees.
3. If the new course is of greater value than your current course, then you will need to pay such additional Course Fees to AXi
4. If the new course is of lesser value than your current course, then you may use the difference between the current Course Fee and new Course Fee towards a future course with AXi. Any such future course must be commenced within 6 months of the completion of the new course.
5. If you undertake a Course Transfer you will not be entitled to a refund.
6. Approval of a Course Transfer is at AXI's absolute discretion.

Special Consideration

1. AXi understands that some students may experience difficulties that may impact on their ability to complete their course. In such cases, students should apply for Special Consideration in accordance with the Special Consideration Policy.
2. To apply for Special Consideration, you must:
 1. Submit a Special Consideration Form to AXi.
 2. Pay any additional fees as outlined in the Schedule of Administrative Fees.
3. If Special Consideration is approved, AXi may:
 1. Defer the commencement of your course.
 2. Extend the duration of your course.
 3. Agree with you an alternative payment plan.
 4. Provide additional learning support to you.
4. An application for Special Consideration cannot be made after the expiry of the course duration.
5. Approval of Special Consideration is at AXI's absolute discretion.

Cancellation and Refund

1. If you wish to terminate your studies before the completion of your course, you must submit the Cancellation Request Form to AXi in writing.
2. A refund of the Course Fee, less the applicable Administrative Fees as outlined in the Schedule of Administrative Fees, will only be issued if AXi receives the Cancellation Request within the Refund Period.
3. The Refund Period is defined as seven (7) calendar days from the Agreement Date.
4. If you fail to notify AXi of your Cancellation Request within the Refund Period, you are liable to pay the Course Fee in full, unless otherwise stated in the terms of this Agreement.
5. If your enrolment is cancelled as a result of a breach of the Code of Professional Conduct, you will not be entitled to any refund.

Use of Student Content

1. AXi conducts regular student surveys to elicit feedback and testimonials, collects project work completed by students and obtains input from students into AXi course content ('Student Content').
2. You grant AXi an irrevocable, perpetual, unrestricted, worldwide, non-exclusive, royalty-free license to copy, use, modify, publish, upload, distribute, transmit, publicly display and create derivative works from the Student Content for any purpose without compensation to you.
3. You authorise AXi to use your name in combination with Student Content in any and all media in connection with AXi.

Disclaimers and limitation of liability

1. AXi does not claim, represent or warrant that a course or course materials are suitable for your purposes or are error free. The courses and course materials are intended to be a learning aid only and are not intended to be a substitute for your own study, completion of study assignments, work or class attendance.
2. All content provided by AXi, including the information, names, images, pictures, logos and icons regarding or relating to AXi, its products and services (or to third party products and services), is provided "as is" and on an "as available" basis.
3. To the extent permitted by law, AXi:
 1. AXi excludes all representations and warranties (whether expressed or implied by law) including the implied warranties of satisfactory quality, fitness for a particular purpose, non-infringement, compatibility, security and accuracy.
 2. AXi does not guarantee the timeliness, completeness or performance of any aspect of the courses, course materials or website content.
 3. While AXi endeavours to ensure that all content provided in every course is correct at the time of publication, no responsibility is accepted by or on behalf of AXi for any errors, omissions or inaccurate content on the course and course materials.

4. AXi does not warrant that courses will be uninterrupted or error-free, that defects will be corrected, or that the courses or website will be free of viruses or bugs.

Other Terms

1. If your course prepares you to undertake external examinations, you are responsible for establishing your own eligibility and making arrangements to attend and pay for any fees and charges associated with those exams.
2. The course material that AXi provides to you shall become your property. However, the content of the course materials, including copyright and all other such intellectual property rights contained therein, remain the property of AXi or a nominated third party. You may not reproduce any part of the course materials or assessments without the prior written consent of AXi.
3. This Agreement is governed by the laws of New South Wales.

Supporting Documents

The list of all supporting documents throughout this agreement can be found below:

- [Privacy Policy](#)
- [Code of Professional Conduct](#)
- [Special Consideration Policy and Procedure](#)
- [Schedule of Administrative Fees](#)

Contact

If you have any questions about these Terms and Conditions, please contact Academy Xi:

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