

NSW Permanent Impairment Assessment Training Terms and Conditions

1. Registration

- 1.1. Individuals can register for a Core and/or specialty module via the www.ama5.com.au website
- 1.2. Attendance at the Core module must occur prior to attendance at a specialty module
- 1.3. Participants wishing to register for a specialty module must either have already completed the Core module or be willing to attend the Core module prior to attending a specialty module
- 1.4. Registration for the Core and specialty module closes 24 hours before module commencement.
- 1.5. In line with Clause 2.2, registrations for a Core or specialty module will not be accepted in the case the maximum amount of participants is reached
- 1.6. AMA Training, in consultation with the Training Course Management Committee (TCMC), reserves the right to increase the maximum allocation of seats for a Core or specialty modules based on the following:
 - 1.6.1. Number of expression of interest
 - 1.6.2. Availability of facilitators for additional training sessions

2. Maximum number of participants

- 2.1. The maximum amount of participants allowed at a face to face module is 40
- 2.2. The maximum number of participants allowed into an online/correspondence module is 50.
- 2.3. Subject to Clauses 1.5, 2.7 and 3.7, AMA Training will not accept registrations for a Core or specialty module after the maximum amount of participants is reached
- 2.4. Participants intending to register for a Core or specialty module that has already reached the maximum number of registrations can express their interest for the session by leaving a message in the contact us area of www.ama5.com.au or by email to amatraining@amavic.com.au
- 2.5. Participants that expressed interest for a Core or specialty module that has been fully booked, will be entered onto a waiting list and will be advised of availability of seats as soon as practicable
- 2.6. The waiting list will be managed in order of receipt of registration. In the case of availability of seats the first person on the list will be notified by AMA Training. If the first person declines the offer, AMA Training will remove him/her from the waiting list and will contact the second person on the list. The process will be repeated until all places are filled or the waiting list is exhausted

2.7. AMA Training, in consultation with the Training Course Management Committee (TCMC), reserves the right to increase or reduce the maximum number of participants to ensure the effectiveness of training and customer satisfaction.

3. Minimum number of participants

- 3.1. The minimum number of participants for a face to face module is 5
- 3.2. There is no minimum number of participants for an online/correspondence module, however, the live webinar will be run only if a minimum of 5 bookings are reached.
- 3.3. AMA Training, in consultation with the Training Course Management Committee (TCMC), reserves the right to postpone or cancel a Core or specialty module if the minimum amount of participants is not reached
- 3.4. If the decision to postpone or cancel a Core or specialty module is made due to insufficient bookings, AMA Training will inform the registered participants in writing no less than 5 business days prior to course commencement
- 3.5. Once the decision to postpone or cancel a Core or specialty module is made due to insufficient bookings the Impairment Assessment Training website (www.ama5.com.au) will be updated to inform prospective participants of the decision
- 3.6. In line with the NSW Permanent Impairment assessment training Fees and Refund policy, once the decision to postpone or cancel a Core or speciality module is made due to insufficient bookings, registered participants will be entitled to a full refund of the course fee already paid or will be offered a place at the next relevant Core or speciality module
- 3.7. AMA Training, in collaboration with the Training Course Management Committee (TCMC), reserves the right to increase or reduce the minimum number of participants to ensure the effectiveness of training and customer satisfaction.

4. Payment

- 4.1. Fees for a Core or specialty module are to be paid in full at the time of application
- 4.2. Fees are to be paid via debit or credit card.
 - 4.2.1. An application will not be considered finalised until the payment by debit or credit card is successfully processed by AMA Training

5. Processing credit card payments

- 5.1. Credit card payments will be processed immediately at the time of registration via a secure payment gateway.

6. Cancellation by the participant

- 6.1. Participants can cancel their registration for a Core or specialty module by notifying AMA Training of their intention to cancel in accordance with Clause 10.1
- 6.2. Notification can occur via phone, email or facsimile
- 6.3. Refunds will be managed in line with NSW Permanent Impairment assessment training Fees and Refund policy published on the www.ama5.com.au website and summarised in Section 10 and Section 11 of this NSW Permanent Impairment Assessment Training terms and conditions.

7. Cancellation by AMA Training

- 7.1. AMA Training, in consultation with the Training Course Management Committee (TCMC), reserves the right to cancel a Core or face to face module if the minimum amount of participants is not reached
- 7.2. AMA Training, in consultation with the Training Course Management Committee (TCMC), may cancel a Core or specialty module for other reasons including but not limited to:
 - 7.2.1. Unavailability of facilitator
 - 7.2.2. Cause of force majeure
- 7.3. In the case of cancellation under clause 7.1, AMA Training will notify participants at least 5 business days prior to module commencement.
- 7.4. In the case of cancellation under clause 7.2, AMA Training will notify participants as soon as the 7.2.1 and/or 7.2.2 arise.
- 7.5. In accordance with Clause 9.3, a full refund will be granted in case the Core or specialty module is canceled by AMA Training.

8. Module postponed or re-scheduled by AMA Training

- 8.1. AMA Training, in consultation with the Training Course Management Committee (TCMC), reserves the right to postpone or re-schedule a Core or face to face specialty module if the minimum amount of participants is not reached
- 8.2. AMA Training, in consultation with the Training Course Management Committee (TCMC), may postpone or re-schedule a Core or specialty module for other reasons including but not limited to:
 - 8.2.1. Unavailability of facilitator
 - 8.2.2. Cause of force majeure
- 8.3. In the case of cancellation under clause 8.1, AMA Training will notify participants at least 5 business days prior to module commencement.
- 8.4. In the case of cancellation under clause 8.2, AMA Training will notify participants as soon as the 8.2.1 and/or 8.2.2 arise.

8.5. If a Core or specialty module is postponed or re-scheduled, AMA Training will provide participants with the following options:

- 8.5.1. Participation in a rescheduled module
- 8.5.2. Full refund.

9. Refunds

9.1. If a Participant withdraws from a module at least 24 hours before the scheduled face to face workshop or online webinar, a full refund of paid tuition fees is applicable,

9.2. A full refund will be granted to participants in the case of cancellation of the module by AMA Training.

9.3. With the exception defined in Section 7 of the NSW Permanent Impairment assessment training Fees and Refund policy published on the www.ama5.com.au website and summarised in Section 10 of these terms and conditions, refund will not be granted to participants canceling their registration less than 24 hours before the scheduled face to face workshop or online webinar

10. Refunds under special consideration

10.1. Participants who cancel their registration less than 5 days before the scheduled face to face workshop or online webinar or after the scheduled face to face workshop or online webinar, can apply for a full refund of their fee under special consideration arrangements

10.2. Special consideration can be requested if one of the following events applies:

- 10.2.1. Medical condition preventing the Participants from continuing the qualification
- 10.2.2. Personal circumstances preventing the Participants from continuing the qualification
- 10.2.3. Natural disasters preventing the Participants from continuing the qualification

10.3. If a Participant decides to apply for Refund under special consideration arrangement, the event specified in clause 10.2 must be supported by evidence such as:

- 10.3.1. Medical certificate
- 10.3.2. Insurance certificate
- 10.3.3. Certified statutory declaration

10.4. Application for a refund under Special Consideration Arrangements will be reviewed by the Training Course Management Committee or by a delegated officer

- 10.5. If refund under Special Consideration is granted, the refund will be processed in line with clause 6.1 of the NSW Permanent Impairment assessment training Fees and Refund policy published on the www.ama5.com.au

11. Registration

- 11.1. Participants are encouraged to arrive 30 minutes prior to module commencement at the AMA premises for registration
- 11.2. Participants are required to sign the attendance sign-In sheet upon arrival at the AMA premises
- 11.3. Failure to sign the attendance sign-In sheet may compromise the participant successful completion of the module due to lack of evidence of attendance

12. Assessments

- 12.1. All specialty modules have a compulsory competency based assessment which must be successfully completed in order for a participant to be deemed successful.
- 12.2. The Core module does not include a competency based assessment.
- 12.3. An assessment will be provided to each participant in electronic format after attending the face to face workshop or online webinar.
- 12.4. The assessment must be submitted for marking within 10 business days from when the module was attended
- 12.5. Assessments will be marked within 10 business days from the day they were received
- 12.6. In accordance with the nature of the assessment, marking of assessment will be performed by a qualified Impairment Assessor.
- 12.7. Assessment results and feedback will be communicated to the participants via email or via the AMA Training Learning Management System within 72 hours from the day the assessment is marked.
- 12.8. In general, marking of the final assessment is with reference to four categories:
- 12.8.1. Clearly incorrect
 - 12.8.2. Substantially incorrect
 - 12.8.3. Generally correct
 - 12.8.4. Clearly correct
- 12.9. Answers that are “generally correct” or “clearly correct” are defined as indicating competency
- 12.10. Participants who do not achieve a “generally correct” or “clearly correct” outcome on the first attempt will be provided with a second final assessment.

- 12.11. Participants who do not achieve a “generally correct” or “clearly correct” outcome on their first attempt will be allowed to submit the second final assessment at no extra cost
- 12.12. Submission of second attempt, marking, and communication of results follow the same timeframes specified in Clause 12.5
- 12.13. Participants who do not achieve a “generally correct” or “clearly correct” outcome on the second attempt will be required to re-attend the Core or specialty module prior to submitting a new set of assessments.

13. Certificates and Impairment Assessors List

- 13.1. Upon successful completion of assessment for the Core and specialty module(s), the participant will be issued with a certificate of completion
- 13.2. Soft copy of the certificate can be downloaded from the learning platform 24 hours after the assessment is deemed satisfactory.
- 13.3. Hard copy of the certificate will be sent to successful participants within 5 business days from when the assessment is deemed satisfactory
- 13.4. Participants can attend and complete as many specialty modules as they choose
- 13.5. The successful completion of the Core and/or specialty module/s does not grant participants the ability to perform Permanent Impairment Assessment under the NSW legislation.
- 13.6. AMA Training is not responsible for publishing or managing the listing as an Impairment Assessor under the NSW legislation.
- 13.7. AMA Training cannot be held responsible if, after successful completion of the Core and/or specialty module/s, the participant does not meet the requirements to be listed to perform Permanent Impairment Assessment under the NSW legislation.

14. Privacy

- 14.1. AMA Training adheres to the thirteen Australian Privacy Principles (APPs) issued by the Office of the Australian Information Commissioner (OAIC) oaic.gov.au/privacy
- 14.2. The information provided by prospective participants at the time of registration will be kept secure and accessed only by authorised AMA Training staff members
- 14.3. AMA Training will not share any of the information collected at time of registration to third party organisation for sales and marketing purposes or for any other purposes not directly correlated to the scope of the NSW Permanent Impairment Assessment Training

14.4.To maintain compliance with its reporting obligations, AMA Training may disclose personal information collected at the time of registration with the Training Course Management Committee(TCMC).

14.5.Credit card details will be held by AMA training until a successful payment has been processed.

14.6.Credit card information will be discarded after the payment is successfully processed.

14.7.

15. Complaints and appeals

15.1.Participants can submit academic and non-academic complaints using the Complaint form available on www.ama5.com.au

15.2.Complaints will be managed according to the procedure detailed in the NSW Permanent Impairment Assessment training Complaints and Appeal policy published at www.ama5.com.au

Document History

| Revision | Date | Description of modifications |
|----------|---------------|--|
| 1.0 | December 2016 | Original |
| 2.0 | January 2017 | Review after feedback received form SIRA |
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