

AMA Training and the Participant agree to be bound by these NSW Permanent Impairment Assessment Training Terms and Conditions (*these Terms and Conditions*) pursuant to which AMA Training has agreed to provide NSW Permanent Assessment Training to the Participant.

1. Registration

- 1.1. Subject to clause 2.3, Individuals may register for a Module via the Website.
- 1.2. Completion of the Core Module must occur prior to attendance at a specialty Module.
- 1.3. Registration for the Modules closes 24 hours before Module commencement.

2. Maximum number of Participants

- 2.1. The maximum number 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. AMA Training will not accept registrations for a Module after the maximum number of Participants is reached.
- 2.4. Individuals wishing to register for a Module that has already reached the maximum number of Participants can express their interest for the session by leaving a message in the 'contact us' area of the Website or by email to amatraining@amavic.com.au.
- 2.5. Individuals who express their interest in a Module that has reached the maximum number of Participants will be entered onto a waiting list and will be advised of the availability of places as soon as practicable.
- 2.6. The waiting list will be managed in order of receipt of expressions of interest. In the case of availability of places, the first person on the list will be notified by AMA Training. If the first person declines the offer, AMA Training will remove them 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 SIRA (State Insurance Regulatory Authority, New South Wales) reserves the right to increase the maximum number of Participants for a Module based on the following:
 - 2.7.1. Number of expressions of interest.
 - 2.7.2. Availability of additional facilitators to support increased Participants attending a Module (above the previous maximum number of Participants). The requirement for an additional facilitator will be determined by AMA Training in consultation with the SIRA, on a case by case basis.
- 2.8. AMA Training, in consultation with the SIRA reserves the right to increase or reduce the maximum number of Participants for a Module 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 the Core and specialty on-line learning Modules.
- 3.3 AMA Training, in collaboration with SIRA, 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 Module must be paid by the Participant in full by credit card at the time of registration.
- 4.2 Registration will not be considered finalised until the payment is received by AMA Training.
- 4.3 Credit card payments will be processed immediately at the time of registration via a secure payment gateway.

5. Cancellation by the Participant

- 5.1 A Participant may cancel his or her registration for a Module in writing (including by email) to AMA Training.
- 5.2 If so, the Participant's right to a refund, if any will be determined in accordance with clause 7.

6. Postponement, Rescheduling and Cancellation by AMA Training

- 6.1. AMA Training, in consultation with the SIRA, may postpone, reschedule, cancel or otherwise not proceed with a Module:
 - 6.1.1 If the minimum number of Participants is not reached; or
 - 6.1.2 For other reasons including but not limited to:
 - 6.1.2.1. Unavailability of facilitator; and
 - 6.1.2.2 Other events beyond its reasonable control.
- 6.2 If AMA Training exercises its rights to postpone, reschedule, cancel or otherwise not proceed with a Module, it will:
 - 6.2.1 Notify the Participants:
 - 6.2.1.1 If exercised pursuant to clause 6.1.1, not less than 5 business days prior to the Module Scheduled Date; or
 - 6.2.1.2 If exercised pursuant to clause 6.1.2, as soon as reasonably possible.

6.2.2 Update the Website to inform prospective Participants of the decision.

6.3 If AMA Training exercises its rights to postpone or reschedule a Module, then it will offer Participants:

6.3.1 The opportunity to participate in the rescheduled Module or an on line or webinar Module for the same body system/s, if possible;

6.3.2 A credit towards a future Module to the same value; or

6.3.3 A full refund.

6.4 If AMA Training exercises its rights to cancel or otherwise not proceed with a Module, then it will offer Participants:

6.4.1 If possible, the opportunity to participate in an on line or webinar Module for the same body system/s;

6.4.2 A credit towards a future Module to the same value; or

6.4.3 A full refund.

7. Refunds

7.1. A Participant's right, if any to a refund of fees paid by a Participant for a Module (**Module fees**) will be determined by these Terms and Conditions.

7.2. A Participant is only entitled to a refund of Module fees if:

7.2.1 The Participant cancels his or her registration for the Module:

7.2.1.2 Not less than 7 business days prior to the Module Scheduled Date.

7.2.1.2 Less than 7 business days prior to the Module Scheduled Date and the Participant applies for and AMA Training grants special consideration in accordance with clause 7.3.

7.2.2 AMA Training exercises its rights to cancel or otherwise not proceed with a Module pursuant to clause 6.1.1.

7.3. A Participant may apply to AMA Training in the prescribed refund form on the Website for special consideration for the refund of Module fees (**Refund Application**) due to any of the following events which prevent the Participant from attending and/or continuing the Module (**Refund Event**):

7.3.1 Hospitalisation for a medical condition.

7.3.2 The death of a family member and/or dire personal circumstances.

7.3.3 A natural disaster, declared state of emergency or other event beyond the reasonable control of the Participant.

- 7.4. The Participant must provide to AMA Training in support of the Refund Application such evidence of the Refund Event as AMA Training may reasonably require including but not limited to a medical certificate and/or a statutory declaration.
- 7.5. Before AMA Training processes the Refund Application, the Participant must pay to AMA Training any outstanding amounts due to it by the Participant.
- 7.6. If AMA Training approves the Refund Application, it will approve and pay the approved amount of the refund to the Participant within 5 business days of receipt of the Refund Application, completed in accordance with the requirements of this clause, from the Participant.

8. Attendance

- 8.1 Participants are encouraged to arrive at the AMA Training premises or (if a webinar) join on the web-based platform 30 minutes prior to Module commencement.
- 8.2 For Modules delivered in a face-to-face format, Participants are required to sign the attendance sign-in sheet upon arrival at the AMA Training premises as evidence of attendance. Failure to do so may compromise the Participant's successful completion of the Module.

9. Assessments

- 9.1 All specialty Modules (but not Core Modules) have a compulsory competency-based assessment which must be successfully completed in order for a Participant to be deemed successful.
- 9.2 AMA Training will provide each Participant with an assessment in an electronic format after:
 - 9.2.1 Attending a face-to-face/webinar Module; or
 - 9.2.2 Enrolling in an online learning Module.
- 9.3 A Participant must submit an assessment for marking by the following due date (**Due Date**):
 - 9.3.1 Within 4 weeks of attending a face-to-face/webinar Module; or
 - 9.3.2 By the due date on the Learning Management System and the Website, for an online Module.
- 9.4 Assessments will be marked within 10 business days from the Due Date.
- 9.5 In accordance with the nature of the assessment, the marking of an assessment will be performed by a qualified impairment assessor in a speciality relevant to the Module being completed.
- 9.6 AMA Training will communicate assessment results and feedback to the Participants via email or via the Learning Management System within 72 hours from the day the assessment is marked.
- 9.7 In general, marking of the assessment is with reference to four categories:

- 9.7.1 Clearly incorrect.
- 9.7.2 Substantially incorrect.
- 9.7.3 Generally correct.
- 9.7.4 Clearly correct.
- 9.8 Answers that are “generally correct” or “clearly correct” are defined as indicating competency.
- 9.9 AMA Training will permit Participants who do not achieve a “generally correct” or “clearly correct” outcome on the first assessment to undertake a second and if Participants do not achieve that outcome on the second assessment, a third assessment at no extra cost. AMA Training will notify a Participant of the due date for submission of the second and if necessary, the third assessment at the time of providing it to the Participant.
- 9.10 Participants who do not achieve a “generally correct” or “clearly correct” outcome on the third assessment will be required to re-attend the Module and undertake a new assessment.

10. Certificates and Impairment Assessors List

- 10.1 Upon satisfactory completion of the assessment of a Module, AMA Training will issue the Participant with a certificate of completion.
- 10.2 A soft copy of the certificate can be downloaded from the Learning Management System 24 hours after AMA Training determines that the assessment is satisfactory.
- 10.3 Participants can attend and complete as many specialty Modules as they choose.
- 10.4 The Participant acknowledges and agrees that:
 - 10.4.1 AMA Training is not responsible for the regulation of Permanent Impairment Assessment in New South Wales, including the prescription of requirements, the interpretation, operation and enforcement of relevant laws and the listing of Impairment Assessors.
 - 10.4.2 AMA Training and the SIRA do not and did not prior to the Participant registering for the Module represent or warrant to the Participant that completion of a Module fulfils all or any of the requirements to perform or undertake Permanent Impairment Assessment in New South Wales or as a consequence, entitles the Participant to be listed with the SIRA for that Module and the Participant did not register for a Module in reliance of any such representation or warranty.

11. Privacy

- 11.1 AMA Training will comply with the Australian Privacy Principles (**APPs**) under the Privacy Act 1988 (Cth) (**Privacy Act**) in respect of personal information (as that term is defined in the Privacy Act) collected from the Participant (**Personal Information**) and without limiting the meaning of the previous words will:
 - 11.1.1 Keep the Personal Information secure and accessible only by AMA Training staff;
and



11.1.2 Not disclose any Personal Information to third parties for sales and marketing purposes or for any other purposes not reasonably necessary for or directly related to the provision of NSW Permanent Impairment Assessment Training.

11.2 The Participant acknowledges that to comply with its reporting obligations to SIRA, AMA Training may disclose Personal information to SIRA and the Participant consents to such disclosure.

12. Complaints and Appeals

12.1 Participants may submit academic and non-academic complaints using the Complaint form available on the Website.

12.2 Complaints will be managed according to the procedure detailed in the NSW Permanent Impairment Assessment Training Complaints and Appeal Policy published on the Website.

13. Definitions

In these Terms and Conditions:

13.1 **AMA Training** means Australian Medical Association (Victoria) Limited ACN 064 447 678) of 293 Royal Parade, Parkville, Victoria trading as ‘AMA Training’.

13.2 **Module** means a module in respect of NSW Permanent Impairment Assessment Training conducted or delivered by AMA Training and unless inconsistent with the context, refers to all Modules, including Core and specialty Modules conducted or delivered by face to face, webinar, on line or any other methods.

13.3 **Module Scheduled Date** means in respect of an on line Module (not including a webinar), the due date for the Module assessment and for all other Modules, the date upon which the Module is due to commence.

13.4 **Participant** means an individual who has registered for a Module.

13.5 **SIRA** means the State Insurance Regulatory Authority, New South Wales.

13.6 **Website** means the AMA Training Impairment Assessment Training website <http://www.ama5.com.au>. (SIRA)

Document History

Revision	Date	Description of modifications
1.0	December 2016	Original
2.0	January 2017	Review after feedback received from SIRA
3.0	July 2019	Reviewed after feedback received from SIRA
4.0	February 2020	Reviewed as part of quality review
5.0	June 2020	Reviewed, amended and reformatted in consultation with SIRA

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