



Student Information Guide 2018

Specialised Divisions

- Bookkeeping
- Corporate Finance
- Investment Banking

Investment Banking Institute Pty Ltd

0417 106 625

www.ibi.edu.au

training@ibi.edu.au

RTO (No. 22047)

Level 1
551 Little Lonsdale St
Melbourne, VIC, 3000

Student Information Guide – 1 Feb 2018

Thank you for taking this opportunity to learn more about Investment Banking Institute Pty Ltd (IBI).

IBI is a leader in specialist advisory services training in Australia.

Bookkeeping

Corporate Finance

Investment Banking

Our Student Information Guide 2018 applies to all courses for 2018 (please visit training.gov.au).

This document contains details of IBI policies, procedures and is design as a pre-enrolment guide to each course and governing regulations.

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IBI is an education provider & does not provide any form of legal or financial advice. You will be asked in your enrolment form to confirm that you have read and understood this document so please take your time

All Students of the Investment Banking Institute are classroom workshop student subject to student demand. This IBI Student Information Guide is designed to provide students with a comprehensive understanding of IBI Policies and Procedures & courses prior to enrolling.

Any questions arising from this Student Information Guide 2018 should be addressed directly to the IBI CEO

Mr. Alan D'Andrea (info@ibi.edu.au) or 0417 10 66 25

Investment Banking Institute Pty. Ltd. (ABN: 45 126 400 824)

Tel: 0417 106 625

Level 1
551 Little Lonsdale Street
Melbourne, VIC, 3000
Registered Training Organisation
(ASQA No. 22047)

Australian Skills Quality Authority
(ASQA) (www.asqa.gov.au)

IBI Websites:

www.ibi.edu.au

www.bookkeepingeducation.com.au

Email:

info@ibi.edu.au

info@bookkeepingeducation.com.au

Please visit <http://www.ibi.edu.au/student-information/pre-enrolment-information> prior to enrolling

1. About IBI

IBI, Investment Banking Institute, is a leading Registered Training Organisation (RTO) specializing in the delivery of nationally recognised courses in Bookkeeping and professional investment banking and corporate finance programs.

IBI's current courses cover these areas:

- i. Bookkeeping
- ii. (Excel & MYOB)
- iii. (BAS Agent compliance)
- iv. Professional Programs
- v. Investment Banking Program
- vi. Corporate Finance Program

All Students of the Investment Banking Institute are enrolled as classroom students (unless otherwise stated) .

Standard Enrolment Period means

1. Certificate Courses 12 months : Diploma Courses - 12 months

Course duration shall be extended for Students that have submitted over 50% of their Assessment Booklets, or an extension of 6 months shall be granted if an additional payment of \$1995 is made (unless otherwise agreed to). The number of study hours required to be undertaken by a student per week to complete a particular course shall vary. If the standard course duration is amended so will the number of study hours per week required change.

If the standard course duration is amended so will the number of study hours per week required change. Standard Enrolment Periods may be extended due to changes or transition requirements (e.g. changes to Training Packages or courses) or other compelling reasons. (See IBI Transition Policy)

Please visit <http://www.ibi.edu.au/student-information/pre-enrolment-information> prior to enrolling

Australian Skills Quality Authority (ASQA)

IBI is nationally registered training organisation with Australian Skills Quality Authority (ASQA) (www.asqa.gov.au).

Australian Skills Quality Authority (ASQA) is the national regulator for Australia's vocational education and training sector. ASQA regulates courses and training providers to ensure nationally approved quality standards are met.

Reference: <http://www.asqa.gov.au/>

The key features of ASQA are:

- independence in our regulatory role and in providing advice
- transparency in our regulatory decisions and activities
- collaboration with industry bodies, employers, governments and RTO.

Standards for NVR Registered Training Organisations 2011 - Essential Standards for continuing registration (SNR).

Investment Banking Institute abides by the Australian Quality Training Framework and Australian Skills Quality Authority (ASQA) Standards for National VET Regulator (NVR). The Standards for NVR Registered Training Organisations 2011 are now the standards guiding nationally consistent, high-quality training and assessment services in the vocational education and training system.

NVR SNRs replace the former AQTF standards for RTOs (formerly IBI was subject to the (AQTF) 2010 Standards when registration was held with the VRQA).

IBI's Quality Assurance and Continuous Improvement Policy ensure our courses are of the highest quality in terms of theory, industry practice and skills requirements.

All Students of the Investment Banking Institute are enrolled as classroom workshop students and must attend 12 face to face sessions over the period of the course (unless otherwise agreed)

Please read and understand the pre-enrolment application pack before signing the enrolment application.

IBI Quality & Compliance information is available at www.ibi.edu.au/quality-reports

2. Courses Available

IBI in 2018 currently has the following qualifications available for eligible students via face to face classroom delivery only FNS40215 Certificate IV in Bookkeeping

IBI Difference

IBI qualifications have a practical and transactional focus rather than a theoretical academic orientation. These skills are underpinned with the foundation stones to allow students to practice in the industry.

Realistic case studies and carefully selected reading materials have direct practical application to the real world requirements. The course text remains succinct so as to highlight the core foundations of the course and retain clarity of thought.

IBI also integrates course and assessment materials into other advisory areas such as corporate finance and investment banking to enhance the vocational opportunities in the respective sectors.

3. Government Funding

Since November 2014, IBI has not applied for, has or offers any form of government funding.

4. Training Packages

What is a Training Package?

It is an integrated set of nationally endorsed Competency Standards, Assessment Guidelines and Australian Qualifications Framework (AQF) qualifications for a specific industry, industry sector or enterprise. Training Packages endorsed by the National Quality Council (NQC). The nationally endorsed components include the

1. Competency Standards,
2. Assessment Guidelines and
3. Australian Qualifications Framework (AQF)¹

National competency standards describe the skills needed by people working in all sectors of the industry. The national qualifications show the required packaging of competencies to achieve qualifications in particular areas and at different levels. To achieve a qualification, a person must achieve the full set of units of competence as specified in the Training Package.

The AQF includes Guidelines on Cross-Sector Qualification Linkages that enable students to move from one qualification to another in more efficient and effective learning pathways. Units of Competency describe the skills and knowledge required for effective performance in a particular function or role and combined lead to a formal qualification. Each unit of competency is grouped into elements, a series of work activities or steps directed toward the achievement of the overall outcome of the unit. For each element, there are a number of performance criteria that specify the required level of performance in the workplace. The critical aspects of evidence usually reflect the performance criteria but may contain important, additional information required for demonstration of competence.

The relationship of the elements, performance criteria and critical aspects of evidence to the unit of competency is shown below.

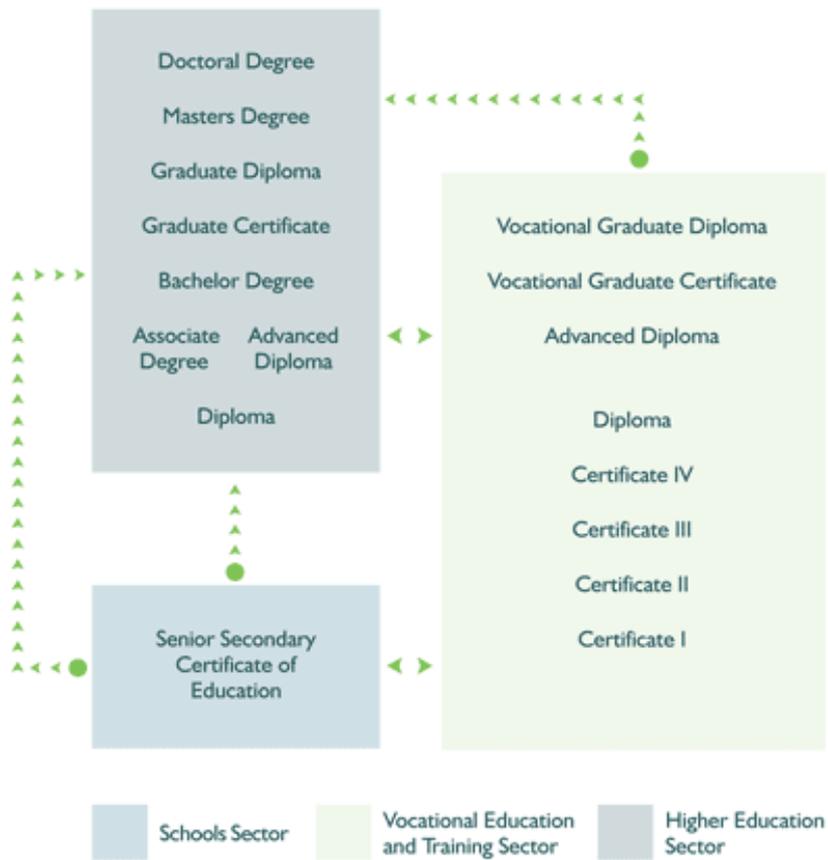
A Unit of Competency is composed of the following

- 1.1 Element 1
 - 1.1.1 Performance Criteria 1
 - 1.1.2 Performance Criteria 2
 - 1.1.3 Performance Criteria 3

A person is considered to be competent when they demonstrate they have the requisite skills and knowledge, and are able to apply them to the level required in the relevant competency standard. A person is considered not yet competent if these elements cannot be demonstrated. You are participating in a course of competency-based training. Qualifications are made up of Units of Competency and these skills and knowledge are divided into related categories that form national competency standards for the financial services industry.

¹ Each Training Package provides details of those units of competency that must be achieved to award AQF qualifications

Australian Qualifications Framework (AQF)



Certificate IV in Bookkeeping (FNS4021₅) (BAS Agent compliance)

Also within the Financial Services training package are our Cert IV Bookkeeping and Accounting qualifications.

Bookkeeping Education Institute (BEI) is a specialized division of IBI that delivers MYOB, accounting, bookkeeping and excel courses. Our Certificate IV in Bookkeeping (FNS40215) allows you to become a certified Bookkeeper and develop an exciting career as a Registered BAS Agent.

Once you have completed our Bookkeeping or Accounting Certificate IV courses, you'll be recognised by the Tax Practitioners Board as having completed the prescribed educational qualification to register as a BAS Agent and fulfill BAS agent responsibilities. You can become a certified Bookkeeper and BAS Agent.

Our new **Certificate IV in Bookkeeping** (FNS40215) course is perfect for those on a career track to move into

- i. the tax advice industry by becoming an authorised Tax Agent or
- ii. accounting advice industry by becoming a CPA or CA or IPA; or
- iii. already in have a career as a contract Bookkeeper; or
- iv. for those new or considering a bookkeeping career.

If you want industry recognition and a nationally recognised bookkeeping certificate due to the government legislative changes for providing BAS services (see **BAS Agent**) then our course is for you. The Certificate IV in Bookkeeping qualification aims to develop your skills in preparing and lodging BAS returns leading to be recognised a certified BAS Agent, as well as:

- i. Establishing and maintaining accounting systems
- ii. Establishing and maintaining payroll systems
- iii. Preparing financial statements and reports
- iv. Maintaining asset and inventory records

Students shall take up to 20 hours a week over a 12 month period to complete this Certificate. During this period students shall be reading, conducting research, performing assessments and managing feedback.

Classroom Workshop attendance is preferred (subject to student numbers) but is available to assist in completing assessments, networking & understanding career opportunities. A further 6 months of course duration is provided if 50% of the assessments have been completed or hardship circumstances require. (see Schedule B)

It is expected that on average, students will have the following study load to complete this course which has 600 study hours taken over 52 weeks will require approximately 12 study hours per week. This will change is the standard course duration period is extended.

FNS40215 - Certificate IV in Bookkeeping

NO.		UNIT
1	CORE	BSBFIA401 Prepare financial reports
2	CORE	BSBITU306 Design and produce business documents
3	CORE	FNSBKG401 Develop and implement policies and procedures relevant to bookkeeping activities
4	CORE	FNSBKG404 Carry out business activity and instalment activity statement tasks
5	CORE	FNSBKG405 Establish and maintain a payroll system
6	CORE	FNSINC401 Apply principles of professional practice to work in the financial services industry
7	ELEC	FNSBKG402 Establish and maintain a cash accounting system
8	ELEC	FNSBKG403 Establish and maintain an accrual accounting system
9	ELEC	FNSACC301 Process financial transactions and extract interim reports
10	ELEC	FNSACC302 Administer subsidiary accounts and ledgers
11	ELEC	BSBWRT301 Write simple documents
12	ELEC	FNSACC404 Prepare financial statements for non-reporting entities
13	ELEC	FNSACC406 Set up and operate a computerised accounting system

4. Course Delivery & Student Resources

Course Delivery

All of IBI courses are delivered to students via face to face classroom delivery only (unless otherwise agreed). BK course will be offered through a platform called "**Google Classroom**"

Subject to student demand, students may attend optional face-to-face classroom workshops which IBI conducts on a periodic basis. IBI Classroom Workshops are designed to provide conceptual clarity of key topics and issues contained in the course content. Workshops are conducted in an environment that promotes discussion and sharing of ideas leading to genuine learning outcomes. It is expected that participants study and work through their Learning Manuals before attending the workshops, bringing with them the main issues that they would like to discuss. Students may select from a range of classroom workshops that are scheduled and published on the IBI website. There will be no limit to the number of times a student can attend the same workshop.

Distance Learning [available only if agreed]

Self-paced learning is ideal if you are remotely located, returning to the industry or just can't take the time off work. If you choose to study purely by Distance Learning you will be assigned an experienced professional Facilitator, who will be available by telephone and email to provide support.

Classroom Workshops

Students can decide to undertake our Classroom Workshops on a face-to-face basis (subject to student demand). Our Classroom Workshop option is a value-added learning tool and is a skill-based program moderated by Facilitators responsible for delivering and assessing knowledge and skills as well as a method to assist in the completion of the Assessment Booklet in a group setting. Students have the option of supplementing their Distance Learning studies by attending a group setting to assist them in the completion of the Assessment Booklet for the purposes of Assessment.

Our interactive classroom based Classroom Workshop Courses are the fastest way to help achieve and complete the Assessment Booklet in a tutorial environment. Training is delivered to small groups of Students in most capital cities every month and are ideal if you are new to the industry, want support and like to network. Our Facilitators are skilled at making the classroom experience interactive, providing real life examples to stimulate interest. (Please note our policy is that to be eligible to attend a Classroom Workshop, You must have received the course material at least 3 weeks prior to the commencement date. Unless you make special pick-up arrangements, this will require enrolling three weeks prior to the commencement date.)

Online Access

IBI does not deliver training online in the strictest sense (see VET e-standards released in Jan 2013) as we only make available our learner resources and assessment booklets online so that they can be downloaded to your computer and submitted electronically by email when completed.

IBI does not

1. Track Students online logins
2. Track Students assessments performed online
3. Allow Students to learn and complete assessments online

IBI online access means there is no online tracking of student login data including date & time of login, duration, activities undertaken whilst online (ie. which documents were opened, downloaded or assessments undertaken and passed). In summary, IBI does not deliver learning and assessment online IBI merely delivers the course materials (learner resources and assessment booklets and allow submission via email) online/download.

Student Resource Requirements

IBI prefers that All Students have access to a computer and a reliable internet connection. All Students can nominate an email account that is accessed on a regular basis. Email is IBI's primary method of contact with Students, however IBI do not email large files.

A free web based email address (eg yahoo / gmail) may be suitable for this purpose, so long as it is checked on a regular basis.

The requirements for Students to successfully complete each Course consist of three types of Content³ General Content, Reference Material, and Assessment Material (Assessment Booklets or Workbooks).

Student Mentor Program

IBI shall assign a mentor to you to assist you in completing the course. Your Mentor shall call you at least once per month (if requested in writing or required) who shall guide you thru any problems that you may have. Mentor should be your first port of call if you are having problems or issues with the course that can be contact by phone or by email.

Online Learning Tools

IBI has a large range of additional learner recourses available to students to help them understand the course and its surrounding industry. These additional resources include

1. Industry reports
2. Articles
3. Research reports
4. Learning tools
5. Videos
6. Financial models

The Nature of the Guarantee

IBI under SNR 22.2 (c) guarantee to deliver the training and/or assessment once the student has commenced study (and submitted assessments) within the required study period in their chosen qualification or course, however, in the event of any unforeseen circumstances, impacting on IBI within the agreed timeframes, arising that this cannot occur, IBI shall assist the student to any entitled refunds and shall search for another suitable VET institution that delivers these courses or services.

Transition

See IBI's Policy on Transition that provides further details to changes to fees and extensions to the Standard Enrolment Period due to introduction of new Training packages or courses, industry demand (eg. new ASIC Regulatory Guide release) or other compelling circumstance impacting your particular course.

Standard Enrolment Period means

- | | |
|---------------------------------------|-----------|
| - Certificate Courses | 12 months |
| - Diploma or Advanced Diploma Courses | 12 months |

³ Any Course Manuals sent shall be by Australia Post upon receipt of full payment unless otherwise agreed to by IBI.

5. Assessment (How you are assessed)

(Refer to IBI Assessments Policy & Procedure)

Assessment Materials is comprised of Assessment Booklet that contains

- Assessment Activities (incl. multiple choice & written questions, Role Plays, Case Studies);
- Responses to Activity Assessments; and

Please read IBI Assessment Policy & Procedure for further information (<http://www.ibi.edu.au/quality-reports>)

If you choose to study by Distance Learning, You will be assigned an advisor that will be available by telephone and email to provide feedback. Once You have completed responses to all assessment activities in the Assessment Booklet, keep a digital copy or photocopy and send the originals to IBI for assessments (preferably by email). Activities are generally assessed within 10 working days. Some activities (e.g. presenting a Statement of Advice to a client) will require You to comply with the instructions in the Assessment Booklets.

The Classroom Workshop delivery mode provides an opportunity for Students to have their knowledge and skills assessed as well as a method to assist in the completion of responses in the Assessment Booklet in a group setting that supplements learning outcomes under the Distance Learning program. Students are required to complete a number of Activities each hour to apply the knowledge and skills gained that is assessed by an Assessor.

Activities are generally assessed during the Course to provide You with timely feedback. If You are deemed 'not yet competent ("NYC")' in an Activity and/or Unit of Competency, You will be provided with personal coaching and given the opportunity to resubmit the Activity. If You are deemed 'not yet competent ("NYC")' in an Activity and/or Unit of Competency, written feedback will be sent back to You to provide with the opportunity to resubmit the Activity.

A Statement of Attainment will be awarded to you only upon being deemed competent in all assessments for that unit of competency. If all necessary units of competency are completed then you shall be issued with qualification certificate.

Appealing an Assessment

In rare instances, it is possible that You may wish to challenge an Assessment outcome by:

- a. speaking with your Assessor in the first instance and if unresolved
- b. making a request in writing to the Head Assessor/Instructor
- c. IBI has a formal Appeals Procedure and Process of copy of which shall be provided to you upon your request.

You have the right to represent yourself at all forums where the issue is being discussed and You will have the matter heard within 5 working days. The outcomes and the reasons for it will be given to You in writing.

6. Flexible Learning & Assessment

IBI is committed to ensuring wide accessibility of its training. As such, IBI recognises that literacy or numeracy problems may not, of themselves, preclude a person from successfully acquiring the competencies associated with any of our courses. Every effort will be made to assess a candidate's ability to carry out all the learning tasks and demonstrate mastery of the program competencies.

Flexible learning and assessment procedures form an integral part of our learning and assessment strategies.

IBI can customize our training and assessments to meet your specific needs and in accordance to the concept of competency-based training. Where possible, the learning activities maybe modified to compensate for trainees with literacy or numeracy skills needs. An initial assessment of a participant's literacy and numeracy skills will be made upon enrolment in a course where it is deemed necessary. If you have any difficulty achieving competency in any module, our assessor/trainer will be happy to discuss the matter and where possible alternative learning/assessment strategies will be provided to you.

IBI strives to offer training and assessment that is accessible and equitable to all individuals. A customization fee shall be liable to be paid by any Client or Student requiring Course customization unless specifically waived by IBI. All customization requires all documents to be included within Course to be delivered to IBI in a suitable digital format and is subject to final approval by IBI in its absolute discretion.

In accordance with SNR if a Course Fee payable by a students is in excess of \$2, 500, then IBI requires payment of a deposit of \$1,000 (at enrolment) and then a \$1,500 payment post enrolment (upon commencement of the course) with the remainder (balance) being paid by the Student prior to completion date.

7.

7. Recognition Pathway

(Refer to IBI RP Policy & Procedure)

Investment Banking Institute (IBI) is aware that many people working in the advisory sectors have gained the knowledge and skills from their previous experience.

In such cases, IBI will consider formally recognising this through a process known as (Recognition of Prior Learning) or simply RPL. If you would like to apply for RPL for a particular unit of study, then you must supply evidence of your prior skills and knowledge needed to achieve the standard of competency required. In addition, you must also demonstrate the currency of those skills and knowledge.

Briefly, the RPL process is as follows:

1. Download the RPL application form from www.ibi.edu.au
2. Complete and submit the following:
 - a. RPL Application form
 - b. Self-assessment for skills and knowledge
 - c. Evidence of prior skills and knowledge
 - d. Evidence of currency of prior skills and knowledge
 - e. RPL application fee (\$500 upfront, non-refundable, plus \$50 per unit of competency, plus \$100 per hour of RPL application assessment time by an IBI Assessor). IBI shall inform any government funded students shall of the ability to receive RPL from approved RPL providers. There are no refunds applicable for RPL once the enrolment has been processed.
3. Upon receipt of the abovementioned items, an interview will be arranged with you.
4. Upon completion of the assessment of your RPL application, you will be advised of the outcome. The success of your application is not guaranteed.

National Recognition

National recognition means recognition by an RTO of the AQF qualifications and statements of attainment issued by all other RTOs, thereby enabling national recognition of the qualifications and statements of attainment issued to any person. Recognition by each state and territory's registering body of the training organisations registered by any other state or territory's registering body and of its registration decisions. Recognition by all state and territory course-accrediting bodies and registering bodies of each other's accredited courses and accreditation decisions.

If you cannot provide evidence of the currency of your skills and knowledge in your nominated units, depending upon the assessment of your application, you may be offered an "Assessment-Only RPL" wherein you can complete the assessment tasks for your nominated units from the comfort of your own home without the need to attend classes. In such a case you will not be provided any learning manuals and are encouraged to research various sources of regulations.

- Start by reviewing the units of study in your chosen course.
- Select the units you are comfortable with in terms of your knowledge and experience in.
- Assessments for the specific units you nominate shall be sent to you
- You will have 30 days to complete each unit selected
- Marking of your submissions will occur within 4 days of submission
- You shall be informed whether you have been assessed as "Competent" or "Not yet competent"
- There are no opportunities to resubmit RPL assessments.
- If you are marked competent, then you will receive a transcript of your results.

Credit Transfer

For credit transfer you must provide formal qualifications that may include certificates, Statements of Attainment and other forms of qualifications. Provided these documents have a corresponding unit code then credit transfer will be granted. If competency for an old unit of study was previously achieved that is not part of the new Training Package course then Credit Transfer shall not be available. If you have any questions regarding the Recognition pathways available including the RPL Process or eligibility for Credit Transfer, please contact IBI by either Email info@ibi.edu.au or Call 0417 106 625. Credit Transfer can occur upon enrolment and/or during the study period to enhance academic efficiency.

8. Fees & Refund Policy

Fees (Refer to IBI Fees & Charges Policy & Procedure)

All Course fees⁷ and Administration fees⁸ are detailed in the [IBI Course Fee Schedule](#).

This Student information Guide and/or in the Student Enrolment Forms that are available on our websites www.ibi.edu.au or related websites, or upon request by emailing info@ibi.edu.au or telephone 0417 106 625.

Fees are payable to Investment Banking Institute Pty. Ltd. and can be paid by Students by:

- credit card, **[IBI does not accept American Express or Diners Club Cards]**
- online electronic transfer to the following banking account details:

Investment Banking Institute Pty. Ltd.
BSB 013247
Account Number 478664332

- or by **cheque** made out to “Investment Banking Institute Pty Ltd”

Please post to:

Investment Banking Institute Pty Ltd
Level 1 555 Little Lonsdale Street,
Melbourne, Victoria 3000

IBI guidelines try to ensure all respective Learner resources are delivered to students at least 4 weeks prior to the commencement of any Classroom Workshops selected by the Student so that the Required Reading can be completed. If the Student desires to accelerate this process on any grounds then IBI in its discretion has flexibility to acknowledge prior learning and/or work experiences subject to receiving independent evidence that supports the reduction in the 4 week timeframe which does not negate the Assessment requirement for the completion of the Required Reading.

Generally, all Course Manuals will be dispatched within 7 Business days of receipt of fees (ie clear funds) and (unless otherwise agreed). A Statement of Attainment will be provided upon successful completion of the Assessment for the Course. All fees must be paid and received in full prior to the issue of the attained qualifications and course materials.

Please note that an enrolment fee includes administration fees and course material fees (includes electronic or hard copy manuals subject to additional payment), but it does include tuition fees (ie. course fee).

⁷ Course Fees (tuition fees) are GST Free (Please see the IBI Fees and Charges Policy & Procedure).

⁸ Administration Fees for courses under GST are inclusive of GST. (Please see IBI Fees and Charges Policy & Procedure)

Refunds

(Refer to IBI Refund Policy & Procedure)

IBI will ensure that all Refunds for courses are completed correctly and in accordance with ASQA and National Vocational Regulator standards (SNR 16.3, 20.1, 20.2, 22.2, 22.3, and 24.1).

All Students are deemed to be enrolled and have commenced the course on the Date of enrollment. All fees must be paid and received in full prior to the issue of any Statements of Attainment and Qualifications, unless otherwise agreed to between the parties in writing. All tuition fees must be paid and received upon enrolment, in exceptional cases in full prior to the issue of the attained qualifications if consented to in writing. An administrative fee of \$100 can be charged if the credit card submitted for payment is declined due to insufficient funds or telegraphic transfer is insufficient.

An administrative fee of \$250 will be charged by IBI on the student if (a) Telegraphic transfer of funds does not occur or is deficient by more than 5% of the total amount or confirmation of payment is not email to IBI or the credit card submitted for payment on the student enrolment form is declined due to insufficient funds.

When an applicant completes, dates and delivers the IBI Student enrolment form a binding Agreement has arisen between the parties subject to various conditions subsequent. This Agreement comes into existence subject to the following conditions:

1. This contract is subject to the laws of Australia & the Courts of the State of Victoria.
2. All refund requests, notifications of withdrawal, deferrals or leaves of absence must be made in writing addressed to the IBI RTO Manager, IBI by the person who has entered into a contract with IBI.
3. Application, accommodation placement and airport reception fees are not refundable in any circumstance. Any payments refunded back to the student will attract a 10% administration charge.
4. All courses undertaken by student will be deemed to be one course, regardless of the start and finish dates.
5. Any approved refund provision will be paid by IBI in the same currency in which the fees were paid, to the person who has entered into a contract with IBI.
6. Where a person who has entered into a contract with IBI and does not start the course or withdraws from the course at any time, IBI will (in addition to those fees specified in clause 3 above) retain the cancellation amounts. All other funds held by IBI will be refunded within four (4) weeks of receipts of a written refund request from the person who has entered into a contract with IBI.
7. No Refund Policy or Grievance Policy of IBI removes the right of a person who has entered into a contract with IBI to pursue other legal remedies including action under Australia's Consumer Protection Law.

REFUND Policy - Before Commencement Date⁹ of Course(s)

- More than 10 weeks (Full Refund minus \$500 admin fee)
- More than 4 weeks & up to 10 weeks (30% tuition fees withheld plus Administration fee of \$500)
- 4 weeks or less (50% tuition fees withheld plus Administration fee of \$500)

REFUND Policy - After Commencement Date Course(s)

- Week 1 (NO REFUND IS AVAILABLE)
- Approved Refund / Withdrawal /Transfer (\$500 admin fee applies) (Exceptional hardship)
- Approved refunds will be paid within 20 days of written request made by student.
- All IBI fees are outlined in our **IBI Course Fee Schedule**. (Please Note: Fees and charges are quoted in Australian dollars and are subject to change without notice.)

⁹ Commencement Date means the earlier of the date the applicant has signed in the IBI Student Enrolment form delivered to IBI or the date Course Materials have sent posted to the Students by IBI or its authorised Agent.

Classroom Workshops (subject to student numbers)

Once a Student has enrolled in a Classroom Workshop, the Student may postpone or defer by providing 10 working days notice in writing by email to admin@ibi.edu.au along with payment of \$150 deferment fee for administration. Non-attendance to a Classroom Workshop will result in fees being forfeited if 10 working days notice is not provided by email to IBI. Where IBI cannot hold a Classroom Workshop at the time(s) nominated by the student on the Student Enrolment Form then IBI will nominate an alternative Classroom Workshop date within 4 weeks of the previously scheduled date.

If an alternative Classroom Workshop date cannot be provided by IBI, then the enrolment will remain a pure Distance Learning program and Students will be entitled to request a refund for any difference in fees as specified on the Student Enrolment Form (if any). In addition, if IBI believes there **shall be insufficient students attending the workshop** then IBI can **postpone the workshop to the next available workshop scheduled or make alternative arrangements** without any rights accruing or obligations arising to any refund entitlement being made to a Student. Any classroom workshop postponement does not amount to a total failure of consideration by IBI. All students are automatically entitled to attend the next available workshop.

Distance Learning [Only available if agreed]

The Assessment Booklet for each Course module must be completed, submitted and received for Assessment within one year from the date on the Student Enrolment Form (unless subject to minimum performance requirements). The Enrolment Period shall commence on the day of enrolment (regardless of the number of Modules enrolled in) by a Student (that is the time periods will run concurrently rather than consecutively). After the end of the enrolment period Students may request an extension period by email to training@ibi.edu.au for consideration (subject to them having completed more than 50% of the assessments already).

If not an extension past the enrolment period will require a payment of \$450.

Standard Enrolment Period means

- Certificate Courses 12 months
- Diploma Course 12 months

Replacement Manuals and Certificates

A replacement fee of \$300 per Course Manual (\$1200 for complete course) and a \$100 per Certificate will be charged. This fee is due and payable **prior to the delivery** of the replacement item in question.

If express postal delivery for Course Manuals or Certificates is required by a Student an additional fee of \$100 shall be payable. Electronic unprintable certified versions of a Student's qualification Certificates are available (in certain circumstances at an additional cost of \$100).

Summary of Charges (inclusive of postage & handling)

Re-enrolment/Extension Charge \$1,999	Re-submission of Assessments/ Skills Assessment \$0
Request for accessing personal information \$50	Private tutoring first hour free (thereafter \$200 per hour)
Replacement of Course Material per \$300 per manual (or \$1200 per course)	Initial Course Materials Fee \$300 (unless undertaken online)
Re-issue of qualifications or Statement of Attainment \$100	Initial Enrolment/Administration Fee (balance of enrolment fee)

9. Academic Misconduct & Disciplinary Procedure

(Refer to IBI Policy)

This policy sets out the minimum behavior standards IBI requires of students insofar as Academic Misconduct and Plagiarism and Collusion

Academic Misconduct refers to behavior that may:

- Disrupt the learning environment,
- Be inappropriate towards a staff member or other student,
- Involve dishonesty or helping others to gain an unfair advantage in assessments,
- Contradicts the Assessment Policies and Procedures set out in this guide,
- Result in misadventure during an examination,
- Plagiarism content from material not referenced in the bibliography,
- Copy another student's work, or
- Involve lodging work completed by another person under your name.

Plagiarism and Collusion

You are not to represent someone else's idea's work as your own.

This includes:

- Not referencing other people's work
- Copies or substantially copies another student's work as your own
- Substantially paraphrasing the course materials in your assessments

You are not to undertake any behavior that purposely undermines a fair and just assessment system including:

- The submission of an assessment that has already been submitted
- Unauthorised access to assessment resources or inappropriate help from another person in relation to assessments

The above policies apply to all students that have undertaken study previously, as well as current and future students.

10. Access, Equity and Anti-discrimination

IBI will not engage in discrimination towards any group or individual in any form, inclusive of; gender, race, nationality, religion, physical or intellectual disability, age, or physical disease where there is no risk to others. This policy applies to all services and operations of the company, including recruitment, assessment, and customer services. IBI will attempt to provide particular services to assist the training outcomes of people with special learning needs, or those facing particular difficulties. However, although IBI will make every effort to accommodate the special needs of individuals, as a matter of ethical conduct it will not enroll a student if it is clear or becomes evident that it would be impossible for the student to successfully complete a particular course. In those circumstances IBI will assist the student in choosing a suitable alternative to ensure that the training needs of the student are met. In accordance, with SNR 16.6 all students/Learners have timely access to current and accurate records of their participation and progress.

11. Welfare and Guidance

IBI recognises that a significant aspect of quality of training programs relies on effective support and management of student and staff welfare. Considering this, IBI is committed to providing both students and staff with adequate access to:

- Educational, vocational, and personal counseling services;
- Guidance and support with financial requirements specifically related to training and education;
- Information relating to OH&S, equal employment opportunity and anti-discrimination policies as is appropriate and relevant; and
- In the event that required support extends beyond IBI's capabilities. IBI will source/give referral information for relevant organisations that supply required support services.

12. Complaints & Appeals

IBI has a documented process for lodging a formal complaint/appeal if such a situation arises. In the event that Students have a grievance, then it should be submitted by email to admin@ibi.edu.au for consideration. In the event you are not satisfied with the outcome, then Students can submit a written appeal to the CEO.

IBI complaints and appeals policy and procedures clearly identifies each of the stages of the process that is available to students:

- Stage 1 – Informal procedures
- Stage 2 – Formal Procedure
- Stage 3 – Appealing a complaints decision
- Stages 4 - External arbitration

For further information refer to IBI Complaints and Appeals Policy & Procedure.

13. Legislative & Regulatory Requirements

(Refer to IBI Compliance with Legislation Policy & Procedure)

IBI abides by the following legislative requirements;

- Standards for Registered Training Organisations (RTOs) 2015
- Australian Skills Quality Authority (ASQA) (formerly VRQA);
- ASIC Act and Regulations;
- Corporations Act and Regulations;
- Occupational Health and Safety Act (2004) and supporting legislation;
- Privacy Act 1988 (Commonwealth);
- Anti-Discrimination Act;
- VET Act;
- Federal Privacy Act (1988); and
- Standards for National VET Regulator (NVR) issued by Australian Skills Quality Authority (ASQA) (formerly AQTF 2010 Standards)

IBI owns and/or licenses all the Intellectual Property rights to all training Content and Materials retaining full copyright (all rights reserved) in Australia. No part of our training services, including Content, Materials, Activities, Assessment Materials and the Student Information Guide may be transmitted in any form or by any means, or copied or reproduced in any form or by any means (whether graphic, electronic or mechanical, including photocopying, printing, recording, or storing in an information retrieval system) without the prior written permission of IBI. All Student records are the property of Investment Banking Institute only (unless otherwise stated). The requirements of the Privacy Act will be strictly adhered to. Licensees for whom Students are authorised representatives to provide financial services may gain access to any student's file but only with the full prior permission from the relevant student.

Students by enrolling in a course grant approval and consent to IBI to

1. collect your town of birth, drivers license number, passport number or Medicare number) or VISA Number (if applicable) and to
2. either confirm your Commonwealth "Unique Student Identifier" (USI) from the appropriate government authority, and if not provided by the Student for IBI to apply for a USI for you.

14. Privacy

(Refer to IBI Privacy & Records management Policy & Procedure)

All student information will be kept strictly confidential as per the requirements of the Privacy Act and will not be released to anyone, other than the student, without the student's express permission. However, common with many commercial websites and business operations, the Company may also collect aggregated information which tells us about you.

For example, we may collect information about the date, time and duration of visits and which pages of the Websites are most commonly accessed. This information is used by us to help to administer and improve the Websites. If you provide your Assessment Booklet (or other information eg. resume) to the Company, we may only make this available to the members of the IBI Group or our authorised Agents only by a reference number and not your name. Personal information collected about you will be used in the course of IBI business. Certain personal information may be required by the Victorian Skills Commission or the Victorian Registration & Qualifications Authority before you can be issued with a Nationally Accredited Qualification.

15. Government Funding

IBI does not offer or have any form of government funding available to students.

16. Disclaimer

IBI and related entities and representatives are not responsible for the results of any action taken by the student and/or their licensee for whom the student is an authorised representative to provide financial services, on the basis of any information in the training materials, nor for any errors and/or omissions. IBI expressly disclaims all and any liability to any persons or corporations in respect of anything and any consequences of anything done or omitted to be done by the student (or any person either undertaking or being involved with facilitating the training materials on behalf of the student, IBI and/or the student's licensee for whom the student is an authorised representative to provide financial services) in reliance, whether whole or partial, upon the whole or any part of the Content of the training materials/training services and any attestations made in Statements of Attainment or formal qualifications awarded by IBI - including those attesting to the ability of the student to provide general or personal advice as per the rules of ASIC Regulatory Guide 146). It is the licensee's responsibility (for whom the student is an authorised representative to provide financial services) to ensure that the student acts within the boundaries of their authorisations and the legal requirements of the Corporations Act and Corporation Regulations for all actions undertaken, including the provision of all financial services to any persons or corporations (which includes providing general and/or personal financial product advice).

IBI do not purport to provide legal or other expert advice in the training materials or its training services and if legal or expert advice is required, then the services of a competent professional legal practitioner should be sought.

17. Course Duration, Deferring, Suspending or Cancelling / Withdrawal of an Enrolment

IBI's standard course duration is 12 months for a certificate course and 12-24 months for a diploma course which may be extended in certain circumstances subject to IBI policies & procedures:

- i. Completion within Expected Duration
- ii. Monitoring Course Progress
- iii. Deferring, Suspending or Cancelling a Student's Enrolment
- iv. Complaints and Appeals
- v. Fees and Charges Policy

A student wishing to **defer an enrolment** must do so prior to the commencement of the course. Students must complete an 'Application to Defer, Suspend or Cancel Enrolment' and submit to the Administration Section. **(refer to Deferring, Suspending or Cancelling of Student's Enrolment Appendix 1).**

Students wishing to **cancel/withdraw** their enrolment must submit an Application to Defer, Suspend or Cancel Enrolment to the Administration Section. **(see Deferring, Suspending or Cancelling of Student's Enrolment Appendix 1).**

IBI is able to **defer** an enrolment, **suspend** (or temporarily suspend) or **cancel/withdraw** a student's enrolment.

18. How to Enrol

To enrol by completing one of the following, please:

1. **Email scanned** - completed student enrolment forms to (03) 9614 2728;
2. **Mail** all completed student enrolment forms to
Investment Banking Institute Pty Ltd
Level 1
555 Little Lonsdale Street
Melbourne, VIC, 3000
Australia
3. Download a Student Enrolment Form and Student Information Guide

Websites:

www.ibi.edu.au

www.bookkeepingeducation.com.au

4. Email

1. info@ibi.edu.au

2. info@bookkeepingeducation.com.au

You agree to be bound by the terms and conditions of this document and confirm you had the opportunity to seek advice and read our Pre-enrolment Information prior to signing our Student Enrolment Form Agreement.

19. Incorporated by reference – see enrolment form

23.1 Definitions

The following definitions apply in the Agreement (including each Schedule and Annexure) unless the context requires otherwise:

Activity means and includes questions, case studies, Role Plays, short answer and multiple choice questions and other assessment tools used to provide skill-based learning outcomes.

Administration Fee means course administration fees and course materials for Government Funded or Full Fee Students. (please see the (Please see the IBI fees and Charges Policy & Procedure)

Agent means authorised third parties that are contracted to perform functions on our behalf including Assessors, credit card processing, postal services, customer service; fulfilment, package delivery, postal mail, Content Management and related services.

Approved Course means course that leads to a formal qualification (Statement of Attainments) as prescribed in the Financial Services Training Package and other Training Packages or under an accredited course.

Approved Program means a professional program delivered and/or offered by the IBI or its authorised agent or other third party provider that do not constitute a formal qualification recognised under a National Training Package

Approved Services means the Approved Course and/or Approved Program of educational training products and services (as specified and approved from time to time) to be offered, delivered or marketed to Visitors and Students under the "IBI" name and logo and related IBI Intellectual Property purchased online or otherwise.

Approved Student means a Student that has executed the Priority Pathways Student Enrolment Form and been approved and accepted by an IBI authorised agent or representative into the selected Priority Pathways and Guaranteed Job Program.

AQF means the Australian Qualifications Framework.

AQTF means the Australian Quality Training Framework.

Australian Skills Quality Authority or (ASQA) means the national regulator of that name that governs VET training in Australia.

Assessment means the assessment process of an Assessor in determining the Competency of a Student by the evidence submitted in the Assessment Booklet (including the Responses to Activities and Case Studies), Role Plays and the Required Readings.

Assessment Booklet means the document that records a Student's Responses to Activity Assessments that is submitted for Assessment by the Student.

Assessment Materials includes the Assessment Booklet, Activity Questions, Responses to Activities and Required Reading.

Assessor means an individual duly qualified to determine and deliver assessment services to IBI or an approved party, that determines whether a Student is competent or not yet competent.

Business Day or **Working Days** or **Day** means a day (other than a Saturday, Sunday or public holiday) on which banks are open for general banking business.

Candidate means **Student** or **Approved Student** that has successfully completed an Approved Course or Approved Program.

Case Study means a problem solving activity that involves a set of facts.

Certification means the non award industry certified program by approved organisations.

Competency or Competence means the judgment by the Assessor that the Student has achieved the standard required under the relevant knowledge and skills expressed in each Unit of Competency for a qualification or part thereof.

Commencement Date means the earlier of the date the applicant has signed the IBI Student Enrolment form or the Course) Materials have sent posted to the Students by IBI or its authorised Agent.

Confidential Information means the information which relates to the Company or its related parties, other member of the Company group, the Business (including, the financial details of each Customer, business model of the Company group) which is disclosed to the Student by or on behalf of the Company or which is otherwise acquired by the Student directly or indirectly from Company or which otherwise comes to the knowledge of the Student, whether the information is in oral, visual or written form or is recorded in any other medium.

Classroom Workshop or Workshops means an intensive skill-based tutorial based program moderated by a interactive Facilitator qualified to deliver and assess Student's knowledge and skills and assist Students in developing Responses to Activities in a group setting.

Content or Material means all of a Course's or a Program's photos, text, pictures, sound, works of authorship, graphics, video, electronic customer details and other data supplied and collected by the parties in digital format or otherwise.

Corporate Advisor means an adviser that delivers financial advice to business and company owners or executives thereof rather than to an individual person in their personal capacity.

Course or Course Content or Program Content means General Content, Reference Material and Assessment Material contained in each respective Course Manual.

Course Manual or Program Manual means a hard copy of the respective Course Content contained in the folder provided to Students directly or indirectly.

Corporate Finance Program means the courses and modules set out in the Corporate Finance Program Student Enrolment Form (as amended from time to time).

Corporate Finance Program Student Enrolment Form means the student enrolment form available from IBI Information Session or as directed by IBI to register for the (non award) program in corporate finance or investment banking.

Credit Transfer means the assessment of the initial course or subject that the individual is using to claim access to, or the award of credit in, the destination course to determine the extent to which it is equivalent to the required learning outcomes, competency outcomes, or standards in a qualification. If a Student is enrolled in more than one course then they hereby consent to IBI to automatically credit transfer equivalent units of competency that enhances academic efficiency. (See IBI Credit Transfer and Recognition of Prior Learning Policies)

Customer or Student or You or Your or Applicant means an independent third party individual that is a Student of the IBI Group and/or IBI and acquires and/or subscribes directly or indirectly to receive Approved Services under a Customer Agreement (deemed to be based on the Term and Conditions set out in the Agreement).

Day or day means (as the context requires) the number of full training days for face to face facilitated workshops subject to completion of Pre-Reading by a Student.

Deposit means the non-refundable payment of the total Fees payable by a **Student** or **Approved Student** for a **Course** or **Program**.

Distance Learning or Distance Education or Correspondence means the education delivery method that Investment Banking Institute or its authorised representative use to deliver Approved Courses and/or Approved Programs to Students, that can be, supplemented by the Classroom Workshops by Students.

Advisory Services means services provided by professionals in the financial markets.

Facilitator or Lecturer or Instructor means an individual approved by IBI to delivery intensive tutorial services to assist Students in developing, understanding and completing the Responses to Activities to the Course and/or Programs.

Fee means amount(s) paid or payable by a Student (or Payor) to IBI or its related party based on the Course or Program selected and enrolled in by a Student.

Foundation Skills Program means the instructor led training program involving the development of employability skills and practical application of the skills and knowledge gained from completing course..

General Support Services are assessor services and related services provided by IBI and its authorised representatives to a Student on submitted Assessments submitted.

General Content means the information provided that satisfies the requisite units of competency under the AQF, AQTF and AQTF Standards (including footnote references).

Graduation Day means the day IBI issues or awards the Qualification and/or statement of attainment and/or Certification to the Student.

IBI or Investment Banking Institute means Investment Banking Institute Pty Ltd (ABN 45 126 400 824) .

Investment Banking Program Student Enrolment Form means the student enrolment form available from IBI Information Session or as directed by IBI to register for the (non-award) program in investment banking.

Identifying Marks means all signs, logos, slogans, designs, colour schemes and patterns and any other features associated with the Company or other member of the IBI Group.

Intellectual Property means any intellectual or industrial property owned, licensed or used by the IBI Group and/or IBI (as amended from time to time) or has been granted any rights in respect of from time to time, including:

- (a) a patent, trademark or service mark, copyright, registered design, trade secret, moral rights or confidential information;
- (b) a licence or other right to use or to grant the use of any of the foregoing or to be the registered proprietor or user of any of the foregoing;
- (c) the Trademarks (registered or unregistered trademarks including "IBI" and other related trademarks);
- (d) the name 'Investment Banking Institute' (and any other names which are substantially similar) or related names;
- (e) the intellectual property attaching to the Website(s); and
- (f) the intellectual property attaching to this Agreement, the and any manuals or other documents provided by or on behalf of the Company.

Information Session means a seminar or event on Courses and Programs of IBI attended by prospective Students.

License or Licence means the non-exclusive agreement or restricted delivery and use of the digital formatted Course Content, (or part thereof) to Students, between any approved LMS provider (or related party) and IBI that allows IBI to terminate in its sole discretion by providing 7 days written notice to the other party.

Instalment Plan or Payment Plan means the payment plan arrangement agreed to between IBI or its authorised agent and the Student to pay a Deposit of approximately 25% and the balance of the Fees over a period of time ranging from 6 months to 24 months.

LMS or Learning Management System means Google Classroom or a electronic learning system or that of an approved supplier of the electronic learning system.

Module(s) or Course Unit(s) means a part or individual unit or module of a Course or Program that collectively comprise a Course Manual or Program Manual.

Professional Programs means **non accredited professional programs including the Investment Banking Program and Corporate Finance Program.**

Password means the 12+ character alphanumeric string that is submitted and accepted together with the User Name by the Website for a Visitor to enter into their Student Care Centre (or as otherwise provided).

NVR means Standards for National VET Regulator (NVR) issued by Australian Skills Quality Authority (ASQA).

Permitted Purpose means the use of the Confidential Information in accordance with the terms and conditions of this Agreement.

Pre-Reading means the reading and re-reading of the Course Manual and related reference materials undertaken by Students prior to the commencement of any Workshops.

Privacy Statement or Privacy Policy means the Company's statement and guidelines as to the privacy obligations pertaining to a Student's Personal Information (To view our Privacy Policy please refer to our Website).

Programs mean the Corporate Finance Program or Investment Banking Program.

Qualification means a qualification issued to a Student once Competency is demonstrated across a set of pre-determined Units of Competency at the required standard as required under the Training Package.

Reference Material includes required reading that supports and complements, the General Content for Students to obtain the competencies required to complete the course by Students (includes general information, reports on the Australian economy, publications from ASIC and other regulatory authorities and industry research and publications (e.g. investment reports, product disclosure statements and research reports);

Response to Activities or Response includes Student's submission(s) and/or resubmission(s) of answers or responses to Activity Questions set out in the Assessment Booklet or as otherwise directed by IBI.

Required Reading or Pre-reading means and includes the reading, pre-reading and analysis of the General Content, Reference Material and Assessment Material.

Role Play means a demonstration of Skills and knowledge in a structured delivery in accordance with the guidelines by a Student to an Assessor in a simulated environment.

RTO or Registered Training Organisation is an organisation that has been registered by a State or Territory recognition authority to deliver training and/or conduct assessments and issue nationally recognised qualifications in accordance with the Australian Quality Training Framework.

Scholarship or Scholarship Program means the scholarship award, granted by IBI, to a successful applicant subject to the Scholarship Award Conditions.

Scholarship Award Conditions means all terms and conditions pertaining to the award of scholarship(s) including commencement within 1 month of written notification of the award (by email), non-transferability, successfully completed within 3 months and subject to payment of other incidental costs (as amended from time to time in the discretion of IBI).

Statement of Attainment means formal certification in the vocational educational training sector by an RTO under the AQTF that a student has achieved partial qualification, one or more units of competency from a Nationally endorsed training package or all the units of competency or modules comprising learning outcomes for an accredited Course that does not meet the requirements for a qualification.

Student or Delegates or You means a visitor to the Website that has completed and/or submitted a completed Student Enrolment Form and agreed to pay and/or paid the respective fees (including Student emails sent and received by IBI or its related parties).

Student Enrolment Forms includes **student enrolment forms for courses** and any other enrolment forms developed from time to time.

Student Enrolment Form means the document that lists personal information that is completed, signed and submitted by a Student that crystallises a legal relationship between Investment Banking Institute Pty Ltd and the **Student** subject to the receipt of payment of Fees.

Student Care Centre or Student Support or Support means the exclusive, private, proprietary, secure, online electronic file and interface (including Student emails sent and received by IBI or its related parties) that provides access and privileges to Students to receive Consultation Services, Assessment feedback, administration services and/or disclose, display, change, update their Personal information (subject to Privacy Regulations), access our information and subscribe to our Support Services online (including the World Wide Web).

Upfront Payment means payment by the Student or Approved Student and/or Payor of the Fees that entitles them to a discount from IBI as amended from time to time.

User Name means the 12+ alphanumeric characters nominated by the individual visitor to the Website that is entered into, submitted by the Student and utilised as the protection mechanism for information contained in the Student's Student Care Centre confidential.

Visitor means an individual person that visits and browses the Website but may or may not be a Student.

Website includes the interface, functionality, Content and Work Product made available on pages under the domain name www.ibi.edu.au and related domains and sub-domains (as amended from time).

WorkConnect or Work Connect means the service that allows Approved Students or Candidates and prospective employers to register on the Website.

WorkConnect Terms and Conditions means the terms and conditions set out in various documents on the IBI Website (as amended from time to time).

WorkConnect Member means a student that is and/or has undertaken an IBI Course.

WorkConnect Associate Member means a individual or prospective employer that has registered on the WorkConnect registry but have not undertaken an IBI Course.

23.2 Interpretation

Headings are for convenience only and do not affect interpretation. The following rules apply unless the context requires otherwise.

- (g) The singular includes the plural and conversely.
- (h) A gender includes all genders.
- (i) If a word or phrase is defined, its other grammatical forms have a corresponding meaning.
- (j) A reference to a person, corporation, trust, partnership, unincorporated body or other entity includes any of them.
- (k) A reference to a Clause, Schedule or Annexure is a reference to a clause of, or a schedule or annexure to, this Agreement.
- (l) A reference to an agreement or document (including a reference to this Agreement) is to the agreement or document as amended, varied, supplemented, novated or replaced, except to the extent prohibited by this Agreement or that other agreement or document and, for the avoidance of doubt, a reference to this Agreement includes the Schedules and Annexures.
- (m) A reference to a party to this Agreement or another agreement or document includes the party's successors, permitted substitutes and permitted assigns (and, where applicable, the party's legal personal representatives).
- (n) A reference to legislation or to a provision of legislation includes a modification or re-enactment of it, a legislative provision substituted for it and a regulation or statutory instrument issued under it.
- (o) A reference to conduct includes an omission, statement or undertaking, whether or not in writing.
- (p) A reference to an agreement includes any undertaking, deed, agreement and legally enforceable arrangement, whether or not in writing, and a reference to a document includes an agreement (as so defined) in writing and any certificate, notice, instrument and document of any kind.
- (q) A reference to dollars and \$ is to Australian currency (unless specified otherwise).
- (r) A reference to a right or obligation of any two or more persons confers that right, or imposes that obligation, as the case may be, jointly and severally.
- (s) The meaning of general words is not limited by specific examples introduced by includes, including, such as, in particular, or for example, or similar expressions.

Nothing in this Agreement is to be interpreted against a party solely on the ground that the party put forward this Agreement or any part of it.

23.3 Consents or approvals

If the doing of any act, matter or thing under this Agreement is dependent on the consent or approval of a party or is within the discretion of a party or if under this Agreement an act, matter or thing may be done by a party, the consent or approval may be given or the discretion may be exercised or the act, matter or thing may be done conditionally or unconditionally or withheld by the party in its absolute discretion unless express provision to the contrary has been made.

23.4 Intellectual Property Rights

The Information displayed on the Website is copyright protected and all rights are reserved by the Company. You may use this Information personally including the temporary copy held in a computer's cache and a sole permanent copy for Your personal reference, the material may not otherwise be used, copied, reproduced, published, stored in a retrieval system, changed or transmitted in any form or by any means in whole or part (except where such use constitutes fair dealing under the Copyright Act or except where expressly permitted to do so) without the prior written approval of the Company or its appropriate approved supplier or licensor.

23.4.1 Company Grants Student a Revocable Restricted Licence to Website

The Company grants to You a revocable restricted license to display our Content on the computer that You access the Website from, but only for, a nonprofit purpose, personal use or for educational purposes only, subject to You and/or Your related party agreeing not to modify the Content or Work Product & to use best endeavors to prevent our copyright being breached.

23.4.2 Trade Marks

Adobe, the Adobe logo, Acrobat and "Get Acrobat Reader" logo are trademarks of Adobe Systems Incorporated, and related intellectual property of Microsoft and Apple Computer © group of companies. Other trademarks may be displayed on the website from time to time which may belong to third parties. No permission has been provided directly or indirectly, to reproduce or publish (by any individual person) other than the restricted license granted hereunder pursuant to this Agreement to the Company's logo and related trademarks. Without the express written permission of the Company no Intellectual Property is to be reproduced by the Student or Visitor.

23.5 Electronic Communication

The Company is a professional education and training provider that delivers Approved Products and Services via the World Wide Web utilising the capabilities of the Internet and electronic mail (email) to operate and conduct arrangements and commercial dealings. You hereby are deemed to agree that the sending of emails is a central procedure/process in conducting these dealings between You and the Company and/or FS Training Australia. To the strongest possible position in law You hereby agree and/or deemed to consent to communicating with the Company electronically (by email), unless otherwise agreed to in writing, and that such form of communication shall satisfy the legal elements to give rise to the creation of a legal contract even if this contract may or may not have been legally executed.

23.6 Governing law

This Material (including this Agreement) shall be governed and construed by the laws applicable to Victoria and Australia and the parties submit to the exclusive jurisdiction of the courts of Victoria and Australia and in respect of any dispute arising under this document or its implementation or enforcement.