

Student Agreement & Indemnity & Refund Policy

Student Agreement:

I have read and agree to the refund policy and student indemnity agreement (below) and agree to be bound by the terms contained in the Code of Practice & Student Handbook which I have received a copy of or have downloaded from the website prior to enrolment (available on our web page at www.securityinstitute.org, also available in hardcopy on request). I declare that I have no mental illness and in the last 5 years, I have not been charged in relation to drug related offences, violence or threatened use of violence and have not been subject to a domestic violence order and do not have any recorded criminal convictions within the last 10 years or unrecorded convictions in the last 5 years that are a disqualifying offence. I also declare (if applying for a firearms Course) that I am eligible to hold a firearms licence.

Provider Cancellation:

Should the organisation cancel any course/training program, students are entitled to a full refund or transfer funds (course credit) to future training. Where a course credit is chosen by the student they will have a period of 6 months to commence training. If they do not commence training or request a refund during this 6 month period where the college has provided opportunities to attend the selected course, the course credit will expire and the student will no longer be eligible for a refund.

Student Cancellation:

In the event that the student wishes to cancel their course/training program conditions will apply. Refunds may be negotiated on the basis of personal hardship or sickness upon provision of substantiation of the claim. Students may be eligible for a pro-rata refund which is dependant upon when they informed the college of their intent to cancel in writing. Refund entitlements are calculated from the day the college received the written advice of cancellation and request for refund. The following conditions apply for pro-rata calculations:

- Course deposits are non-refundable under 14 days before course commencement and this amount is not included in the calculation rates for pro-rata refund payments.
- If a student cancels under 14 days, they may choose to reschedule and all course fees will be held in credit till commencement. Course fees held in credit under these circumstances will expire after 6 months from the original date of enrolment and a refund can not be applied for after the 6 month period.
- Cancellation within 14 – 7 days of date of commencement = 75% refund of the amount paid for the course.
- Cancellation within 6 – day before commencement = 50% refund of the amount paid for the course.
- Cancellation the day of commencement – no pro-rata refund is available. If the student has extenuating circumstances or unforeseen circumstances and those can be validated by documented evidence, a course credit maybe granted and the student may reschedule to commence on the next scheduled course. Example of suitable evidence may include a medical certificate.
- Cancellation during the course: no refund is available on the amount paid. The student will be required if they have not yet done so to pay the balance of their course fees for this course.
- Where extenuating or unforeseen circumstances prevent a student from completing a course after commencement, the student may be entitled to a course credit to complete the training missed at the next scheduled course. Documented evidence must be supplied to support the extenuating circumstances i.e. medical certificate. This course credit expires after 6 months unless otherwise advised in writing by the college or the college does not have the same course scheduled within the next 6 month period. In this circumstance the student may apply for a refund on the basis of personal hardship or sickness upon provision of substantiation of the claim. The student may only be eligible for a refund based on the pro-rata attendance of the course, against the remaining balance of the course. Each student will be assessed on their individual circumstances.
- Where a student does not attend a scheduled day or part of the course and can not provide satisfactory evidence as to why the did not attend, the college may charge the student to attend the missed portion of the course.
- Where an account has been paid using a Credit Card and that transaction incurred a processing fee, the processing fee is not eligible to be refunded. The refund amount calculated will be refunded onto the Credit Card in which it was originally processed.
- Where the account was paid for by a Third Party, the Third Party would be required to request a refund and the refund would be paid to the Third Party not the student.
- Where a Third Party has an account with Security Institute, the course fees must be paid within 30 days from invoice date.
- Where the account was paid by Cheque, Cash, EFTPOS or bank transfer the refund will be processed via Bank Transfer into the recipients nominated account.

Fees will be:

- Kept in a separate account with a recognised banking institution
- Accessed on a week-by-week basis only when the service is rendered
- Not used for any other purpose until clients have commences the program relating to the fees.

Applications for refunds can be made to the Director.

STUDENT AGREEMENT & INDEMNITY

IN CONSIDERATION of the Organiser permitting me to participate in the training course I agree with it as follows:

1. **I UNDERSTAND** that participating in any type of training or course or activity may be **DANGEROUS** and I voluntarily **ACCEPT** the risk of damage consequent upon or arising from my entry as a student, and the use of the Organiser's facilities.
2. **I WILL NOT SUE** the Organisers for any negligence, tort, breach of contractual or any other legal or equitable rights howsoever caused, and this indemnity will extend to and include any damage arising from my competing in a training and from my use of the Organiser's facilities and **I INDEMNIFY** the Organisers in respect of the same.
3. **I WILL** abide by the Rules and Regulations of the Organisers as to the training and to the use of the Organiser's facilities and the directions of the Organisers officials including the right to terminate or cancel my training and the use of the Organisers facilities at any time and for any reason.
4. **THE PERSONAL INFORMATION** I have supplied to the Organiser regarding my qualifications, experience and any other matter associated with the training is true and correct and I have **READ AND UNDERSTOOD** all of the clauses of this agreement before signing the same and before my use of the Organisers facilities or before any competition.
5. **IN THIS AGREEMENT** the following words shall respectively mean: "**the Student**" - the person named as such on this application form on this paper over the page. "**the Organiser**" - the Security Institute (any campus or organisation associated with an Security Institute school or company), the Security Institute Pty Ltd and any teachers, lecturers, instructors, directors, officers, managers, advisors, employees, agents, licensees, sub-contractors, subsidiaries, holding companies, associates and assignees, or any person associated with the company in any way; the Competition venue, company in control of the venue or any company or person authorising the use of the competition venue, its directors, officers, managers, advisors, employees, agents, licensees, sub-contractors, subsidiaries, holding companies, associates and assignees or any person or company associated with the company or person in any way. "**the Organiser's facilities**" - the land and buildings associated with any training or any part of the training, weigh-in, media conference, accommodation or training venue. "**use of the Organiser's facilities**" - the use by the student or his attempted use of the Organiser's facilities whether such use or access is in breach of this agreement or the Organiser's Rules and Regulations or authorised or otherwise and whether intended to be so used or not. "**damage**" - all loss or damage, costs or expenses, whether direct or indirect flowing from any legal liability, claim, demand, right of action, proceedings or judgment of whatever nature and whether arising at law or in equity and whether suffered to the person or property of the Organiser, the Student, or any other person or corporation and whether arising out of or consequent upon the negligence of the Organiser, the Student or otherwise. "**Rules and Regulations**" - the Rules and Regulations are the Rules and Regulations relating to any Training which are available from the Organiser, and include all amendments or alterations to the Rules and Regulations made from time to time.