Australian Institute of **Company Directors**



Terms & Conditions

AMA (WA) AICD Company Directors Course[™] 13 – 17 May 2024

Definitions for the purpose of these Terms and Conditions:

- **AICD** refers to the Australian Institute of Company Directors.
- AMA (WA) refers to the Australian Medical Association (Western Australia).
- **Course** refers to the AICD Company Directors Course run in partnership with the AMA (WA).
- Course Commencement Date refers to the date of the first day of the Course.
- **Course Organiser** refers to the AMA (WA) representatives running the Course in collaboration with AICD.
- Face-to-Face indicates that the course will be conducted in person at an AMA (WA) venue.
- **Facilitator** refers to a contractor retained by AICD to provide the Facilitation Services who accesses the Website and MyLearning in connection with the Facilitation Services including accessing the AICD Materials and materials prepared by AICD for Facilitators to assist in delivery of the Course.
- **MyLearning** refers to the AICD's Learning Management System (LMS) that provides access to all relevant Participant materials and any associated online activities such as discussion forums, virtual classrooms, eLearning courses and assessment submissions where applicable to that Course.
- Participant refers to an individual enrolled in the AMA (WA) AICD Company Directors Course.
- **Participant Code of Conduct** (available at https://www.aicd.com.au/about-aicd/terms-conditions/participant-code-of-conduct.html) refers to the standard of behaviour expected of Participants undertaking the Course, regardless of the course delivery format.
- Website refers to the AICD website located at <u>https://www.aicd.com.au/</u>.

If you proceed to register for this Course, you acknowledge that you have accepted these Terms and Conditions, including any policies referenced or linked within these Terms and Conditions.

1. Participation

- a) Participants acknowledge that AMA (WA) do not accept liability for any financial or other loss, damage, accident, or injury to property or persons; change of schedules, speakers, or topics; or other events not caused by or not within the reasonable control of AMA (WA).
- b) By participating in the Course, you warrant that you will comply with the standards set out in the <u>AICD</u> <u>Participant Code of Conduct</u>.

2. Privacy Policy

- a) AMA (WA) collects, uses, and discloses the Participant's personal information to administer the AICD Company Directors Course in accordance with these Terms and Conditions and the <u>AMA (WA) Privacy</u> <u>Policy</u>.
- b) By registering for the Course, you acknowledge that you have read and understood the <u>AMA (WA)</u> <u>Privacy Policy</u> and the <u>AICD Privacy Policy</u>, as amended from time to time, and agree with and consent to the practices described in both Privacy Policies.
- c) Before the Course Commencement Date, we will share your name, organisation and preferred contact email address with AICD, who will share this information with your facilitators and cohort members to enable peer-to-peer connection. If you do not consent to sharing your email address, please contact us at least ten business days before the Course Commencement Date via email at <u>events@amawa.com.au</u>.
- c) Our events are photographed, and your image may be used for AMA (WA)'s marketing and communications purposes. If you have any concerns about this matter, please email <u>events@amawa.com.au</u>.

3. Course Delivery

- a) The Course Commencement Date is Monday 13 May 2024 and concludes on Friday 17 May 2024 (inclusive).
- d) The Course is face-to-face delivery at an AMA (WA) venue.
- e) Participants must attend the Course in person to participate, and at least four of the five days to be eligible to undertake the assessment. The course assessment includes:
 - i. 1-hour 45-minute open book online quiz, consisting of four long answer questions.
 - ii. 60-minute open book online quiz, consisting of 20 multiple-choice questions.
 - iii. Multi-part case study-based assignment (3,000 words).

4. Course Registration

- a) Registration is subject to receipt of full payment and our confirmation of availability.
- b) To secure your registration, your invoice must be settled in full within seven (7) days of receipt.
- c) Places are limited and will only be reserved upon receipt of payment, pending availability.
- d) The AMA (WA) reserves the right to exercise discretion in accepting Participant registrations.

5. Payment

- a) All prices are quoted in Australia Dollars, exclusive of 10% Goods and Services Tax (GST).
- b) Credit card payments are accepted, or Participants may make payment by electronic funds transfer.
 Following completion of the Participant registration form, an AMA (WA) representative will contact the Participant to finalise payment details.
- c) Places are limited and will only be reserved upon receipt of full payment.

6. Postponement & Cancellation

- a) Subject to these Terms and Conditions, the Course commences on Monday 13 May 2024 and concludes on Friday 17 May 2024 (inclusive).
- b) If the Course is postponed or cancelled due to COVID-19:

- i. If the Course is postponed or cancelled due to changes to rules relating to public gatherings imposed by any authority authorised to impose such rules, Participants will be notified of the new Course dates and the cancellation terms applicable to the new Course dates;
- ii. If the Course is cancelled due to changes to rules relating to public gatherings imposed by any authority authorised to impose such rules, Participants may apply for and receive a partial refund after the payment of Course liabilities and expenses.
- c) If the Course is postponed or cancelled due other circumstances:
 - i. In addition to a postponement or cancellation under the terms of Clause 6b, the Course may be cancelled or postponed due to any unforeseen event that makes it impossible, impracticable, or unadvisable for the Course to proceed on these dates, the AMA (WA) do not accept liability for any financial or other losses arising from or in connection with the Course being cancelled or postponed.
- d) If the Course is postponed, participants will be notified by email and phone of the new Course dates and the cancellation terms applicable to the new Course dates.
- d) If a Participant informs the Course Organiser via email at <u>events@amawa.com.au</u> within 14 days of receiving notification about new course dates that they are unable to attend the rescheduled course, a full refund will be issued.
- e) If the Course is cancelled under the terms of this clause, Participants will be notified and may apply for and receive a refund by emailing <u>events@amawa.com.au</u>.

7. Participant Cancellation

- a) Participants may cancel their Course registration by emailing <u>events@amawa.com.au</u>.
- b) For cancellations received on or before 5pm (AWST) on 1 March 2024, a full refund will be issued.
- f) No refunds will be provided for cancellations received after 5pm (AWST) on 1 March 2024.

8. Participant Substitution

- a) Participants may request to substitute another person to attend in their place up until 1 March 2024.
- b) Substitutions received after 5pm (AWST) on 1 March 2024 will not be accepted.

9. Photography and Videography

a) Course sessions may be recorded and photographed, and your image or recording may be used for the AMA (WA)'s marketing and communications purposes. If you have any concerns about this matter, please email <u>events@amawa.com.au</u>.

10. Use of AICD Materials

- a) Materials and content made available to Participants is subject to copyright and other rights owned by AICD or its licensors. All such material is protected by the Copyright Act 1968 (Cth) and other international copyright and intellectual property laws.
- b) You may only use the materials and content for your own private non-commercial use. No part of the materials and content covered by copyright should be copied, reproduced, modified, distributed, transmitted, or republished in any form or by any means without the written permission of the AICD.

11. General

a) Any failure or delay by AMA (WA) to enforce the applicable terms does not affect or waive the rights of AMA (WA) under these Terms and Conditions.