



Head Office: 116 Maidstone Road, P/o Box 1624, KERSBROOK, SA, 5231

AgriFood Skill Centre: 91 John Street, Salisbury South Australia, 5108

www.iifp.sa.edu.au | email: customerservice@iifp.sa.edu.au Ph: office: 08 8258 4042

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Independent Institute

A flexible & innovative approach to industry training & development

TERMS AND CONDITIONS

to be read in conjunction with a Participant enrolment form or an Enterprise IIFPVITA pt1 agreement

1. GENERAL CONDITIONS

- 1.1. IIFP will provide training and assessment services to the learner or for an employer and their employee in individuals training course as in line with this Learner Handbook and information provided in printed material and also available on the IIFP web site www.IIFP.sa.edu.au. Training and consulting programs are complex services and IIFP assumes that the client is fully aware of the services and process involved when they accept this Agreement.
- 1.2. IIFP reserves all intellectual property rights in connection to the services and products provided under this Agreement, including rights to all work developed and used as part of the Agreement. The intellectual property rights may include but are not limited to copyright, trademarks – registered and unregistered, work practices, methods, designs, concepts and trade practices. Use of any IIFP intellectual property outside the scope of this Agreement, or after termination of the agreement, is strictly prohibited.
- 1.3. IIFP will ensure that the required training is scheduled during the contract term and will keep the client informed of non-attendance, non-completion or avoidance of skills development and/or theory work on the learner / trainees part.
- 1.4. The services can only be successful with full participation of the client / employer / site supervisors / employees. The client acknowledges this, and will make every effort reasonable and possible for IIFP to successfully deliver the services.
- 1.5. It is the employer's responsibility to ensure that learners attend all training sessions and are able to practice developing skills as required within their training plan. Where the employer has agreed to offsite face to face training in the VITA pt1 Agreement they must allow their attendance.
- 1.6. Where participants consistently do not attend scheduled visits / classes or are not developing skills at a rate required to complete the qualification, then IIFP is obliged to report this to the Apprenticeship Centre and/or relevant state body for monitoring. This may result in a suspension or termination of the traineeship. IIFP policy is to report to the relevant regulatory body if a learner's attendance falls below a standard so that it will be difficult for the qualification to be achieved within the required / agreed timeframe due the fault of the employer continually delaying the process.
- 1.7. IIFP will inform the client (if IIFP is required by the client) to schedule additional classes or one-on-one tuition to complete the training sessions, then the additional fee if listed in the schedule will be applied unless it is a Government Funded FEE FREE course or exceeds the maximum Government Funding maximum fee allowed, in both cases other departmental reporting measures will be undertaken to resolve the issue.
- 1.8. IIFP requests, that where possible, notice of a minimum 48 hrs be given by the client of postponement of a scheduled training session. IIFP will waive the standard notice period / cancellation fee in the event of unforeseen or extenuating circumstances. The above, notwithstanding, if IIFP is not given enough time to cancel the trainers services or the trainer is in transit to the training site, any trainer expenses incurred by IIFP will be passed on to the client at cost.

Every effort is made to confirm sessions prior to the next planned visit and it is therefore reasonable to inform your training & assessor consultant that the visit or attendance is unable to proceed.
- 1.9. RPL / RCC. If Assessment services are provided prior to a contract of training traineeship and the traineeship does not proceed, IIFP is to be reimbursed the costs of the assessment time. RPL/RCC is an integrated part of a Fee For Service delivery strategy for Existing Workers with courses priced accordingly. There will be no fee reduction for workers awarded RPL/RCC credits.
- 1.10. The client agrees to pay IIFP the consideration as noted in clause 2 below and as required by the Schedule of Charges listed either on an enrolment form, an Enterprise IIFPVITA Pt1 agreement (Formerly VETA) or an agreed revise schedule, and to receive these services from IIFP in an on-going manner.
- 1.11. The term of this agreement shall commence from the Date of the Enrolment form or IIFPVITA Pt1 is endorsed by IIFPAdmin or the CEO.
- 1.12. This Agreement may be altered and up-dated by IIFP from time to time, and these terms and conditions may be varied at IIFP's discretion with consultation with the client. IIFP will provide variations to the client with 14 days' notice in writing; unless government effected changes / requirements on IIFP make this unachievable. If IIFP does not receive a written cancellation of an Agreement, IIFP shall reasonably assume that the client has agreed to the variation.

2. FEES & REFUNDS

- 2.1. The client shall pay the deposits, course fees (unless exempt at level I or II under Government Funding) & incidental materials fees, as outlined in the Schedule of Charges & or Participant enrolment form. **Payment is required within 14 days of the date of any invoice issued by IIFP.** Fees will not exceed \$1,000.00 at enrolment and subsequent fees required in advance will not exceed \$1,500.00 for each instalment. IIFP may alter fees by providing written notification to the client within 14 days.
- 2.2. Special arrangements can be made for *extension of terms or instalments* to coincide with an enrolment or application.
- 2.3. An administrative fee of \$50.00 per refund will apply for the provision of a client/learner initiated refund.
- 2.4. Any invoice or an instalment due date, which is not paid within 7 days of its due date, and no prior arrangements for late payment has been made for extension of terms within 7 days of that due date, then IIFP reserves the right to discontinue training until payments are up to date **and levy a charge of 1.5%**, plus a further 1.5% for each additional 30 days between such due date and payment. (or as scheduled by the CEO)
- 2.5. The Policies on Refunds and Fee Exemptions apply to this agreement and are up-dated as required by government policy. Please refer to the web-site for the latest version that applies to your courses.
- 2.6. Should the training of a learner be cancelled prior to final payment for training, the client will be invoiced for costs of training already attended by the learner at a pro-rata fee, based on the agreed fee-for-service costs.
- 2.7. Parchments will be issued free of charge during the contract or enrolled period. Replacement parchment, if required, will attract a \$60.00 fee.

3. LIMITATION OF LIABILITY

- 3.1. Subject to 4.1, to the maximum extent permitted by law, IIFP gives no warranties, and shall have no liability to the client in relation to:
- 3.2. Use or implementation of IIFP's training systems and products and resulting staff performance or lack thereof;
- 3.3. Unsuitability of the training for any specific purpose;
- 3.4. Any other liability relating to the training or outcomes from the training;
- 3.5. The implementation of any advice, referral, system or idea that IIFP may provide during, after or as part of providing the service.
- 3.6. Without limiting the foregoing provisions of this clause 4, neither IIFP, its Team members, nor Associate Consultants shall have any liability in relation to any indirect or consequential loss, relating to any of the services provided.

4. TERMINATION

- 4.1. The Client or IIFP shall be free to terminate this agreement with 90 days written notice.
- 4.2. If the Client terminates this Agreement, IIFP shall issue a Tax Invoice, and the client shall pay any and all monies outstanding and due within 7 days of the date the Tax Invoice.
- 4.3. IN NO EVENT shall IIFP's liabilities under this agreement exceed the sum of any amounts paid hereunder by the client to IIFP.

5. GENERAL RESPONSIBILITIES OF BOTH PARTIES

- 5.1. Refer to further text within this Learner / Client Information Handbook, the Participant enrolment form, IIFPVITA Pt1 agreement and / or any other signed contractual documents entered into by both parties.

6. GRIEVANCE, REFUND AND OTHER ADDITIONAL POLICIES & PROCEDURES

Refer to further text within this Learner / Client Information Handbook, the Participant enrolment form, IIFPVITA Pt1 agreement and / or any other signed contractual documents entered into by both parties, IIFP website www.IIFP.sa.edu.au or contact customerservice@IIFP.sa.edu.au or phone / fax ADMIN 08 8258 4042

APPROVAL, REVIEW & VALIDATION

This policy was last reviewed by the CEO and Team members in February 2018.

This policy has been approved by Independent Institute (IIFP).

Stephan Knoll

Chief Executive Officer