

TERMS

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ATTENDANCE

Students are required to attend 90% of hours of any course to fulfil the attendance requirements of the qualifications we offer (*and to experience the best outcomes from the trainings/events which are not formally assessed*).

DISCLAIMER/TESTIMONIALS

Testimonials, case studies and examples are real and reflect specific individuals' experiences and are not intended as any form of guarantee. Earnings and income statements shared by us, are authentic results from us, our students/clients and aspirational examples of what is possible.

Results and individual outcomes will vary. The results shared may reflect years of testing and experience, and we cannot guarantee similar outcomes for you. Our training is not intended as, nor does it present itself as a 'get rich quick' program, nor do we promise overnight success. Success requires dedication, hard work, integrity and skill development. By law, we cannot and do not make guarantees about your ability to achieve results or earn income using our products, services, or recommendations. References, testimonials, and examples provided are authentically captured and real but strictly for illustrative purposes. Your results will depend on factors such as your background, experience and effort. All business endeavours involve risk and require consistent effort.

DEBT COLLECTION

In the event that Kinesiology Business School Pty Ltd has to engage a debt collection or legal services for users of the website, the extra costs of the debt collector/lawyer will be passed on to the learner/website user.

RECOGNITION:

Kinesiology Business School Trading Pty Ltd/The Acceleration Institute for Natural Therapists Pty Ltd CK qualifications are recognised by the following international associations:

- Australian Kinesiology Association (*AKA*),
- Australian Institute of Kinesiologists (*AIK*)
- Kinesiology Association of Ireland (*KAI*)
- Kinesiology Association of New Zealand (*KANZ*)
- the International Institute for Complimentary Therapists (*IICT*).

WORKBOOK/MANUAL/BOOK REFUND POLICY

Kinesiology Business School Pty Ltd has the following policy for manuals/workbook/books:

- Manuals/workbooks are typically printed by our third-party international printer (*located closest to you supplied address*).
- No refunds for manuals/workbooks once an enrolment has been processed (*this cost may form part of our non-refundable deposit*).
- Should a manual arrive with significant printing issues, you are required to record film/take a photo (*as evidence*) and email that to us (*for us to provide to our printer so they can rectify that for you/us and replace it - at no additional charge to you*).
- Should a replacement manual/workbook be administered, you will either be asked to return your item or destroy your faulty copy. (*You will be advised about what to do by us on a case-by-case basis.*)
- Manual/workbook upgrades and new editions are typically released every 1-2 years and may be available for purchase from us throughout the year (*ask us at any time*).

FEES AND PAYMENTS

As a condition of any purchase you make on the website, you shall pay Kinesiology Business School Trading Pty Ltd all applicable fees and taxes in compliance with both Australian law and the laws of your country of residence. *We (and/or our third-party payment processor)* shall authorise your credit card, bank account or other approved payment method you provided during the registration process for the full payment of the fees and any applicable taxes. You must provide current, complete and accurate information when transacting with us.

Due to the nature of the service we offer, combined with the time commitment, care and energy required to be able to facilitate each class series and/or private session work, the catered and exclusive 'seating'/availability is designated well in advance, so both course scheduling and private sessions options/availability are strictly limited each year. Because of this, materials, courses, programs, training/support days, events, classes, workshops and sessions must be paid in full prior to the commencement of your training service or session.

Some of our private sessions/mentoring and short courses allow you to make smaller payment instalments (*via PayPal Pay in 4*) and all of these are subject to our terms and conditions and cancellation policy without exception.

CHANGE OF NAME/ADDRESS/TELEPHONE NUMBER

You must promptly update all contact information to keep your student/client file current, complete and accurate. Upon change of name, email/address or telephone number, the student is required to notify Kinesiology Business School Trading Pty Ltd (*and related entities*) with the relevant information. The change must be advised in writing stating the previous address/details, as well as the new details.

No responsibility will be accepted by Kinesiology Business School Trading Pty Ltd for student failure to follow the above procedure (*e.g. workbooks/certificates being sent to an incorrect/old address will incur additional postage costs and/or reprinting fees*).

PAYMENT PLANS

In specific circumstances, a payment plan may have been agreed to and made available for you. The details are agreed to by both parties at the time of enrolment and are legally binding when the agreement is made. All email communication at that time is considered part of a contract for entering the payment plan agreement confirming offer and mutual acceptance. Once agreed to, any late payments incur a \$25AUD late fee per week (*each week you are late*), payable upon your next due payment cycle (*in addition to the agreed amount to be paid*).

Should an instalment be later than 30 days, it is understood and agreed that this is deemed a breach of contract. The details, along with the outstanding account of this breached contract, will be on sold to a third-party (*debt collector*) to recoup total remaining funds for the entire outstanding amount. It is understood that by creating any form of payment plan, it is an enforceable binding legal commitment and you give automatic permission for your details to be passed on to a third-party for the purposes of fund recovery should this be required.

We reserve the right to discontinue your training//support day/event/course/class/workshop/s immediately should your financial obligations not be met; at such time no refund, transfer or future training/service with/by us will be offered/available for you.

COURSE REGISTRATION CONDITIONS

Training/support day/events/course/class/workshop/service fees are typically not transferable (*see the specific terms around this e.g. CANCELLATION POLICY, STANDARD TERMS, COURSE FEES, FEES AND PAYMENTS*). The principal reserves the right to refuse the enrolment/application to enrol, of any student and subsequent fees (*less administration fees/any non-refundable deposits*) will be returned to the applicant. If the applicant is under the age of 18, a parent or guardian's signature is necessary to register and attend. When opting for a holding deposit option (*to reserve a limited seat or hold a special price/offer*), a deposit that is non-refundable is required at the time of registration.

Payment in full is required to secure your place in a class or program (*see details under PAYMENT TYPES, STANDARD TERMS, COURSE FEES, FEES AND PAYMENTS*). Payment plan options are available; however, full payment is required prior to your start date (*unless a written agreement has been authorised by us prior*).

Occasionally, extended student payment plans may be available to you in certain circumstances. In such cases, it is understood that an instalment option may result in the total training/support day/events/course/class/workshop fee being made slightly higher than when

paying in full. However, when choosing this option, do note that your full payment is still due prior to your start date.

Regarding special offers, there is often an expiry period on all 'discounts' (*refer to the specific terms and conditions of the offer*) - if you register for a special offer and do not meet the terms e.g. pay in full at the time/pay before a set date etc. your offer/discount will be void and you understand the full rate will need to be paid in order to attend the class/session. (*See the specific Ts and Cs of any offer.*)

Failing to complete payment in full prior to allocated enrolment closing date may render you unable to attend the class and it is understood that any fees paid will be forfeited. Your full payment is required no less than 14 days prior to training/support day/events/course/class/workshop commencement OR in a situation whereby all seats have been sold into the particular class – whichever comes first (*as are our terms around seat/placement reservation*).

As soon as all seats/places have been filled, we will notify you immediately so you can make arrangements to finalise your payment, which must be finalised within 72 hours of the notification from us. Failing to meet these requirements may result in you forfeiting your place in the class and any holding deposit. Contact us for any concerns around this. Cancellation fee applies. (*Please see below for information.*)

RECOGNITION OF PRIOR LEARNING (RPL)

Recognition of Prior Learning (*RPL*) is not available for any of our current training/support day/events/course/class/workshops/services.

PAYMENT TYPES

Pay in full (*PIF*): pay your training/support day/event/course/class/workshop/s in full via PayPal, credit card, Bankcard, or by a recognised third-party financial institution to us/direct deposit. (*Please email us to discuss if a direct deposit is your preference and we will get in touch with you.*)

PIF special offers are often available. If a special price/offer is accepted by a student under this term 'PIF', payments cannot then be changed to a payment plan and remain at the special price. (*A payment plan may have a different price point, in which case the offer will lapse and revert to the standard pricing.*)

Payment plans may be available for you depending on circumstances; please ask. We do not accept personal cheques or postal money orders.

Training/support day/event/course/class/workshop/session fees can change from time to time, so please check back to our website regularly for the latest prices.

ASSESSMENTS

The majority consist of our trainings/courses/classes and workshops have some form of assessment. These can be comprised of any or all of the following elements: practical, theory, assignments, case-studies and/or written/verbal assessments.

Any assignments, case-studies, logbooks, workbooks and assessments are all to be completed outside of class times.

No training/event/course/class/workshop hours can contribute to workbook/logbook completion except for the cases of CK Support Days whereby those hours are able to be used to contribute towards the completion of a workbook/logbook hours.

Should a formal assessment be opted for, students are required to sit all assessments at the time designated by their trainer/the principal. Any student failing to comply with examination protocol (*which includes cheating*) will face disciplinary action, including but not limited to forfeiting eligibility to become formally qualified.

WORKBOOKS/LOGBOOKS/CASE STUDIES

Where case studies, workbooks/logbooks and assignments form part of the training/event/course/class/workshop qualification criteria, these must be handed to the trainer/emailed directly to us **prior to the specific training's deadline** and confirmation of receipt must be attained by you from us verbally or in writing (*these assessment elements must not be given to/emailed to anybody other than the principal/your trainer.*)

STUDENT CONDUCT AND ETIQUETTE

Kinesiology Business School Trading Pty Ltd expects students enrolled in all trainings/support days/events/courses/classes/workshops/sessions to behave in a professional, courteous, dignified and appropriate manner at all times.

Students exhibiting certain behaviours and found to be guilty of them will be given notice of expulsion in writing. **Fees will not be refunded.**

These behaviours include:

- being rude, or discourteous to a trainer/principal or any other member of the staff
- being disrespectful/intimidating to another student/trainer
- causing any disruption in class
- engaging in misconduct deemed unsuitable or unprofessional (*including but not limited to cheating in assessments or verbally expressing intention of unethical behaviour regarding our IP e.g. implying use of our IP without qualification and authorisation*).

Stealing/illegal use of our IP/material (*on social media, with the public, members of our own community or otherwise*) or any breach of training/event/course/class/workshop agreements/the formalised ethics etc, will result in instant expulsion from training/support day/event/course/class/workshop. Fees shall not be refunded to the student under these circumstances and we will exercise the right to refuse all/any future service/training in such cases. Where warranted, we will proceed with legal action. Any student who does not abide by the ethics, policies and procedures will be unwelcome and asked to leave the specific training/support day/event/course/class/workshop and may be banned from attending all future trainings/services.

NOTE: Under these circumstances, a student may have a right of appeal to the company. Such right of appeal must be requested in writing to the principal within seven business days of written notice of the suspension or expulsion. If a matter is not resolved, the principal reserves the right to discharge the student from the services of the company. The decision of the principal shall be final and binding upon all parties. No refund will be given.

REFUND POLICY CANCELLATIONS OF TRAINING/SUPPORT DAY/EVENT/COURSE/CLASS/WORKSHOP/CLASS BY US

Kinesiology Business School Trading Pty Ltd and related entities, offers a fair and reasonable refund policy. The policy is outlined both within the pre-enrolment information and online and can also be discussed prior to enrolment.

As Kinesiology Business School Trading Pty Ltd regularly run training/support day/events/course/class/workshops across Australia and internationally, students in each city are required to be responsible for arranging their own schedules/reschedules independently and immediately whereby a cancellation or change to training/support day/events/course/class/workshops and/or assessment is required. *(We will not actively follow up to organise your schedule; you are responsible for meeting the set deadlines for your specific cohorts.)*

Kinesiology Business School Trading Pty Ltd will safeguard any money paid by you in advance for a training/support day/events/course/class/workshop/session.

Kinesiology Business School Trading Pty Ltd will refund fees paid by you in full *(less our administration fee and standard non-refundable deposit along with any bank/financial institution service fees - typically 2.9-5%)* in the rare event that we cancel or discontinue, or refuse your application into a training/session/support day/events/course/class/workshops *(in which case however, should materials have been ordered for you/administered, fees will apply for those)*.

In the rare event that we need to cancel a training/session/support day/event/course/class/workshop, you will be offered options for either an exact transfer at a specified later date, or a full refund at the time *(depending on the reason for our cancelling)* noting:

- If you opt to be refunded at the time of us cancelling your training/session/support day/event/course/class/workshop/or your enrolment into a training/support day/event/course/class/workshop, we will endeavour to refund you via the same means your payment was made. If unable to do so, we will request your bank details in order to process any refund via a direct deposit into a verified/nominated bank account/or utilise an international platform such as PayPal *(with consideration of the lowest fee for service being the preferred method and determining factor)*.
- After an announcement of any cancellation by us, you are solely responsible for requesting a refund/transfer *(as these options are offered for you to decide between and only you can make this choice after taking some time to review your options)*.
- You **MUST** consider your options and contact us via email to accept this transfer or refund within 14-days following notification of cancellation of your class to validate

this option. *(Failing to provide a request for a refund is an automatic assumption of and fee transfer and will be treated as such.)*

- After 12-months, any unclaimed fees that you do not formally *(by email)* allocate to complete the training/session/support day/event/course/class/workshop via transfer, will be forfeited entirely. *(Your transfer MUST be set/allocated to a specific date occurring within the 12 months following the originally scheduled class, no exceptions.)*
- Request for a refund is valid for redeeming/claiming for up to 14 days only following cancellation by us. *(After this two-week window a transfer is automatically assumed and recorded as your preference.)*

REFUND POLICY CANCELATION OF ENROLMENT BY STUDENT

Kinesiology Business School Trading Pty Ltd and related entities, offers a fair and reasonable refund policy. The policy is outlined within the pre-enrolment information and can be discussed prior to enrolment also.

Trainings/session/support days/events/courses/classes/workshop fees shall not be refunded/nor partially refunded to the student/site user under any circumstances unless:

- Kinesiology Business School Trading Pty Ltd and related entities cancels or discontinues a training/session/support day/events/course/class/workshop for a specific student/cohort. *(However, if you have already received material, fees will apply, so a partial refund may only be available in such cases.)*
- A student formally withdraws prior to the training/support day/events/course/class/workshop start date due to serious illness *(provides a medical certificate to us)*. The company will then refund any payments made after the initial non-refundable deposit with 25% of fees still payable. In the case of serious illness, a transfer may be preferred/opted for to preserve any paid funds. *(Different terms exist for cancellation of assessments for qualification purposes, see assessment terms.)*
- A student complies with our designated cancellation window and withdraws with written notice more than 60 days prior to the commencement of the training/support day/event/course/class/workshop *(less our standard non-refundable deposit)*.

STANDARD TERMS

- Should you withdraw for any other reason other than serious illness, with less than 60 days' notice, note that you will forfeit 50% of your training/support day/event/course/class/workshop cost.
- If you have started the face-to-face/in-person/Zoom element of a training/support day/event/course/class/workshop inside those 60 days, you will forfeit all fees paid.
- Students who have left the training/support day/event/course/class/workshop without a valid medical reason and doctor's certificate or who leave outside of the cancellation window *(that is at any point inside of the 60 days prior to and/or after class has commenced)*, will be liable for remainder of fees owing *(should a payment plan have been arranged)*. **In this case, courses fees are not transferable.**

COURSE FEES

A non-refundable \$500 deposit/enrolment fee is required for all trainings/support days/events/courses/class/workshops as listed online.

Once the learner has received any materials, the full amount is payable.

Once a training/support day/event/course/class/workshop series has started, no refunds, transfers/single day/multi-day or event credits are available.

If the learner leaves the training/support day/event/course/class/workshop before it has ended for any reason and has received learning material/s and has started the face-to-face/Zoom element, the full amount is still payable.

If the learner has received any material/s before the face-to-face/Zoom element has taken place and chooses not to attend, 50% of the full fee is still payable.

If you fail to commence the training/support day/event/course/class/workshop you will forfeit all fees paid.

NOTE: Within specific criteria (*denoted below*), the learner may be entitled to attend the training/support day/event/course/class/workshop at an alternate date at no extra charge.

Please read carefully:

If choosing to cancel your training/support day/event/course/class/workshop, please note the following conditions apply:

- There is a 60-day cancellation window that exists prior to a training/support day/event/course/class/workshop.
- If you cancel within 60 days of your training/support day/event/course/class/workshop start date, no refund or transfer is available.
- If cancelling more than 60 days prior to the set training/support day/event/course/class/workshop date:
 - A refund is available (*less administration fees and non-refundable deposit*).
 - A transfer of fees is also available and may be done **once only**.
 - The class transferred to, **must be completed within 12-months of the original training/support day/event/course/class/workshop date**.
 - Once transfer agreement made, additional transfer requests are not permitted (*at any time*).
 - If transfer opted and you fail to attend (*that second series*), all fees are payable, all fees paid are forfeited and no further transfers can be made.
 - Any type of transfer is only valid for the same type (*i.e. training/support day/event/course/class/workshop*), set at a different date.

Kinesiology Business School Pty Ltd will safeguard any money paid by you in advance for a training/support day/event/course/class/workshop. However, certain terms exist regarding cancellations, depending on which side of our cancellation window date your cancellation falls. (***Please be aware of this.***)

By choosing to cancel your training/support day/event/course/class/workshop outside of the specified cancellation window (*and before the face-to-face/Zoom training has started*), you accept that no transfer is available and 50% of the full fee is still payable (*including the non-refundable deposit*).

If you have started the face-to-face/in-person/Zoom element of a training/support day/event/course/class/workshop, by cancelling outside of the cancellation window, **you will forfeit all fees paid.**

By choosing to cancel inside of the cancellation window there are options for refunds and/or transfers.

IMPORTANT: For a transfer or refund under these conditions, you are required to email us a minimum of 60 days prior to the scheduled date of the training/support day/event/course/class/workshop you are registered for - no exceptions. AND your preference for your credit needs to be completed at the same time in the same email. (*This includes an actual organised, confirmed and allocated training/support day/event/course/class/workshop transfer date to hold your place in your new training/support day/event/course/class/workshop. Within this email also, you are to provide us your directives for refunding should that be your preference instead.*)

Due to schedule restrictions and limited seating - failing to complete a confirmed transfer at the time of cancelling will void any credit for a class transfer. (*If you are unable to commit to a reallocation, to ensure fairness, a refund is advised in this case. Therefore, this needs to be formally communicated prior to the 60-day cancellation window.*)

Each training/support day/event/course/class/workshop series is set in blocks. **The notice period for the 60 days, is counted as the 60 days prior to day one of your specific training/support day/event/course/class/workshop series.**

FOR CLARIFICATION AROUND CKI TIMING GUIDE.

With CKI, the training includes eight weeks of 'Pretraining'. Please note, our 60-day cancellation window, in this case, is 60 days BEFORE the Pretraining period starts. (*Materials will likely have been ordered/administered and venue hire/time blocking and other expenses would have been paid out by us in preparation for you attending.*)

In the case of you cancelling a CKI registration, effectively, the cancellation window is **120 days prior to any face-to-face/Zoom element.**

The Pretraining period begins **60 days prior to the face-to-face/Zoom element of the CKI course**, irrespective of when you personally start the pretraining. So, for CKI, the cancellation window will always be 120 days prior to the scheduled 'face-to-face/Zoom event'.

To summarise: only a class transfer will be available for you if cancelling a CKI more than 120 days prior to the face-to-face/Zoom element.

Our other classes cancellation window is 60 days prior to their scheduled start date.

FOR ADDITIONAL CLARIFICATION AROUND CKI AND CKII WHEN COMBINED TRAINING IS CONCERNED.

Since 2022, CKI and CKII have run as individual training series. However, often students opt to complete CKI & CKII together.

If completing them concurrently in this way, there are now two 60-day cancellation windows:

1. The window being counted as **the 60 days prior to the pre-training set date for CKI** and
2. The window that is **60 days prior to the set start date of CKII** (*i.e. if you are needing to cancel an enrolment into your CKII only, just 60 days is required.*)

To clarify, a 60-day window is offered for each series for CKI and CKII, even when purchased/running together and irrespective of when you start your pretraining the 60 day window is in play.

MISSED ASSESSMENTS

We offer a variety of training services, many of which have the option to be formally assessed; each may have a specific deadline for completion **to meet the qualification criteria.**

Students who miss an assessment must reschedule the assessment on agreement with the assessor. Any reschedule must be arranged at the convenience of the assessor and must be done so as to be completed within the unique qualification deadline criteria for the specific course.

ASSESSMENTS RUN UNDER ‘EXAM CONDITIONS’

All assessment papers and results are confidential and may not be shared with the public in any form to preserve confidentiality agreements. All formal assessments are facilitated ‘under exam conditions.’ Full assessment criteria and the details for each course assessment are given inside each unique training services; however, as a blanket understanding of the terms: ‘under exam conditions’, see below:

- Use of dictionaries, charts, books, computers/devices during verbal and written assessments is prohibited (*except the computer being used to undertake the assessment*).
- Location must be quiet and distraction/interruption free.
- Headphones must not be worn.
- Practical assessments are the only element of any assessment that is open book.
- No food is permitted.
- Students whose primary language is not English may use an English or bilingual dictionary, provided that the principal has approved it (*it be checked for annotations*).
- Electronic dictionaries must not be used.
- A clear desk/table is required to be used to complete the written elements.
- Closed book (*no course materials or note allowed to be accessed/viewed during the assessment*).

- No third party may be present during the assessment (*unless a third party is required to complete the assessment itself i.e. during a practical element*).
- If an element of an assessment is to be recorded, students' cameras must be set up in advance to ensure the recording captures the full process being examined (*in accordance with the assessment requirements*).

ASSESSMENT RESULTS

Students are notified by email of assessment results within 14 days (*if not immediately*) following an 'assessment day'.

No assessment results are issued or discussed over the telephone/Facebook/other forms of social media.

ASSESSMENT FLEXIBILITY

As we regularly run workshops across Australia and internationally, students in each city are required to be responsible for arranging their own assessment schedules/reschedules independently. (*We will not actively follow up to organise times to ensure your course assessment deadlines are met; you, the student, are responsible for meeting all deadlines.*)

Due to our strict adherence to industry guideline Kinesiology Business School Trading Pty Ltd, related entities, are unable to provide additional flexibility beyond that already afforded in our assessment processes.

Please be mindful of the following:

- Each cohort is time sensitive and given a total of 18 months to complete the training (*specifically for CK101, CKI and CKII*).
- Within each 18-month period, three opportunities to attend a 'CK Assessment Day' are available to choose from. (*Typically, these run every June and December, with specific 24-hour 'assessment day' time windows on each date set for all submissions to be received.*)

Forward planning is required and expected of students when booking in for courses and assessment days; however, ample opportunity to sit assessments is provided every year so there is sufficient flexibility to sit and re-sit if necessary to complete assessments.

For students with rare and extenuating circumstances, there *may* be an option available depending on the situation. However, as we are required to adhere to industry guidelines this may be limited, although where possible we will collaborate with the appropriate regulator to achieve an accepted solution on a case-by-case basis.

In such rare cases as this, confirmed arrangements for reassessment must be set and made between the instructor and student and be submitted in writing well prior to the 18-month window of the original training cohort expiry period.

The student must apply in writing to the principal with details of the circumstances. The principal will assess the request, and the student will be notified in writing if any options for

reassessment are viable for them (*determined on a case-by-case basis*) beyond the 18-month cut off.

Industry compliance is the key concern in relation to assessments, so a maximum 7-day window only is available for both the appeal request and a final decision to be made i.e. beyond the 18-month training period, **all exemptions will cease.**

This process for an appeal must commence at a minimum within 14 days of the 18-month training deadline (*to allow 48 hours' time for the principal to receive the formalised written notification by email/formal letter*) from the student about their situation, and for it to be verified, then the situation considered and have the appropriate response back to the student within 7 days.

Dissatisfaction with the response received must be presented within the next seven days. The time frame for this process should take no longer than 14 days in total. All parties involved will receive a written statement of the outcomes, including reasons for the decision within the 14-day period.

ASSESSMENTS/ASSESSMENT FEES

Since 2014, our standard course fees have not and currently do not include any assessment fees (*assessments are available as an optional 'add on' for those seeking formal qualifications. In very rare circumstances we may 'gift' assessment fees to certain students and/or cohorts, but this is at our discretion and any beneficiary of such an offer will be formally notified of this by email should ever that be the case*).

Each course has different qualifying criteria (*assessment processes e.g. written, practical, verbal, workbooks, case-studies, pass marks/grading levels etc*), details of which are covered inside your specific training course and/or can be requested prior to registering for any course if needed.

If an assessment is undertaken and the student fails and requires a reassessment:

- student must organise their own reallocation to the next specific assessment day
- a reassessment will incur the full fee
- any re-sit is only available within each cohort's course time window so that the qualification is still valid
- is the responsibility of the student to ensure they register for an 'assessment day' well within their course completion window
- a maximum of 3 attempts is available and/or offered for CK101, CKI and CKII.

CK101, CKI and CKII each have a strict 18-month completion window. The completion window is considered from the start date of specific training. (*For CKI specifically, this is eight weeks prior to the face-to-face/Zoom training, being the pretraining period.*)

These three courses meet the industry standards and guidelines in Australia and are conducted strictly in compliance with our regulating bodies.

Assessment days are typically run every June and December, with additional dates a possible option when a written request and approval has made. Once a requested date has been lodged and accepted it is deemed as final and treated as such under standard Ts and Cs.

In compliance with industry standards, each course assessment includes a written, verbal and practical elements with additional practical logbooks and workbook elements required also.

Specific, current assessment requirements for each course are available upon request. To redeem any qualification assessments must be completed within the training period. It is the student's responsibility to schedule their assessment and submit workbooks/logbooks within their official training period.

REFUND/CANCELLATION POLICY FOR SESSIONS WITH KYLIE

Payment is required prior to commencing session. This can be done via credit/debit/PayPal using our secure online facility.

Scheduling sessions is the responsibility of the client (*with direct appointment links/emailed time options provided by us shortly following formally processing appointment bookings*).

Cancellation fee applies. Due to limited availability and session structures, if cancelling a session with Kylie with less than seven days notice, we will retain 50% of the entire appointment fee and session will be forfeited.

In rare occasions where payments are made but incomplete booking occurs i.e. no scheduling of sessions (*part or full set*) is created, any credit in the system must be used **within three months of date of initial time of booking** (*it is understood that funds not claimed after this time will be forfeited in full*).

No-shows will forfeit entire appointment fee.

Sessions booked as part of a session package or program **all MUST BE USED WITHIN three months of purchase. If sessions not completed within this time frame, fees paid are forfeited automatically.**

Cancellation must be formally processed through **email only, seven days prior to the scheduled appointment.**

NOTE: Refund administered between 3-5 business days of formal cancellation by client if request within cancellation window i.e. seven days prior to scheduled session.

RESTRICTIONS OF USE OF OUR ONLINE MATERIALS

You are strictly prohibited to reverse-engineer, redistribute or sell our material, disassemble or otherwise convert it to any other form that people can use. All remarks, suggestions, ideas, graphics, comments, or other information that you send to Kinesiology Business School Trading Pty Ltd (*other than information we promise to protect under our privacy policy*) becomes and remains our property, even if this agreement is later terminated. Therefore, please understand that we don't have to treat any such submissions as confidential that are made during, prior to or following classes.

You acknowledge that you are responsible for any submission you make. This means that you (*and not we*) have full responsibility for the message, including its legality, reliability, appropriateness, originality and copyright.

COMMUNICATIONS WITH US

Although we encourage you to communicate with us, we highly recommend that you should not email us any content that contains confidential information. With respect to all emails and communications you send to us, including, but not limited to, feedback, questions, comments, suggestions, and the like, we shall be free to use any ideas, concepts, know-how, or techniques contained in your communications for any purpose whatsoever, including but not limited to, the development, production and marketing of our services or products that incorporate such information without compensation or attribution to you.

LINKS TO OTHER SITES

We sometimes provide referrals to and links to other websites from our site and during classes. Such a link should not be seen as an endorsement, approval or agreement with any information or resources offered at those sites. Kinesiology Business School Trading Pty Ltd is not responsible for the content or practices of third-party sites that may be linked to our site/recommendations during your training. When Kinesiology Business School Trading Pty Ltd provides links or references to other websites, no inference or assumption should be made and no representation should be inferred that it is connected with, operates or controls these websites. Any approved link does not represent in any way, either explicitly or by implication, that you have received the endorsement, sponsorship or support by us (*including its respective employees, agents or directors*).

LIMITATION OF LIABILITY

Under no circumstances, including, but not limited to, negligence, shall Kinesiology Business School Trading Pty Ltd be liable for any direct, indirect, special, incidental or consequential damages, including, but not limited to, personal damage to self, others, loss of assets or profit, arising out of the use, or the inability to use the products or services advertised that we offer.

Kinesiology Business School Trading Pty Ltd is not responsible for any liability, damages or injury that accompany or result from your use of our site, the services we offer or training material we provide. We are not responsible for the actions taken or mis-actions of attendees/users of this site.

Student/users take full personal responsibility for their usage of the information provided. Kinesiology Business School Trading Pty Ltd/The Acceleration Institute for Natural Therapists Pty Ltd gives no warranty on the choice of courses you make. If for any reason you are not happy with your course selection, this remains your responsibility.

The information on this website and within our training/support days/events/courses/classes/workshops is not intended to replace medical and health advice offered by doctors and health professionals. Kinesiology Business School Trading Pty Ltd makes no representations or warranties with respect to any process, action, or preparation by any person following the information offered or provided throughout this site and/or classes.

REGISTERED USER CONTENT; LICENCES

You grant us and our sublicensees the right, but not the obligation, to use your Sign-In Name, name, likeness and photograph in connection to advertise and promote the websites, Kinesiology Business School Trading Pty Ltd (*and related entities*) and our products and services. You acknowledge and agree that use of your name, likeness and photograph permitted by the foregoing licences may include the display of such name, likeness and photograph adjacent to advertising and other material or content, including for profit.

Other company, products and service names located on the website may be trademarks or service marks owned by others (*the 'third-party trademarks,' and, collectively with the Acceleration Institute for Natural Therapists Pty Ltd/Kinesiology Business School Trading Pty Ltd trademarks, the 'trademarks'*). Content and information on the website does not construe as granting, by implication, estoppel, or otherwise, any licence or right to use the trademarks, without our prior written permission specific for each such use.

Use of the trademarks as part of a link to or from any site is prohibited unless establishment of such a link is approved in advance by us in writing. All goodwill generated from the use of The Acceleration Institute for Natural Therapists Pty Ltd/Kinesiology Business School Trading Pty Ltd. Trademarks inures to our benefit.

Elements of the website are protected by trade dress (*including but not limited to brand colours*), trademark, unfair competition and other Australian and international state and federal laws and may not be copied or imitated in whole or in part, by any means. None of the content may be retransmitted without our express, written consent for each and every instance.

GRIEVANCE POLICY/PROCEDURE

The Acceleration Institute for Natural Therapists Pty Ltd Kinesiology Business School Trading Pty Ltd recognises that those who study have a legal and ethical right to raise a concern or complaint related to unfair treatment, harassment, discrimination and other such issues and to have that concern, problem, complaint or grievance dealt with confidentially, fairly, effectively and in a timely manner.

The Acceleration Institute for Natural Therapists Pty Ltd and Kinesiology Business School Trading Pty Ltd is committed to providing a productive and safe study environment free from unfair treatment, conflict, discrimination, harassment or vilification.

DEFINITION

A grievance is a problem, concern or complaint presented by an individual that relates to any of the following:

- Academic matters: e.g. course curriculum/standards/requirements (*an appeal against an assessment requirement is a request for reconsideration of that assessment*), exclusion from a course/s

- Non-academic matters: e.g. administrative/enrolment matters, discrimination, harassment, vilification and bullying.

A grievance may involve unlawful discrimination if it contains allegations of unfair and inequitable treatment on the basis of a person's race, ethnic origin or nationality; gender; marital status, pregnancy or potential pregnancy; age; disability; political affiliation. Vilification on the grounds of race and/or sexuality is also unlawful. Unlawful harassment is unwelcome and offensive or intimidating behaviour, comments or images based on any of these grounds.

PRINCIPLES

The process and procedures outlined in this policy aim to provide a fair, equitable and productive learning environment for all its students.

This policy seeks to support the achievement of this goal by providing a transparent and consistent process for resolving student academic and non-academic grievances.

This policy does not limit the right of any student to seek the assistance of an external person or agency for the resolution of a grievance.

1. Should the grievance be referred to an outside body, the internal processes of the institute may be suspended pending the outcome of the external review.
2. A grievance will be treated seriously, impartially and sensitively, with due regard for procedural fairness, confidentiality and privacy.
3. These procedures do not apply to conflict that occurs with people other than students or contractors of the institute with the institute itself.
4. Anonymous complaints will not be investigated.
5. No person will suffer any disadvantage, be victimised or discriminated against because s/he raises a complaint or is associated with a grievance. However, if the complaint is found to be frivolous, defamatory, have no foundation be malicious or vexatious, the matter may be referred to external advisors/lawyers to take action (*with any and all costs payable by the complainant*).
6. A grievance should be raised as early as possible after the incident relating to the complaint has occurred (*see time windows outlined under COMPLAINTS AND APPEAL PROCEDURES*).

MISCELLANEOUS:

The information on this website is not intended to replace medical and health advice offered by doctors and health professionals. The Acceleration Institute for Natural Therapists Pty Ltd makes no representations or warranties with respect to any exchange, action or preparation by any person following the information offered or provided throughout this site.

We provide your training materials, manuals, tuition and support. Student results vary person to person, with the key being the amount of practice you do with your skills and commitment you have to succeed. We are proud of and have a very high success rate with our graduates. It is important to join us only when you are ready for, dedicated to and prepared to work toward your own success.

CONTROLLING LAW

This Agreement and any action related thereto will be governed by the laws of the State of New South Wales, and the Commonwealth of Australia, without regard to its conflict of law's provisions.

CLASS ACTION WAIVER

You agree that any arbitration or proceeding shall be limited to the dispute between us and you individually. To the full extent permitted by law,

- (i) no arbitration or proceeding shall be joined with any other;
- (ii) there is no right or authority for any dispute to be arbitrated or resolved on a class action-basis or to utilise class action procedures; and
- (iii) there is no right or authority for any dispute to be brought in a purported representative capacity on behalf of the general public or any other persons.

RESTRICTIONS

The website is intended for individuals aged 13 years or older. If you are 13 or older, but under the age of majority in your jurisdiction, you should review this agreement with your parent or guardian to make sure that you and your parent or guardian understand it.

COMPLAINTS AND APPEAL PROCEDURES

Kinesiology Business School Trading Pty Ltd will manage all complaints and appeals fairly, equitably and efficiently as possible. Kinesiology Business School Trading Pty Ltd will encourage the parties to approach the complaint or appeal with an open mind and to resolve problems through discussion, collaboration and conciliation. All complaints and appeals are taken seriously and their findings incorporated into procedures as appropriate.

Should a student have a complaint or appeal, the following steps are to be followed:

Student should discuss the issue/complaint with the other person involved to try and resolve it verbally.

If no appropriate resolution is reached, the student should discuss the issue/complaint with his/her trainer to see if it can be resolved.

If still no resolution, the student should put the following information relating to the complaint or appeal in writing:

- a description of the complaint or appeal
- what you would like to happen to fix the problem and prevent it from happening again
- actions you have taken to deal with it
- actions you are prepared to take to remedy it
- highlight (*if*) the written appeal is you formally presenting your case.

The student must bring the formal complaint/appeal (*by email*) within seven days of the issue taking place. If the complaint or appeal is not dealt with to the student's satisfaction within the seven day period, he/she may bring it to the attention of the principal for further discussion.

The principal will either deal with the issue personally or arrange/provide directives for it to be dealt with by the appropriate person or representative.

This process must commence within 48 hours from the time the principal receives formalised written notification (*by email/formal letter*) from the student about their dissatisfaction to the response received from their trainer and a response/resolution must be presented within seven days.

If an appropriate outcome has not been achieved satisfactorily to both parties within the outlined time window, The Acceleration Institute for Natural Therapists Pty Ltd/Kinesiology Business School Trading Pty Ltd may make arrangements for an independent external person to resolve the issue. The student will be given the opportunity to formally present his or her case. All parties involved will receive a written statement of the outcomes, including reasons for the decision.

If the student is still not happy with the independent resolution, he/she may take their complaint through the appropriate complaints processes compliant with Australian law. Note that should a claim be found to be unsubstantiated, any and all costs will be payable by the complainant. We reserve the rights to seek costs to compensate any and all time/resources spent in such cases.

The principal will be the person responsible for implementing and maintenance of the policy any and all considerations are at the discretion of the principal. Additional terms and conditions are available directly via our website online.