

Approval date: August 2025

Revision Cycle of three years. Due date: August 2028

Approved by: Education Strategy Committee

1. Introduction

The Institute of Actuaries of Australia (the Institute) (ACN 000 423 656) is the professional body representing actuaries in Australia and provides a range of services for its Members. The Institute offers an Education Program, which comprises qualification education subjects, as well as various professional development courses, and microcredential offerings (collectively referred to as the **Courses**).

By applying for enrolment in a Course, Students agree to be bound by these Terms and Conditions. Please contact the Institute at education@actuaries.asn.au or 02 9239 6100 if you have any queries regarding these Terms and Conditions.

The Institute reserves the right to amend these Terms and Conditions from time to time.

Amendments will be effective immediately upon publication on the Institute website. Your continued enrolment on any Course following such publication will represent an agreement by you to be bound by the terms and conditions as amended.

2. Policies and Procedures

All Students agree to comply with all other policies and procedures of the Institute, including the following policies attached to this contract:

- a. Educational Conduct Policy
- b. Privacy Policy
- c. Special Consideration Policy
- d. Education Complaints and Appeals Policy

Students must review these policies and procedures at the time of their enrolment and ensure they understand and comply with each policy and procedure.

Students who are also Members of the Institute must comply with the Institute's <u>Code of Conduct</u>, and the Institute's <u>Disciplinary Scheme</u>.

The Institute does not tolerate inappropriate educational conduct or educational misconduct. Where a student's conduct is found to be inappropriate educational conduct, penalties will be applied. For further information, refer to the Educational Conduct Policy. Cases of alleged educational misconduct are referred to the Institute's Disciplinary Scheme for consideration and determination.



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3. Enrolment and Payment

Only Members are eligible to enrol in a subject offered as part of the Education Program. Non-members may be eligible to enrol in professional development or microcredential courses if they meet the relevant entry requirements.

Each Student participating in any Course is required to pay all applicable Institute fees, which are available on the Institute's website at: https://www.actuaries.asn.au/learning/qualification-programs. The Institute may vary these fees from time to time.

The Institute may withhold a Student's academic records and certificates upon completion of their studies if any of the Institute's fees are unpaid by the Student.

By paying the Institute's fees and enrolling on a Course, a Student will have access to all relevant information in the Institute's online learning management system for the Student's personal use in accordance with these Terms and Conditions until the end of the relevant Semester. The purchase of hard copy educational materials is optional.

4. Course modifications

The Institute may modify the Course, including curriculum, key dates, completion requirements and educators at its discretion, at any time. The Institute will notify Students of any such modifications (which may be done through a publication, the provision of updated Course materials or otherwise).

Each Student is responsible for informing themselves of, and complying with, the requirements of the Course.

5. Special Consideration

Special consideration may be granted to Students in accordance with the Institute's <u>Special</u> <u>Consideration Policy</u>.



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6. Refunds

A Student is entitled to a partial refund of the Course fees, less a \$100 administrative charge should they choose to withdraw from the Course, provided they submit their withdrawal form to the Institute by the dates listed on the appropriate <u>withdrawal form</u>.

A withdrawal form must be submitted by 17:00 (AEST/AEDT) on or before the deadline for the Student to be entitled to the eligible refund amount.

Refunds apply for Course fees for Institute developed courses only, and do not include educational materials or textbooks. A Student will not be entitled to a refund if they are disqualified from sitting an exam for any reason or otherwise fail to sit the exam.

Course fees are non-transferrable to other students or other institutions.

7. Complaints and appeals

The Institute respects a Student's right to transparent review of decisions concerning enrolment, assessment, progression and awarding of qualifications.

If a Student disagrees with their results or is otherwise aggrieved by any aspect of a Course, they can make a complaint to the Chief Examiner or Educational Manager (as applicable). Each complaint will be managed in a timely and confidential manner, and in accordance with the principles of fairness and natural justice. Any disclosure of information related to a complaint will only occur to the extent necessary to resolve the complaint.

These Terms and Conditions, and the right to make a complaint and seek an appeal for decisions and actions under various processes, does not affect the rights of the student to act under the Australian Consumer Law (if applicable).

8. Privacy

The provisions regarding privacy set out in the Institute's <u>Privacy Policy</u> apply to the Student's participation in the relevant Course.



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9. Intellectual Property in Works

By submitting Works in completion of the Course, a Student grants the Institute a royalty-free, irrevocable, non-exclusive, perpetual licence to use, reproduce, modify, distribute, broadcast, sublicense and/or otherwise exploit part or all the Works and all Intellectual Property Rights in the Works for the benefit of the relevant Course.

Without limiting its rights under this clause, the Institute may use the Works and all Intellectual Property Rights in the Works for the purposes of delivering the any Course to current and future Students and developing educational materials.

10. Institute Intellectual Property

Content may be provided by the Institute to Students as part of their completion of the Course. The Content and all Intellectual Property Rights in the Content vest in, and remain the property of, the Institute (except where the Content is licensed to the Institute from a third party).

Each Student must only use the Content as authorised by the Institute for personal use only and must not reproduce, copy, modify or distribute the Content without the prior written consent of the Institute.

11. Glossary of Terms

Education Program means the educational course offered by the Institute made up of three components, the Foundation Program, Actuary Program and Fellowship Program, and 'Program' has the same meaning.

Actuary Program means the program that, upon successful completion, will award the designation Associate and be qualified as an actuary.

Chief Examiner means the Chief Examiner of the subject in relation to which the Student has made a complaint.

Content means all material and information in any form provided by the Institute to Students as part of any Course.

Course means any educational course offered by the Institute, including the Education Program, professional development courses and microcredential courses.



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Course Period means the time period between the date enrolments open and the date the course in no longer published on the Learning Management System.

Education Manager means the person responsible for the operational aspects of the Program.

Fellowship Program means the post-qualification program that allows specialisation in one particular actuarial industry and, upon successful completion, will award the designation of Fellow.

Foundation Program means the first component of the actuarial qualification pathway, focused on actuarial statistics, actuarial mathematics and business, finance, and economics.

Institute means The Institute of Actuaries of Australia (ACN 000 423 656) known as the Actuaries Institute, its successors and relate bodies corporate, partners and their successors.

Intellectual Property Rights means all statutory and proprietary rights and interests throughout the world, whether registered or unregistered, including trademarks, designs, patents, inventions, databases, discoveries, circuit layouts, copyright (including source code), rights in software, Confidential Information, know-how, business names, domain names, trade secrets and all analogous rights and all other intellectual property rights as defined in Article 2 of the Convention establishing the World Intellectual Property Organisation of 14 July 1967 as amended from time to time. These rights include rights that may exist in applications to register these rights and all renewals and extensions of these rights.

Member means a member of the Institute.

Student means a person who is enrolled in or applying to enrol in a subject, or professional development course, offered by the Institute.

Works means any material in any form submitted by a Student to the Institute as part of their participation and completion of a Course, including assignment and exam materials.

12. Attached Policies

- a. Educational Conduct Policy
- b. Privacy Policy
- c. Special Consideration Policy
- d. Education Complaints and Appeals Policy