

Accounting Technicians Program

Enrolment Terms and Conditions

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Document Owner(s)	Head of Careers Engagement – New Zealand			
Approved by	Group Executive, Education and Marketing	Date Approved	28 February 2023	
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- These enrolment terms and conditions (Terms) govern Chartered Accountants Australia and New Zealand ABN 50 084 642 571 (CA ANZ) and each student (you, or your or student) enrolled in the Accounting Technicians Program course component (ATP Course) of the Accounting Technicians Program (AT Program)¹.
- 2. You acknowledge that you have read and agree to be bound by the AT Program Terms and Conditions upon submitting your Application form² for the AT Program which is inclusive also of your application for Provisional Accounting Technicians Membership of CA ANZ.
- 3. You acknowledge that you have read and agree to be bound by these Terms as amended and published on CA ANZ website from time to time.
- 4. You declare the information provided in your enrolment form to be true and honest.
- 5. You agree that CA ANZ may, at its sole discretion, retain the original of any of the AT course assessment items submitted by you.
- 6. You agree that CA ANZ will not be obliged to return any assignments, examination answer books or other materials submitted by you with CA ANZ.
- 7. You understand that to satisfy the completion requirements of the AT Program you are required to satisfactorily complete the ATP Course in addition to the AT Program requirements that are applicable to your entry pathway³.
- 8. You understand that in order to undertake the AT Program, ATP Course and AT Supervised Practical Experience (ATSPE) that you are required to maintain your Provisional Accounting Technician membership with CA ANZ.
- 9. You understand that the ATP Course is delivered over one academic term and is made up of three blended learning elements as follows.
 - (a) Accounting Technicians Essentials (AT Essentials): A single course of study consisting of three content topic areas, an introduction and conclusion section and auto-marked formative assessments at the end of each topic.
 - (b) Accounting Technicians Workshop (**AT Workshop**): An accompanying scheduled interactive online workshop focusing on revision of all topics and exam preparation; and

¹ In these terms the acronyms 'ATP course' is used when referring to the course component of the AT Program and 'AT Program' used when referring to the overall AT Program.

² In these terms 'Application form' has the same meaning as 'Enrolment form'

³ The AT Program has two entry pathways, these being the (i) Academic entry pathway and (ii) Experience entry pathway. Each pathway also has differing entry requirements. Information on the entry and ATSPE requirements of each pathway is available on CA ANZ website at <u>www.charteredaccountantsanz.com/become-a-member/entry-requirements/accounting-technician</u>

(c) Accounting Technicians Assessment (AT Assessment): A summative exam will be scheduled at the conclusion of the course. You are required to successfully complete this exam to complete your ATP Course.

Note: It is strongly recommended you complete the ATP course elements listed at 9(a) and 9(b) (while not mandatory) to maximise your opportunity for a successful outcome in the third and mandatory AT assessment noted at 9(c) above.

- 10. You understand that the AT Essentials course will be typically delivered through a blend of independent self-directed online guided study, the AT Workshop will be typically delivered as a scheduled online workshop supported by self-directed learning workshop materials, and that the AT Assessment will be typically delivered as a scheduled remotely proctored online assessment.
- 11. CA ANZ reserves the right to introduce new course delivery methods, vary any existing ATP Course delivery method, or change the scheduled workshop time, duration, facilitator(s), and/or content, or change any ATP Course Assessment date, delivery method, start time or duration, and/or content. If CA ANZ introduces any change that materially impacts students after they have enrolled in the ATP Course, CA ANZ will notify enrolled students by email.
- 12. You understand that by agreeing to participate in the ATP course that your AT Assessment outlined at clause 9(c) is delivered as a remote invigilated online exam proctored by external service provider(s) and acknowledge this will require you to consent to the collection of your personal information through the external service provider(s). The information collected will be used solely to facilitate your participation in the AT Assessment, including validating your identity as the exam taker, the recording of your exam session(s), and conducting post-exam review for the purpose of validating your exam academic integrity. If you do not agree to the required online exam consents you will not be able to participate in the required online exam, and this will impact your ability to undertake the required AT Assessment which is required to be satisfactorily completed in order to complete the ATP Course requirement of the AT Program.

Access to and use of web based technologies You understand that by agreeing to participate in the AT Program you will be required to use CA ANZ's student information system and online learning management system⁴ and may participate in CA ANZ moderated online workshop and/or discussion forums for your ATP Course and that use of these systems requires you to agree to comply with CA ANZ's Website Terms of Use when enrolling in the ATP Course. If you do not agree you will not be able to enrol and this will impact your ability to satisfactorily complete the ATP Course requirement of the AT Program.

- 14. You understand that to undertake the ATP Course you are required to log into the student system to select and confirm your ATP course enrolment for the Term.
- 15. Payment for the ATP Course is required at time of enrolment and should be made by credit card (Visa, MasterCard, or Amex). Your registration for the ATP Course will be confirmed upon CA ANZ receipt of full payment.
- 16. You understand that to satisfactorily complete the ATP Course you must be deemed 'Competent (C)' in the AT Assessment. To attain a result of 'Competent (C)' in your ATP Course and AT Assessment you must have been deemed competent in a minimum of 70 per cent of the questions in the AT Assessment. If you attain a result of less than 70 per cent for your AT Assessment, your AT Assessment and ATP Course result will be 'Not Yet Competent (NYC)'.
- 17. If your ATP Course result is 'Not Yet Competent (NYC)' you will need to reenrol in the ATP Course in a subsequent term and pay the tuition fee for that enrolment, except in cases where CA ANZ has approved your special circumstances application as outlined at clause 18.

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⁴ The Student Information System in known as 'My Capability – Program'. The Learning Management System (LMS) is known as 'My Capability – Learn'.

- 18. If your ATP Course assessment performance was impacted by your experiencing exceptional special circumstances which resulted in your receiving a 'Not Yet Competent (NYC)' result you may be entitled to apply to CA ANZ for special consideration. For an application for special consideration to be considered it needs to be lodged to CA ANZ in the required manner and time limit⁵ and you need to show, with relevant supporting documented evidence, that the exceptional special circumstance that affected your assessment performance:
 - (a) was beyond your control; and
 - (b) did not make the full impact on you until on or after the assessment date for your enrolled term; and
 - (c) made it not practicable for you to complete your assessment for your enrolled term.

All three conditions listed at clause 18(a), (b) and (c) must be demonstrated.

If CA ANZ approves your application for special consideration, CA ANZ will determine at our own discretion whether you will be entitled to be provided a full refund and your "NYC" result waived.

19 ATP Course withdrawal, variation and refunds

- (i) You may withdraw your ATP Course enrolment and obtain a refund as outlined in clause 20. There is, however, no option to defer, credit or transfer your ATP Course enrolment to a different enrolment term or to another individual.
- (ii) As each ATP Course offering has one scheduled optional workshop session it cannot be transferred to a later course offering or another individual.
- (iii) There is no option to reschedule, defer, credit or transfer your mandatory ATP Course assessment to a different enrolment term or to another individual.
- 20. To withdraw your ATP Course enrolment for the term⁶ you are required to log into the student system and select the option to withdraw your enrolment in the term. If you withdraw your enrolment as per this requirement you may be entitled to a refund if the following eligibility requirements are met:
 - (a) Full refund of ATP Course fees paid to CA ANZ: The ATP Course fee will be fully refunded to the payee if you notify CA ANZ of your withdrawal from the ATP Course in the manner indicated in this clause on or before the commencement date of your enrolled ATP Course⁷.
 - (b) No refund of ATP Course fees paid to CA ANZ will be given for anything outside of the scenario at clause 20(a) except where CA ANZ has approved a refund due to special circumstances as outlined at clause 18.
- 21. You understand if you withdraw your ATP Course enrolment that:
 - (a) any entitled refund due will be transferred to the same credit card used for the original enrolment;
 - (b) once your withdrawal has been submitted, your decision is considered final and unable to be reversed: and

Applications for Special Consideration must be lodged by within five (5) working days ahead of the assessment where the extenuating circumstances are known before the AT Assessment date or within ten (10) working days following the AT Assessment 5 date where the extenuating circumstances arose in the four days ahead of, during or following the assessment. Applications for special consideration are to be lodged using the online application form in the My Capability – Program student system,
Please note that if you withdraw your AT Course enrolment for the term that this will withdraw you from all AT course elements delivered in that term. It will not withdraw you from the AT Program or your provisional AT membership. To withdraw from the AT Program or your provisional AT membership. To withdraw from the AT Program or your provisional AT membership.

Program you will also need to resign from your AT Provisional Membership as outlined on CA ANZ's website at

www.charteredaccountantsanz.com/member-services/manage-your-membership/ending-your-membership. 7 Refer to the course timetable published at www.charteredaccountantsanz.com/become-a-member/coursedescriptions/accounting-technician

- (c) once your withdrawal is processed, you will not be entitled to access ATP Course materials, workshop or sit the assessment for the term from which you have withdrawn.
- 22. You understand the views expressed by the facilitators in the ATP Course are not those of CA ANZ and are not intended to provide professional advice. CA ANZ shall not be liable in any way as a result of your use of or reliance upon information provided in, or otherwise in connection with the ATP Course or AT Program. Whilst care has been taken in the preparation of the ATP Course or AT Program, it should not be used as a substitute for consultation with professional legal or other advisors. Before making any decision or taking any action, you should consult with an appropriate specialist or professional. No warranty is given as to the correctness or accuracy of the information contained in any materials provided in the ATP Course and AT Program or any other document or information to which are referred to in the ATP Course or ATP Course materials, or its suitability for use by you. To the fullest extent permitted by law, no liability is accepted by CA ANZ for any statement, opinion, error or omission, or for any loss or damage suffered as a result of reliance on, or use by any person of, any material in the ATP Course or AT Program.
- 23. The intellectual property rights in the ATP Course and AT Program vests in CA ANZ or a third party licensor (as applicable), and in any event you shall have no right, title or interest whatsoever, whether beneficial or legal, in any of the intellectual property in the ATP Course and AT Program, or any recording of a ATP Course Workshop or AT ATP Course Workshop materials.
- 24. ATP Course materials and/or ATP Course workshop recordings may only be used, played back and viewed and/or listened to by you and no other individual, and the broadcast of the ATP Course workshop recordings to any other individual or the copying or reproduction of any ATP Course materials, the ATP Course workshop recording or its content is not permitted without the prior written consent of CA ANZ.
- 25. Notwithstanding any other term of these Terms, whether expressly stated or implied, CA ANZ shall not be liable for, and does not indemnify you against any indirect, incidental, special or consequential losses or damages, even if notified of the possibility of such potential loss of damage, and without limiting the forgoing, shall not be liable for loss of profits or anticipated profits, loss or revenue, loss of opportunity, loss of goodwill or loss of reputation however such losses may arise.
- 26. CA ANZ reserves the right to refuse admission to, or to eject a student from the AT Program and/or ATP Course, in its absolute discretion, including (without limitation), for failure to comply with these Terms or if in the opinion of the CA ANZ, the student represents a security risk, nuisance or annoyance to the running of the AT Program and/or ATP Course. The student agrees to comply with all reasonable instructions and directions issued by CA ANZ or the venue operators at the AT Program and/or ATP Course.
- 27. All unauthorised photography and the recording or transmitting of audio or visual material, data or information is expressly prohibited in the AT Program and ATP Course and in the delivery of any AT Program and ATP Course elements.
- 28. You acknowledge that:
 - (a) CA ANZ is an Australian registered body corporate which is formed in Australia; and
 - (b) the members of CA ANZ are not liable for the debts and liabilities of CA ANZ; and
 - (c) Provisional AT members living in New Zealand are also automatically members of NZICA. As well as being subject to CA ANZ constitutional requirements (for all matters other than regulation and conduct), members resident in New Zealand are

also subject to the NZICA Act, NZICA Rules, Code of Ethics and other NZ specific regulatory requirements⁸.

- 29. You understand that by agreeing to participate in the AT Program that your conduct must at all times accord with your Provisional AT membership obligations. You will not be able to complete the AT Program if your Provisional AT Membership is terminated.
- 30. Other terms
 - (a) It is your responsibility for completing all requirements associated with admission, enrolment, assessment, and progression in the ATP Course and AT Program in compliance with relevant CA ANZ policies and procedures.
 - (b) You understand that the main form of communication between CA ANZ and you as the candidate will be electronic, via email to the email address and via SMS to the mobile contact you have provided as your main personal contact details provided in MyCA which you are responsible for maintaining. You understand that as a AT Program candidate you will regularly check your advised email account. Notices sent to your advised email account or by SMS to your advised mobile contact number will be deemed to have been received by you at the time sent by CA ANZ.
 - (c) You are expected to comply with any applicable Australian and/or New Zealand legislation.
 - (d) In the event of circumstances requiring urgent medical care CA ANZ is authorised as a matter of urgency to seek and provide appropriate medical care.
- 31. If a court determines that any provision of these Terms is invalid or not enforceable, that provision shall be read down or severed to the extent of the invalidity or unenforceability only, without affecting the remaining provisions of these Terms.
- 32. These Terms are governed by, and are to be construed in accordance with, the laws of New Zealand and each party submits to the non-exclusive jurisdiction of the courts New Zealand.

PRIVACY COLLECTION STATEMENT

- 33. This Collection Statement contains details about how CA ANZ may collect, hold, use and disclose personal information about you in relation to your personal information as part of your AT Program registration and your participation in AT workshops and ATP Course.
- 34. You can find out more about how CA ANZ may use, disclose, process and handle your personal information by viewing the CA ANZ privacy policy at <u>www.charteredaccountantsanz.com/privacy-policy</u>.
- 35. The primary purpose of collecting your personal information is to facilitate delivery of the AT Program and its elements to you and other students enrolled in the AT Program. For students participating AT Workshops and AT Assessment, CA ANZ may record your name, image, voice and any chat messages you may enter. CA ANZ may also use your personal information for the purposes of (i) evaluating AT Program and/or performance of AT facilitators, (ii) identifying potential improvements, and (iii) enhancing AT Workshops. Providing CA ANZ with the requested information is not required by law. However, if you choose not to provide CA ANZ with the requested information or provide incomplete information, CA ANZ may not be able to process your AT Program registration and may not be able to provide AT Workshops to you.
- 36. CA ANZ is permitted to process your information for the above purpose, by relying on one or more of the following lawful grounds: (a) you have explicitly agreed to CA ANZ processing such information for a specific reason; (b) the processing is necessary to

⁸ For further information refer to <u>www.charteredaccountantsanz.com/about-us/governance/committees-and-councils/nzica-regulatory-board</u>.

perform the agreement CA ANZ has with you or to take steps to enter into an agreement with you; (c) the processing is necessary for CA ANZ to comply with its legal obligations; or (d) the processing is necessary for CA ANZ's legitimate interests, which include: (i) collecting personal information to provide you with a smooth and efficient customer experience; (ii) to protect CA ANZ's business interests; (iii) to ensure that complaints are appropriately investigated; (iv) to evaluate, develop or improve CA ANZ's products and services; (v) to keep you informed of relevant products and services unless you indicate that you do not wish CA ANZ to do so; and/or (vi) to prevent fraud or academic misconduct.

- 37. Where you have consented to CA ANZ processing of such information (including any special categories of personal information) you may withdraw such consent at any time, by contacting CA ANZ using the contact details in the CA ANZ <u>Privacy Policy</u>. Please note, however, that in certain circumstances it may be still lawful for CA ANZ to continue processing this information even where consent has been withdrawn, if one of the other legal bases described above is applicable.
- 38. While your personal information is collected by CA ANZ in Australia, it is likely that your personal information will be disclosed to overseas recipients outside of your country of residence in accordance with the CA ANZ <u>Privacy Policy</u>.
- 39. The CA ANZ <u>Privacy Policy</u> also contains the contact details of the CA ANZ Privacy Officer and information regarding your rights (including how to withdraw your consent, if applicable) and how you can seek to access and correct your personal information or raise a privacy concern with CA ANZ and how it will be dealt with.
- 40. If you have any questions or concerns about this Privacy Collection Statement, the CA ANZ Privacy Policy or how CA ANZ handles your personal information, please contact the CA ANZ Privacy Officer.

41. Marketing for residents of Australia and New Zealand

Unless you opt-out, you consent to CA ANZ using and disclosing your personal information for promotional and marketing purposes. You can opt-out or change your marketing preferences at any time via the unsubscribe link at the bottom of an email communication or by contacting: privacy@charteredaccountantsanz.com or by telephone (1300 137 322 in Australia, 0800 469 422 in New Zealand or +61 2 9290 5660 or +64 4 474 7840 if outside Australia or New Zealand).

Enquiries

If you have an enquiries or are unsatisfied with any aspect of the ATP Course or AT Program, please contact the CA ANZ Member Support Team by completing the online form at <u>www.charteredaccountantsanz.com/contact-us</u> or telephoning us at 0800 4 69422 / +64 4 474 7840 (outside of New Zealand) between 8am to 9pm (NZ time).

Document History						
Date Approved	Date Commencing	Summary of Changes	Version	Date Next Review		
28 February 2023		Establishment of Terms. Endorsed by CA ANZ Legal 27 February 2023. Approved by Group Executive Education and Marketing	1.0	March 2026		