

ACMM Policies and Procedures



ACMM
AUSTRALIAN CENTRE FOR
MEDITATION & MINDFULNESS

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The policies contained in this document form part of the conditions of enrolment.

Privacy Policy

Owner and Data Controller

Australian Centre for Meditation and Mindfulness
Mount Waverley, Victoria

Owner contact email: info@meditationandmindfulness.com.au

Types of Data collected

Among the types of Personal Data that this Website collects, by itself or through third parties, there are: Cookies; Usage Data; unique device identifiers for advertising (Google Advertiser ID or IDFA, for example); first name; last name; email address; device information; number of Users; session statistics.

Complete details on each type of Personal Data collected are provided in the dedicated sections of this privacy policy or by specific explanation texts displayed prior to the Data collection.

Personal Data may be freely provided by the User, or, in case of Usage Data, collected automatically when using this Website.

Unless specified otherwise, all Data requested by this Website is mandatory and failure to provide this Data may make it impossible for this Website to provide its services. In cases where this Website specifically states that some Data is not mandatory, Users are free not to communicate this Data without consequences to the availability or the functioning of the Service.

Users who are uncertain about which Personal Data is mandatory are welcome to contact the Owner.

Any use of Cookies – or of other tracking tools – by this Website or by the owners of third-party services used by this Website serves the purpose of providing the Service required by the User, in addition to any other purposes described in the present document and in the Cookie Policy.

Users are responsible for any third-party Personal Data obtained, published or shared through this Website.

Mode and place of processing the Data

Methods of processing

The Owner takes appropriate security measures to prevent unauthorized access, disclosure, modification, or unauthorized destruction of the Data.

The Data processing is carried out using computers and/or IT enabled tools, following organizational procedures and modes strictly related to the purposes indicated. In addition to the Owner, in some cases, the Data may be accessible to certain types of persons in charge, involved with the operation of this Website (administration, sales, marketing, legal, system administration) or external parties

(such as third-party technical service providers, mail carriers, hosting providers, IT companies, communications agencies) appointed, if necessary, as Data Processors by the Owner. The updated list of these parties may be requested from the Owner at any time.

Place

The Data is processed at the Owner's operating offices and in any other places where the parties involved in the processing are located.

Depending on the User's location, data transfers may involve transferring the User's Data to a country other than their own. To find out more about the place of processing of such transferred Data, Users can check the section containing details about the processing of Personal Data.

Retention time

Unless specified otherwise in this document, Personal Data shall be processed and stored for as long as required by the purpose they have been collected for and may be retained for longer due to applicable legal obligation or based on the Users' consent.

The purposes of processing

The Data concerning the User is collected to allow the Owner to provide its Service, comply with its legal obligations, respond to enforcement requests, protect its rights and interests (or those of its Users or third parties), detect any malicious or fraudulent activity, as well as the following: Advertising, Analytics, Contacting the User, Displaying content from external platforms, Handling payments, Interaction with data collection platforms and other third parties, Interaction with external social networks and platforms, Managing contacts and sending messages, Remarketing and behavioural targeting and Tag Management.

For specific information about the Personal Data used for each purpose, the User may refer to the section "Detailed information on the processing of Personal Data".

Detailed information on the processing of Personal Data

Personal Data is collected for the following purposes and using the following services:

Advertising

This type of service allows User Data to be utilized for advertising communication purposes. These communications are displayed in the form of banners and other advertisements on this Website, possibly based on User interests.

This does not mean that all Personal Data are used for this purpose. Information and conditions of use are shown below.

Some of the services listed below may use Trackers to identify Users or they may use the behavioural retargeting technique, i.e. displaying ads tailored to the User's interests and behavior, including those detected outside this Website. For more information, please check the privacy policies of the relevant services.

Services of this kind usually offer the possibility to opt out of such tracking. In addition to any opt-out feature offered by any of the services below, Users may learn more on how to generally opt out of interest-based advertising within the dedicated section "How to opt-out of interest-based advertising" in this document.

Facebook Lookalike Audience (Meta Platforms, Inc.)

Facebook Lookalike Audience is an advertising and behavioural targeting service provided by Meta Platforms, Inc. that uses Data collected through Facebook Custom Audience in order to display ads to Users with similar behavior to Users who are already in a Custom Audience list on the base of their past use of this Website or engagement with relevant content across the Facebook apps and services.

On the base of these Data, personalized ads will be shown to Users suggested by Facebook Lookalike Audience.

Users can opt out of Facebook's use of Trackers for ads personalization by visiting this [opt-out page](#).

Personal Data processed: Cookies; Usage Data.

Place of processing: United States – [Privacy Policy](#) – [Opt Out](#).

Meta Audience Network (Meta Platforms, Inc.)

Meta Audience Network is an advertising service provided by Meta Platforms, Inc. **In order to understand Facebook's use of Data, consult [Facebook's data policy](#).**

This Website may use identifiers for mobile devices (including Android Advertising ID or Advertising Identifier for iOS, respectively) and technologies similar to cookies to run the Meta Audience Network service. One of the ways Audience Network shows ads is by using the User's ad preferences. The User can control this in the [Facebook ad settings](#).

Users may opt-out of certain Audience Network targeting through applicable device settings, such as the device advertising settings for mobile phones or by following the instructions in other Audience Network related sections of this privacy policy, if available.

Personal Data processed: Cookies; unique device identifiers for advertising (Google Advertiser ID or IDFA, for example); Usage Data.

Place of processing: United States – [Privacy Policy](#) – [Opt Out](#).

Meta ads conversion tracking (Meta pixel) (Meta Platforms, Inc.)

Meta ads conversion tracking (Meta pixel) is an analytics service provided by Meta Platforms, Inc. that connects data from the Meta Audience Network with actions performed on this Website. The Meta pixel tracks conversions that can be attributed to ads on Facebook, Instagram and Meta Audience Network.

Personal Data processed: Trackers; Usage Data.

Place of processing: United States – [Privacy Policy](#) – [Opt out](#).

Google Ads conversion tracking (Google LLC)

Google Ads conversion tracking is an analytics service provided by Google LLC that connects data from the Google Ads advertising network with actions performed on this Website.

Personal Data processed: Trackers; Usage Data.

Place of processing: United States – [Privacy Policy](#).

LinkedIn conversion tracking (LinkedIn Insight Tag) (LinkedIn Corporation)

LinkedIn conversion tracking (LinkedIn Insight Tag) is an analytics and behavioural targeting service provided by LinkedIn Corporation that connects data from the LinkedIn advertising network with actions performed on this Website. The LinkedIn Insight Tag tracks conversions that can be attributed to LinkedIn ads and enables to target groups of Users on the base of their past use of this Website.

Users may opt out of behavioural targeting features through their device settings, [their LinkedIn account settings](#) or by visiting the [AdChoices opt-out page](#).

Personal Data processed: device information; Trackers; Usage Data.

Place of processing: United States – [Privacy Policy](#).

Analytics

The services contained in this section enable the Owner to monitor and analyze web traffic and can be used to keep track of User behavior.

Google Analytics (Universal Analytics) (Google LLC)

Google Analytics (Universal Analytics) is a web analysis service provided by Google LLC (“Google”). Google utilizes the Data collected to track and examine the use of this Website, to prepare reports on its activities and share them with other Google services.

Google may use the Data collected to contextualize and personalize the ads of its own advertising network.

In order to understand Google's use of Data, consult [Google's partner policy](#).

Personal Data processed: Cookies; Usage Data.

Place of processing: United States – [Privacy Policy](#) – [Opt Out](#).

Google Analytics 4 (Google LLC)

Google Analytics 4 is a web analysis service provided by Google LLC (“Google”). Google utilizes the Data collected to track and examine the use of this Website, to prepare reports on its activities and share them with other Google services.

Google may use the Data collected to contextualize and personalize the ads of its own advertising network.

In Google Analytics 4, IP addresses are used at collection time and then discarded before Data is logged in any data center or server. Users can learn more by consulting [Google's official documentation](#).

In order to understand Google's use of Data, consult [Google's partner policy](#).

Personal Data processed: number of Users; session statistics; Trackers; Usage Data.

Place of processing: United States – [Privacy Policy](#) – [Opt Out](#).

Contacting the User

Contact form (this Website)

By filling in the contact form with their Data, the User authorizes this Website to use these details to reply to requests for information, quotes or any other kind of request as indicated by the form's header.

Personal Data processed: email address; first name; last name.

Mailing list or newsletter (this Website)

By registering on the mailing list or for the newsletter, the User's email address will be added to the contact list of those who may receive email messages containing information of commercial or promotional nature concerning this Website. Your email address might also be added to this list as a result of signing up to this Website or after making a purchase.

Personal Data processed: email address; first name; last name.

Displaying content from external platforms

This type of service allows you to view content hosted on external platforms directly from the pages of this Website and interact with them.

This type of service might still collect web traffic data for the pages where the service is installed, even when Users do not use it.

Font Awesome (Fonticons, Inc.)

Font Awesome is a typeface visualization service provided by Fonticons, Inc. that allows this Website to incorporate content of this kind on its pages.

Personal Data processed: Tracker; Usage Data.

Place of processing: United States – [Privacy Policy](#).

Google Fonts (Google LLC)

Google Fonts is a typeface visualization service provided by Google LLC that allows this Website to incorporate content of this kind on its pages.

Personal Data processed: Tracker; Usage Data.

Place of processing: United States – [Privacy Policy](#).

Handling payments

Unless otherwise specified, this Website processes any payments by credit card, bank transfer or other means via external payment service providers. In general and unless where otherwise stated, Users are requested to provide their payment details and personal information directly to such

payment service providers. This Website isn't involved in the collection and processing of such information: instead, it will only receive a notification by the relevant payment service provider as to whether payment has been successfully completed.

PayPal (PayPal Inc.)

PayPal is a payment service provided by PayPal Inc., which allows Users to make online payments.

Personal Data processed: various types of Data as specified in the privacy policy of the service.

Place of processing: See the PayPal privacy policy – [Privacy Policy](#).

Interaction with data collection platforms and other third parties

This type of service allows Users to interact with data collection platforms or other services directly from the pages of this Website for the purpose of saving and reusing data.

If one of these services is installed, it may collect browsing and Usage Data in the pages where it is installed, even if the Users do not actively use the service.

GetResponse widget (Implix Sp. z o.o.)

The GetResponse widget is a service for interacting with the GetResponse email address management and message sending service provided by Implix Sp. z o.o.

Personal Data processed: Cookies; email address; first name; Usage Data.

Place of processing: Poland – [Privacy Policy](#).

Interaction with external social networks and platforms

This type of service allows interaction with social networks or other external platforms directly from the pages of this Website.

The interaction and information obtained through this Website are always subject to the User's privacy settings for each social network.

This type of service might still collect traffic data for the pages where the service is installed, even when Users do not use it.

It is recommended to log out from the respective services in order to make sure that the processed data on this Website isn't being connected back to the User's profile.

Facebook Like button and social widgets (Meta Platforms, Inc.)

The Facebook Like button and social widgets are services allowing interaction with the Facebook social network provided by Meta Platforms, Inc.

Personal Data processed: Cookies; Usage Data.

Place of processing: United States – [Privacy Policy](#).

Managing contacts and sending messages

This type of service makes it possible to manage a database of email contacts, phone contacts or any other contact information to communicate with the User.

These services may also collect data concerning the date and time when the message was viewed by the User, as well as when the User interacted with it, such as by clicking on links included in the message.

GetResponse (Implix Sp. z o.o.)

GetResponse is an email address management and message sending service provided by Implix Sp. z o.o.

Personal Data processed: email address; first name; last name.

Place of processing: Poland – [Privacy Policy](#).

Remarketing and behavioural targeting

This type of service allows this Website and its partners to inform, optimize and serve advertising based on past use of this Website by the User.

This activity is facilitated by tracking Usage Data and by using Trackers to collect information which is then transferred to the partners that manage the remarketing and behavioural targeting activity. Some services offer a remarketing option based on email address lists.

In addition to any opt-out feature provided by any of the services below, Users may opt out by visiting the [Network Advertising Initiative opt-out page](#).

Users may also opt-out of certain advertising features through applicable device settings, such as the device advertising settings for mobile phones or ads settings in general.

Facebook Remarketing (Meta Platforms, Inc.)

Facebook Remarketing is a remarketing and behavioural targeting service provided by Meta Platforms, Inc. that connects the activity of this Website with the Facebook advertising network.

Personal Data processed: Cookies; Usage Data.

Place of processing: United States – [Privacy Policy](#) – [Opt Out](#).

Facebook Custom Audience

Facebook Custom Audience is a remarketing and behavioural targeting service provided by Meta Platforms, Inc. or by Meta Platforms Ireland Limited, depending on how the Owner manages the Data processing, that connects the activity of this Website with the Facebook advertising network.

Users can opt out of Facebook's use of Trackers for ads personalization by visiting this [opt-out page](#).

Personal Data processed: Cookies; email address.

Place of processing: United States – [Privacy Policy](#) – [Opt out](#); Ireland – [Privacy Policy](#) – [Opt out](#).

Google Ads Remarketing (Google LLC)

Google Ads Remarketing is a remarketing and behavioural targeting service provided by Google LLC that connects the activity of this Website with the Google Ads advertising network and the DoubleClick Cookie.

In order to understand Google's use of Data, consult [Google's partner policy](#).

Users can opt out of Google's use of Trackers for ads personalization by visiting Google's [Ads Settings](#).

Personal Data processed: Cookies; Usage Data.

Place of processing: United States – [Privacy Policy](#) – [Opt Out](#).

LinkedIn Website Retargeting (LinkedIn Corporation)

LinkedIn Website Retargeting is a remarketing and behavioural targeting service provided by LinkedIn Corporation that connects the activity of this Website with the LinkedIn advertising network.

Personal Data processed: Cookies; Usage Data.

Place of processing: United States – [Privacy Policy](#) – [Opt Out](#).

Tag Management

This type of service helps the Owner to manage the tags or scripts needed on this Website in a centralized fashion.

This results in the Users' Data flowing through these services, potentially resulting in the retention of this Data.

Google Tag Manager (Google LLC)

Google Tag Manager is a tag management service provided by Google LLC.

Personal Data processed: Usage Data.

Place of processing: United States – [Privacy Policy](#).

Information on opting out of interest-based advertising

In addition to any opt-out feature provided by any of the services listed in this document, Users may learn more on how to generally opt out of interest-based advertising within the dedicated section of the Cookie Policy.

Cookie Policy

This Website uses Trackers. To learn more, Users may consult the [Cookie Policy](#).

Further Information for Users

Legal basis of processing

The Owner may process Personal Data relating to Users if one of the following applies:

- Users have given their consent for one or more specific purposes.
- provision of Data is necessary for the performance of an agreement with the User and/or for any pre-contractual obligations thereof;
- processing is necessary for compliance with a legal obligation to which the Owner is subject;
- processing is related to a task that is carried out in the public interest or in the exercise of official authority vested in the Owner;
- processing is necessary for the purposes of the legitimate interests pursued by the Owner or by a third party.

In any case, the Owner will gladly help to clarify the specific legal basis that applies to the processing, and in particular whether the provision of Personal Data is a statutory or contractual requirement, or a requirement necessary to enter into a contract.

Further information about retention time

Unless specified otherwise in this document, Personal Data shall be processed and stored for as long as required by the purpose they have been collected for and may be retained for longer due to applicable legal obligation or based on the Users' consent.

Therefore:

- Personal Data collected for purposes related to the performance of a contract between the Owner and the User shall be retained until such contract has been fully performed.
- Personal Data collected for the purposes of the Owner's legitimate interests shall be retained as long as needed to fulfill such purposes. Users may find specific information regarding the legitimate interests pursued by the Owner within the relevant sections of this document or by contacting the Owner.

The Owner may be allowed to retain Personal Data for a longer period whenever the User has given consent to such processing, as long as such consent is not withdrawn. Furthermore, the Owner may be obliged to retain Personal Data for a longer period whenever required to fulfil a legal obligation or upon order of an authority.

Once the retention period expires, Personal Data shall be deleted. Therefore, the right of access, the right to erasure, the right to rectification and the right to data portability cannot be enforced after expiration of the retention period.

The rights of Users based on the General Data Protection Regulation (GDPR)

Users may exercise certain rights regarding their Data processed by the Owner.

In particular, Users have the right to do the following, to the extent permitted by law:

- **Withdraw their consent at any time.** Users have the right to withdraw consent where they have previously given their consent to the processing of their Personal Data.
- **Object to processing of their Data.** Users have the right to object to the processing of their Data if the processing is carried out on a legal basis other than consent.
- **Access their Data.** Users have the right to learn if Data is being processed by the Owner, obtain disclosure regarding certain aspects of the processing and obtain a copy of the Data undergoing processing.
- **Verify and seek rectification.** Users have the right to verify the accuracy of their Data and ask for it to be updated or corrected.
- **Restrict the processing of their Data.** Users have the right to restrict the processing of their Data. In this case, the Owner will not process their Data for any purpose other than storing it.

- **Have their Personal Data deleted or otherwise removed.** Users have the right to obtain the erasure of their Data from the Owner.
- **Receive their Data and have it transferred to another controller.** Users have the right to receive their Data in a structured, commonly used and machine readable format and, if technically feasible, to have it transmitted to another controller without any hindrance.
- **Lodge a complaint.** Users have the right to bring a claim before their competent data protection authority.

Users are also entitled to learn about the legal basis for Data transfers abroad including to any international organization governed by public international law or set up by two or more countries, such as the UN, and about the security measures taken by the Owner to safeguard their Data.

Details about the right to object to processing

Where Personal Data is processed for a public interest, in the exercise of an official authority vested in the Owner or for the purposes of the legitimate interests pursued by the Owner, Users may object to such processing by providing a ground related to their particular situation to justify the objection.

Users must know that, however, should their Personal Data be processed for direct marketing purposes, they can object to that processing at any time, free of charge and without providing any justification. Where the User objects to processing for direct marketing purposes, the Personal Data will no longer be processed for such purposes. To learn whether the Owner is processing Personal Data for direct marketing purposes, Users may refer to the relevant sections of this document.

How to exercise these rights

Any requests to exercise User rights can be directed to the Owner through the contact details provided in this document. Such requests are free of charge and will be answered by the Owner as early as possible and always within one month, providing Users with the information required by law. Any rectification or erasure of Personal Data or restriction of processing will be communicated by the Owner to each recipient, if any, to whom the Personal Data has been disclosed unless this proves impossible or involves disproportionate effort. At the Users' request, the Owner will inform them about those recipients.

Additional information about Data collection and processing

Legal action

The User's Personal Data may be used for legal purposes by the Owner in Court or in the stages leading to possible legal action arising from improper use of this Website or the related Services. The User declares to be aware that the Owner may be required to reveal personal data upon request of public authorities.

Additional information about User's Personal Data

In addition to the information contained in this privacy policy, this Website may provide the User with additional and contextual information concerning particular Services or the collection and processing of Personal Data upon request.

System logs and maintenance

For operation and maintenance purposes, this Website and any third-party services may collect files that record interaction with this Website (System logs) or use other Personal Data (such as the IP Address) for this purpose.

Information not contained in this policy

More details concerning the collection or processing of Personal Data may be requested from the Owner at any time. Please see the contact information at the beginning of this document.

Changes to this privacy policy

The Owner reserves the right to make changes to this privacy policy at any time by notifying its Users on this page and possibly within this Website and/or - as far as technically and legally feasible - sending a notice to Users via any contact information available to the Owner. It is strongly recommended to check this page often, referring to the date of the last modification listed at the bottom.

Should the changes affect processing activities performed on the basis of the User's consent, the Owner shall collect new consent from the User, where required.

Definitions and legal references

Personal Data (or Data)

Any information that directly, indirectly, or in connection with other information — including a personal identification number — allows for the identification or identifiability of a natural person.

Usage Data

Information collected automatically through this Website (or third-party services employed in this Website), which can include: the IP addresses or domain names of the computers utilized by the Users who use this Website, the URI addresses (Uniform Resource Identifier), the time of the request, the method utilized to submit the request to the server, the size of the file received in response, the numerical code indicating the status of the server's answer (successful outcome, error, etc.), the country of origin, the features of the browser and the operating system utilized by the User, the various time details per visit (e.g., the time spent on each page within the Application) and the details about the path followed within the Application with special reference to the sequence of

pages visited, and other parameters about the device operating system and/or the User's IT environment.

User

The individual using this Website who, unless otherwise specified, coincides with the Data Subject.

Data Subject

The natural person to whom the Personal Data refers.

Data Processor (or Processor)

The natural or legal person, public authority, agency or other body which processes Personal Data on behalf of the Controller, as described in this privacy policy.

Data Controller (or Owner)

The natural or legal person, public authority, agency or other body which, alone or jointly with others, determines the purposes and means of the processing of Personal Data, including the security measures concerning the operation and use of this Website. The Data Controller, unless otherwise specified, is the Owner of this Website.

This Website (or this Application)

The means by which the Personal Data of the User is collected and processed.

Service

The service provided by this Website as described in the relative terms (if available) and on this site/application.

European Union (or EU)

Unless otherwise specified, all references made within this document to the European Union include all current member states to the European Union and the European Economic Area.

Cookie

Cookies are Trackers consisting of small sets of data stored in the User's browser.

Tracker

Tracker indicates any technology - e.g Cookies, unique identifiers, web beacons, embedded scripts, e-tags and fingerprinting - that enables the tracking of Users, for example by accessing or storing information on the User's device.

Legal information

This privacy policy relates solely to this Website, if not stated otherwise within this document.

Enrolment and Payment Procedure

Updated Jan 2025

Enrolments

The following steps outline the procedure for applying for enrolment at the Australian Centre for Meditation and Mindfulness. We take enrolments throughout the year.

1. Read and complete the online application form for the course you are enrolling in.
2. Enrolment is complete on receipt of completed enrolment form and upfront payment (or first payment in relation to a payment plan). For assistance please phone 03-9807 4889.
3. No refunds will be issued for any course payments.

Payments

1. Should a student dishonour a payment on their payment plan, the payment will be reattempted within 3 working days. If this payment fails, the student will need to contact the school immediately to arrange another payment. If they fail to do this, their standing in the course will be jeopardised.
2. Students paying on an Ezidebit payment plan will need to ensure that sufficient funds are available in their account when scheduled payments are due.
3. Students are required to advise ACMM immediately should their bank or card details change.
4. If a payment is missed for any reason, the student will receive an email and/or SMS notification that a payment has been dishonoured. Ezidebit applies a dishonour fee to their account. Ensuring sufficient funds are available is the responsibility of the student, and ACMM accepts no liability or responsibility for these charges. The charges are made directly by Ezidebit and are non refundable.
5. If 3 or more payments are dishonoured then the school reserves the right to recommend that the student use another form of payment or reconsider their enrolment in the course. In some cases, where there are ongoing payment difficulties (5 or more missed payments or the student is not contactable) ACMM may automatically withdraw the student from the course and cease their payments.
6. If a student does not co-operate in fulfilling dishonoured payments, then the student may be suspended from the course in which they are enrolled.

Deferrals, Withdrawals, Cancellations & Refunds Policy

Updated Jan 2025

This policy comes into effect upon application for enrolment and includes applications for waitlisting and scholarship students.

If ACMM denies an application or withdraws a student based on an incomplete application, missing payments or incomplete documents, the relevant financial and academic penalties apply.

Managing the learning experience

Because our goal is to optimise the effectiveness of your training experience, and also run financially viable courses, it is important that late enrolments for retreats and withdrawals from courses are avoided.

The student's mentor will encourage them to prepare themselves for routine ongoing study which in turn provides them with ongoing support in achieving their goals. ACMM aims to provide all students with an excellent development experience. This is best achieved with each student clearly allocating weekly study time. To this end we have created the following supports:

1. Student Support Policy (detailed later in this document) that provides structure and deadlines to keep students moving along in the course at a pace which will see them being able to complete the course within the maximum time frame.
2. ACMM sends regular motivating emails to students as part of the school's commitment to helping students complete their studies. It is the student's responsibility to ensure that they are able to receive these emails by advising ACMM of changes to their email address or if they are unable to receive the emails for any reason.

Withdrawal and Refund Policy

1. No refunds will be issued for course withdrawals of any reason.
2. If a student has not completed their payment plan when they withdraw from a course at any time, then the payment plan must continue until such time as the financial obligations of the student to ACMM are met. This means paying in full for any course sessions or electives for which course material has been sent (regardless of whether that session/elective was completed or the mentoring call conducted), and meeting costs incurred by ACMM including set up call, books, enrolment administration fees and other fees as advised by ACMM's administration. Once a student's withdrawal is received, the student will be advised if their payment plan has not yet met their obligations. If the payment plan has surpassed the obligations, then the payments will be cancelled, and no refund issued for moneys received.

3. All training materials, regardless of whether the work has been completed by the student, or the mentoring call attended, are to be paid in full. Mentoring/tutoring, workshops and retreats that have already been completed are also to be paid for in full.
4. Students who accept their offer and subsequently decide to withdraw from the course must notify ACMM in writing. An enrolment fee will be applicable.
5. The student agrees to repay to ACMM any payments credited to the student in error. ACMM reserves the right to set off the amount of any overpayment made in error against any liability (including any future debt) owing to ACMM by the student.
6. All courses, workshops and retreats are seen as complete and self-contained personal development and communications training courses. A refund for these units is unobtainable if the student is unable to qualify for entry to Diploma level courses or is unable to reach competencies required for Certificate level.
7. No refund is made to a student who withdraws from a course and who then subsequently enrolls for a future course.
8. Where a student has enrolled in a number of courses offered by ACMM, the terms and conditions signed by the student at the time of their first application shall remain binding.
9. Refunds will be made if ACMM defaults in providing paid live events such as workshops or retreats where the event is cancelled. There will be an option for a refund if a live event is postponed.
10. Where a student has failed to meet the course requirements or competencies, they will be placed in another appropriate program which meets their learning needs and offered additional tuition (this will incur additional fees). A refund is not available for students who have for any reason not attended classes, not maintained contact with ACMM during their course time and have not applied for a deferral. Similarly, students who have not been able to meet competencies for any reason are not entitled to a refund of fees.
11. Student may not withdraw from a course or apply for a refund after their course time has expired.
16. Once the student has withdrawn from a course more than once, ACMM may, at their discretion, refuse to offer a place to the student for a third time.
17. No refund of the tuition fees thus far received will be given in cases where an applicant decides to withdraw from the program to take up another course offer at another institution.
18. No refund of the tuition fees thus far received will be given to a student whose visa has been cancelled by the Department of Immigration and Citizenship (DIAC) due to a breach of a condition of their student visa.

Retreats

In order to enrol in the retreat a \$250 non-refundable deposit is required.

Please see retreat cancellation policies pertaining to individual retreats on that retreat's enrolment form.

It is recommended that students take out travel and event insurance in case of illness or injury so that their costs may be covered.

Student Extensions

1. Written notice must be given of student extensions via the [Extension Form](#). An extension may be required if the student cannot complete the work in the maximum specified time frame for the course they are enrolled in.
2. Due to the experiential and developmental nature of this course, students may be asked to complete further study where additional material has been added to the course during their absence and therefore additional fees may apply.
3. Every extension incurs a standard fee and maximum extension periods apply.
4. Course time extensions are not an extension of fees. Payment in full is required as originally agreed.
5. Extensions will incur additional fees for administration, additional tutor support and any increase in fees upon re-entering the course.

Applications for Extensions:

1. If applying for an extension, the student will need to be at a reasonable place in the course to realistically be able to complete their studies within the extension time. Again, acceptable reasons for extension may include personal hardship, illness, bereavement, family issues, injury or major or unexpected life events.
2. Payments for extensions can be made card payment on the form.

Student Support Policy

Updated Feb 2025

So we can help you get the most out of your study experience we have a Certificate/Advanced Cert in Guiding and Teaching Meditation and Mindfulness Student Support Policy. We all need a bit of structure to clarify our vision and pathway to reach our dreams. This support is designed to keep you on track with your studies and have the best chance of reaping the wonderful benefits that your personal potential can bring.

You will receive individualised mentoring after your set up call – starting from Session 1.

In your initial set up call you will:

Devise a study plan with your ACMM mentor which will set you on a path towards your goals in the most efficient and achievable time frame.

Together with your ACMM mentor you will make agreements related to study times, session submission frequency and times and Mentoring appointment times and these will be recorded. Your Mentor will forward these agreements to you to review.

You won't need to remember all this; your mentor will guide you through it.

All your mentoring, setup and elective mentoring calls will need to be conducted in an emotionally safe space. This means being in a quiet, indoor private space (at home). If you must hold the session at your office, please ensure that you are in a separate room where you cannot be heard and are not likely to be interrupted. Due to the personal nature of the course, you need to feel able to express yourself safely and many times you will be meditating with your mentor. This necessitates a quiet and tranquil space, free of distractions where you can be totally present.

We are flexible and understanding and want you to achieve and reach your fullest potential. This is why we customise your study timetable with you to suit your current lifestyle and commitments. You have the option to change this schedule (by changing a call time or submission date) up to 3 times during the course without a fee charged. In order to complete the course in the allowed time, students require a consistent application from the outset. Therefore, in relation to keeping up with submission dates and mentoring calls the following support policies apply:

1. If a scheduled call, Setup / Mentoring / Elective call is missed without 24 hours' notice to your ACMM mentor, a \$35 fee will apply. This can be paid via the Missed Call Button on the student login page before the next call takes place. Forward the receipt to your mentor so they know it is paid and they can reschedule your call. This fee covers the ACMM mentor's time and admin costs of rescheduling.
2. Please remember that in order to have a scheduled call the mentor needs to receive your completed Response Sheet a minimum of 7 days prior to the scheduled call. Late submission of work may mean a rescheduling of your Mentoring call time and the use of one of your 3 free reschedule allowances.

3. If a scheduled call is missed with more than 24 hours' notice to your ACMM mentor, then you can use one of your 3 free reschedules.
4. After 3 calls have been rescheduled with notice, any additional rescheduled calls will incur the same \$35 fee. This can be paid via the Missed Call and Rescheduling button on the Student Login Page before the next call takes place. Forward the emailed receipt to your Mentor so that they know it is paid and can reschedule your call.
5. If a session is 24 hours late, please contact your mentor and arrange a delivery date of the late session. If this is within 24 hours, you may be able to keep the original Zoom appointment (depending on the ACMM mentor's schedule).
6. If your mentor is unable to attend a mentoring call due to an emergency or other reason, you will be awarded an additional free reschedule.

Applications for More Course Time:

This is a self-paced course. You are able to take a break from your studies at any time, as long as you let your mentor know. During your study break, your course time and payments (if applicable) will continue. Once you reach your course expiry date, if you require more time to complete your studies, you can arrange an extension (fees apply). Extensions commence from your course completion date.

If you take an extended study break (over 6 months), there is a possibility of being allocated to a new mentor upon your return.

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Please note it is not worth rushing a session the day before it is due. This course teaches using Holistic Learning Methods, not traditional intellectual learning. It is evident to coaches when a student moves through a session holistically. However, this can be a challenge during your first sessions and your Coach understands this fact. Please note that in order to be prepared for the Assessment, pre-requisites state that not only are the required number of manual sessions to be complete, but evidence of "quality work" needs to be present, i.e. work is not rushed.

We highly recommend the following ways of supporting yourself through the sessions:

That you have an email address for course correspondence with your Mentor that is accessible from computers other than just your own, in case your computer is out of action for any reason during the course.

That you have a USB stick for downloading Response sheets from other computers in the event that your computer is not active. (This is also a nice way to set boundaries for yourself if you share your computer by keeping your Response Sheets private and secure.)

Some notes on assessment and mentoring support throughout the course:

As you work your way through the course, you will need to reach a satisfactory level of competency in the session you are working on before you can move on to the next session. Your fees cover one

resubmission per session. Further resubmission will incur additional charges (between \$20 and \$60 depending on the amount of work needed). A limit of 2 resubmissions per session applies. Once a student has submitted a session a total of 3 times and has been unable to reach competency, then alternative suggestions may be made to address the relevant areas of competency.

Some of these may incur further costs and time, resulting in the need for an extension of study time. However, the student will not be able to progress further in the course until the relevant competencies for that session have been reached. This policy is in place to ensure that we thoroughly support your progress and that our graduates are of the highest standard possible.

This policy is designed to help you succeed and reach your goals and to ensure complete transparency in our student support strategies.

Assessment Policy and Procedure

Due to the nature of the courses being non-traditional, ACMM uses a variety of assessment tools and strategies throughout Core Sessions and Electives to measure student progress, student understanding of content and the student's ability to guide and teach meditation.

Core Sessions and Electives

1. Formative and progressive assessment through the eight core sessions include written session responses, personal practice meditation log books which indicate dedication to meditation practice and growth as required, and creation of meditation scripts and recordings.
2. Responses must be typed into response sheets provided unless prior arrangement has been made with and agreed to by tutor/mentor or supervisor. Scanned or photocopied handwritten responses will not be accepted.
3. Session Response sheets and attachments are to be emailed to your mentor prior to or on set submission date and a minimum of 7 days prior to mentoring call date.
4. The Competency given for a session or elective is based on the total assessment of the work set for that session and the satisfactory completion of all questions in that session or elective.
5. Students are expected to maintain a regular study program completing sessions no more than a month at a time unless prior arrangement has been made with the Mentor. This means allotting the required time to the course work and to yourself.
6. One-to-one reflection and support is provided through the regular Zoom meetings between Mentor and Student throughout the Core sessions and at completion of Electives.
7. Retreats provide opportunity for face-to-face, or online, contact with Mentors.

Assessments and Case Studies

1. Summative **Assessment** following completion of all 8 Core Sessions includes transcript and video assessment of students providing a live guided meditation session.
2. Following initial Assessment, competency-based assessments, referred to as **Case Studies**, are employed to allow the student to further develop their skills with various styles of guided meditation and include the added benefit of mentor support. Case Studies may require video or audio recordings or transcripts along with a Case Study Report. The Case

Studies allow students to fine tune their skills and grow in confidence in guiding and teaching meditation.

3. All students are expected to behave ethically and honestly in undertaking assessment requirements.
4. Non-traditional work such as Workshops and Retreat experiences require non-traditional methods of assessment where relevant. Attitudinal assessments are conducted by mentors upon completion of each experience as necessary.

General Notes on Assessments and Case Studies

The goal for the period of Assessments and Case Studies is for students to receive feedback and support in the practical use of the knowledge and skills they have developed during the course.

It is also a wonderful opportunity to grow in confidence in providing effective and spontaneous meditation guidance as well as facilitating sharing sessions with participants.

Assessment procedure comprises the student gathering a group of 3 – 6 participants to receive a guided meditation session. Preference is for this session to be conducted in person, but Zoom is an alternative if necessary (or if that student plans to mostly provide online meditations once qualified).

The guided meditation session is to be video recorded. The standard ACMM Stages of Meditation will be used to ensure the student's knowledge and skills are displayed effectively.

As well as the stages, a recorded preamble is encouraged.

Facilitation of a short sharing feedback session, after the meditation is complete, with the participants is mandatory and is also recorded (no transcription required). The feedback sharing session must display effective reflective listening skills, or further recordings will be required.

Transcript of the guided meditation will be emailed to the assessment team along with the video recording.

Case Studies:

Case Studies are essentially the same requirements as the Assessment in that a live guided meditation is conducted.

The number and nature of Case Studies will be different for each situation.

Variations may be due to the student's progress with their studies up till now; the competencies achieved from one assessment to the next; technical issues with recordings; need for refinement of skills. The allocated Assessment Mentor has control over these variations in requirements for Case Studies.

Assessment Report Grading:

ACMM operates with the following grading system (adopted in 2008)

Grades

S (Satisfactory) Accredited Diploma or Certificate standard Pass, and all course requirements met.

S- indicates this competency is still in development but very close to fully satisfactory

S+ indicates excellence in this competency

U (Unsatisfactory) on any competencies or

Course requirements not met. Certificate of Attendance– Not Competent

Further information

Artificial Intelligence – AI

AI Policy for ACMM Meditation Teachers in Training

At ACMM, we are committed to fostering the development of authentic, heart-centred meditation teachers. Our program is designed to encourage students to create their own unique meditations, drawing from personal experiences, insights, and wisdom.

Our Stance on AI in Meditation Creation

1. **Meditations from the Heart:** We believe that meditations crafted from personal experiences and individual creativity are deeply impactful and resonate more powerfully with participants.

Meditation is a practice of presence and authenticity, and we encourage our students to embrace this ethos by developing meditations that are entirely their own.

2. **Developing Skills Beyond the Script:** One of our key goals is to empower students to guide meditations naturally and confidently without relying on scripts. Overuse of AI-generated content can hinder the development of these skills, as it may create dependency or reduce the opportunity for organic self-expression and connection to inner resources.

3. **Acknowledging AI as a Tool, Not a Crutch:** While we discourage the use of AI for creating meditations, we acknowledge that it can offer inspiration and generate ideas. For example, students may use AI to explore general themes, learn about different styles of meditation, or brainstorm creative approaches. However, this content should serve only as a starting point, and any meditation created must be transformed into a personal, heartfelt expression.

Policy Guidelines

- **Personal Creation is Required:** All meditations submitted as part of assessments or workshops must be original works created by the student. AI-generated meditations or scripts are not permitted.

- **Develop Authentic Voice:** Students are encouraged to explore their unique teaching style and voice, avoiding reliance on any external tools, including AI, during the creative process.
- **Learning to Guide Without Scripts:** As part of the training, students will gradually move away from scripted guidance to spontaneous meditation delivery. This ensures they develop the skills to connect with their audience intuitively and authentically.
- **AI as Inspiration, Not a Substitute:** If a student chooses to use AI for brainstorming, they must acknowledge it in their work and ensure that their final meditations are significantly reworked and personalized to reflect their own perspective and understanding. **Support and Resources**
- Students who struggle with creativity or confidence will have access to mentoring to enhance their skills.
- Resources, such as guided reflective exercises and peer feedback sessions, are available to support the development of authentic meditation techniques.

By following this policy, we aim to uphold the integrity of meditation teaching while recognizing the evolving role of technology in education. Authenticity and personal connection are the foundations of great meditation teaching, and we are here to support our students in mastering these essential qualities.

Plagiarism

Plagiarism is the unacknowledged use of written material by other people or unacknowledged reworking of previous writing of your own.

1. The nature of this course is such that your own experiences, thoughts, feelings and insights are a major part of the basis for your learning. It is important to explore these aspects of self in the course. Hence if writing from another is used, students are to give credit for this work.
 2. All sources of ideas used in assignments must be referenced. For example, the use of direct quotes, poems, readings must be within quotation marks and reference source provided.
 3. If a mentor finds plagiarism in course work, he or she will document the plagiarism for the student and return the assignment for reworking and resubmission.
 4. Should the second attempt at the assignment contain any plagiarism, this will result in an automatic fail on that assignment.
- Moreover, once one incident of plagiarism has been documented in the ACMM student records, any further incidents in any assignment submitted to ACMM will result in an automatic fail of that assignment.

Cheating

The Assessment and Case Studies require the student to deliver a **spontaneous** guided meditation.

It is legitimate to have a 'dot-point' running sheet to refer to if required, but reading a script is not considered 'spontaneous' guidance and will result in the requirement for resubmission.

All assessment guidelines provided on the Assessment Information Page are to be followed.

Other Conduct

Such as:

Presenting work that has already been submitted for assessment elsewhere.

Fabricating or falsifying data, results, or sources of information.

Presenting the result of collaboration with another student as one's own work.

Disrupting an event, group call or mentoring call by inappropriate behaviour. (See Student Conduct Policy)

Session Resubmissions

Response sheets, tests, video or audio recordings, and other session activities may be resubmitted for grading at the discretion of the mentor. However the following regulations apply:

1. Where a paper/audio/video does not conform to the specific requirements on form and content and where the paper has not been graded, a student may resubmit once without prejudice.
2. Resubmission of a session or activity after having been graded is required prior to the mentoring Zoom call

Event Attendance: Retreats, workshops, intensives

Students are expected to attend all scheduled Zoom calls.

Mentors can be reached on their email address if a Zoom call needs to be rescheduled.

Missed calls, or calls cancelled within 24 hours of the appointment time will incur a fee of \$35.

Cancellation of a Zoom call appointment: with at least 24 hours notice, the cancellation or rescheduling of a Zoom call appointment can be counted as one of three free rescheduling opportunities. If three rescheduled calls have been used, any further rescheduled calls (even with 24hrs notice) will incur a missed call fee.

Retreat Attendance:

1. Respectful interactions between staff and other participants is paramount at all ACMM events.
2. Punctuality is important at retreat due to reducing interruptions to teachings and meditations.
3. If not attending a particular session, do let one of the facilitators know.

4. If a student is experiencing challenging personal responses, it is important to let a facilitator know

Incomplete Work

Any work not completed by the due date must be completed, with the permission of the mentor within the time frame specified for the course. (This time frame includes electives).

Certificate in Guided Meditation Teaching—15 months from start date

Advanced Certificate in Guiding and Teaching Meditation with 3 Electives—19 months from start date

Advanced Certificate in Guiding and Teaching Meditation with 6 Electives—24 months from start date

Diploma in Guiding and Teaching Meditation with 6 Electives—26 months from start date

If a course is still incomplete after this extension of time, it shall be classified as incomplete (Not Competent) unless a written extension application and payment has been submitted at least 2 weeks prior to the maximum time frame for study completion.

Sessions will not be accepted if partially incomplete unless the student is not seeking a qualification and is completing the course for personal growth only.

Repeated Not Competent Assessment Results

If a student is not competent for the same assignment, test or course twice, the student is not eligible to enrol in that unit again. In those cases in which the unit involved is a core unit, the student is normally not eligible to continue in the nominated course.

Supplementary Examinations

Supplementary examinations or supplementary work may be allowed in case of failure by a student in an individual course. Normally this would involve recommendation by the mentor. Additional costs may apply.

Termination of Tuition

Tuition may be terminated if students do not attend for at 100% of the contact hours scheduled for retreats or mentoring calls as required.

Tuition may also be terminated if students do not maintain a satisfactory academic standard during the course or if course requirements are not met.

Assessment requirements vary for individual courses and are outlined in detail in the Welcome Pack, in the final sessions of the course and in the information sent to the student by the assessor.

Course Requirements

Updated January 2025

Advanced / Certificate in Guiding and Teaching Meditation

In order to achieve full competency, students are required to do the following:

1. Complete all core coursework sessions 1-8, to a satisfactory standard deemed by their mentor (including any requested re-submissions and mentoring calls).
2. Complete their video assessment task to a satisfactory level on all competencies.
3. Complete their case study sessions to a satisfactory standard including any requests for additional audio/video recordings or transcripts.
4. Pay any outstanding monies due to the school including: extension fees, re-enrolment fees, course fees (including full payment plan amounts), call rescheduling fees, additional mentoring fees if required or elective fees as applicable.
5. Be deemed competent and complete in their electives by their individual mentors. (Have completed all mentoring calls and coursework)
6. Display a working and applied understanding of the 11 Attitudes covered in Session 1 of the course work.

Interactive work with other students

Some sessions require students to interact with other students in order to complete the session. It is imperative and part of the student conduct policy for students to:

1. Stick to the agreed times that they have arranged with other students.
2. Keep up to date with work through these sessions so that students are mindful of not holding each other up with completing their coursework.
3. We will do our best to match you with a buddy in a timely way for these sessions. If you are required to wait, then completing an elective is a great use of your time.
4. If a buddy is not available when needed, we may be able to place students in a group of 3. This is a fantastic opportunity to study in a small group and prepare oneself for working with larger groups.
5. Please complete all work in manuals according to proper instructions. That means conducting live meditations with each other. Pre-recording and sharing of material is not permitted and students will be in infringement of the school's conduct policy should they do this. This will result in having to repeat the session at an additional cost.

Course Time Limits

Updated January 2025

As explained in the Course Prospectus and Welcome Pack there are maximum time limits applicable to all courses. Here is some more detailed information about possible scenarios:

1. Certificate in Guiding and Teaching Meditation – Maximum time frame – 15 months
2. Advanced Certificate in Guiding and Teaching Meditation with 3 electives – Maximum time frame – 19 months (including 3 electives included in the course)
3. Specialist Advanced Certificate in Guiding and Teaching Meditation with 6 electives – Maximum time frame – 24 months (including 6 electives included in the course)
4. Diploma in Guiding and Teaching Meditation – Maximum time frame – 26 months.
5. Standalone electives/workshops 6 months.*
6. Certificate or Advanced Certificate with additional electives (purchased separately) is the same as standalone electives (6 months). Maximum time frames for the Certificate or the Advanced Certificate electives still apply.
7. Where a student has completed the Certificate and wishes to upgrade to the Advanced Certificate, there is a limit of 2 months per elective.
8. Students who have been unable to complete their electives within the maximum time frame allowable for the course may apply for an extension. Where they have already done so and this time frame has elapsed, they may complete unfinished electives at a cost of \$132.50 per elective. The standalone time frame applies unless they are upgrading to the Advanced Certificate.*
9. Students who were originally enrolled in the Advanced Certificate, but completed to Certificate level due to time running out, may complete the remaining 2 electives at a cost of \$132.50 per elective with a time limit of 2 months per elective.
10. Students who have run out of time and exhausted extension options but have completed more than half of the course requirements may continue their studies at a reduced rate. Students who have let their course time lapse and have been uncontactable and then wish to return have the option to re-enrol and pay 50% of the course fee.

* Journaling elective excepted. Once commenced, this elective has a recommended completion time of less than 8 weeks for those wanting a professional Certificate or to have the elective counted towards a qualification.

Grievance Policy and Procedure

Updated January 2025

The Australian Centre for Meditation and Mindfulness (ACMM) (formerly Australian Centre for Holistic Studies (ACHS)) Grievance Procedure is set up to resolve disputes based on the code of ethics between:

- A student and another student
- A student and ACMM

The role and responsibility of the ACMM Ethics Committee is to receive and redress complaints according to the ACMM Grievance Procedure. The Ethics Committee also has a role in communicating all Policies and Procedures to ACMM students.

Principles

1. The Procedure follows the principles of natural Justice.
2. The members of the Ethics Committee treat all people involved with respect. They act fairly, in good faith, without bias and in a Judicial temper (i.e. properly, justly, soberly).
3. They give everyone the opportunity to adequately state a case and to correct or contradict any statement prejudicial to their case.
4. No person may be judge in their own case. That is, a person must declare any interest they have in the subject-matter of any dispute before them, or any matter on which they are called to make a decision.
5. A person must have notice of what he or she is accused
6. Any documents which are looked at by the decision-makers must be disclosed to the parties interested.
7. In short, not only should justice be done, but it should be seen to be done.

(Adapted from Osborn's Concise Law Dictionary 6th edition John Burke)

The Ethics Committee uses open and transparent processes.

1. The Grievance Procedure should be accessible, with assistance for people who cannot make written complaints.
2. There are no financial charges for people using the Grievance Procedure.
3. The criteria for decision-making are uniform and open.
4. Documentation including records of telephone and face to face conversations, meetings and decision making processes - is kept.

5. People using the Grievance Procedure have access to documents that concern them where relevant and appropriate.
6. The Ethics Committee keeps information confidential in the wider community, and members behave with discretion in the wider community.
7. The Ethics Committee's compensation in membership should be appropriate to the circumstances, for example in terms of gender, expertise, and geographical location. In particular circumstances ACMM committee may co-opt members to the Ethics Committee.
8. The Ethics Committee is responsible for monitoring the implementation of its decisions and recommendations.
9. The Ethics Committee is independent in its decision-making, but accountable generally to the ACMM committee and membership.

Practice

1. ACMM assists in resolving dispute through:

- A request for more information in writing or by telephone
- Telephone interviews
- Meetings with one party
- Meeting with both parties (where possible and practical)

2. The parties to the dispute must meet / speak and discuss the matter in dispute before using the grievance procedure. If possible resolve the dispute within 14 days after the dispute comes to the attention of all parties. In the event that a resolution could not occur, then proceed with grievance procedure.

3. ACMM requires the complainant to put the grievance in writing using ACMM official grievance forms. They need to:

- Request an Investigation to occur
- Provide supporting evidence

4. ACMM requires the other party to respond in writing. They need to:

- Write a response to the investigation request
- Provide supporting evidence for their own position

5. The parties within 14 days hold a meeting either in person or electronically in the presence of an ethics committee who follows official procedures as outlined.

Note: See ethics committee meeting procedures

6. Where no resolution can be found, a professional mediator should be sought to assist.

Role of the Ethics Committee

Ethics committee role is to facilitate communication with both parties toward a resolution. The parties in dispute must in good faith attempt to settle the dispute.

Ethics committee meeting procedures

- a. Individual members of the ethics committee review all written submissions by both parties prior to the meeting.
- b. Decide whether mediation is an option or not. If not, make special provisions to address the grievance. Note: See Special Provisions
- c. All written submissions to be present at the meeting
- d. Both parties summarise their case
- e. Ethics committee members to facilitate by asking clarifying questions and other questions that might assist in increasing positive communication between both parties to adopt a win/win approach. (Refer to document win/win guidelines)
- f. Both parties and ethics committee to attempt a win/win outcome where to the best of everyone's abilities all party needs are met.
- g. In the event that a resolution is still not made the ethics committee may recommend that both parties use an independent professional mediator referred by the ethics committee. This is in the case that mediation is deemed an appropriate option by all and is available locally or via teleconference as a professional service.
- h. Encourage the use of legal processes in cases of alleged criminal behaviour.

Special Provisions

If mediation is not an option, or if mediation fails, make special provisions to address the grievance.

Example:

- In cases of alleged sexual abuse
- Other alleged criminal behaviour.

Parties may then seek to resolve dispute in accordance with the law.

These special provisions include:

- a. If appropriate, recommend to the Student Conduct S.C. Committee for resolution under student conduct policy.
- b. To send a letter of advice to the ACMM student whose behaviour is in question.
- c. All parties have the right to appeal within three months of the last official meeting date.

Student Conduct Policy and Procedure

Updated January 2025

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INTRODUCTION

The Australian Centre for Meditation and Mindfulness (ACMM) – formerly the Australian Centre for Holistic Studies (ACHS) – is committed to providing educational opportunities for adults that satisfy the need of the student to reach their full potential. In doing so, it acknowledges the inherent responsibility each student and prospective student accepts for establishing and maintaining appropriate standards of conduct both prior to and/or while following a course of learning or using a service/facility at ACMM.

The aim of this document is to set out the policy for ACMM for ensuring the appropriate conduct of both its students and prospective students and guidelines for resolving matters of inappropriate student conduct.

All proceedings initiated under these guidelines will be conducted with due regard for the principles and practice stipulated in ACMM's Equal Opportunity Policies.

RESPONSIBILITIES

Responsibilities of Students

It is the responsibility of all students to ensure appropriate standards of conduct both prior to and/or while participating in a course or using a service/facility on ACMM premises. All students should be aware of ACMM student conduct policy and guidelines for dealing with matters of inappropriate student conduct.

Responsibilities of General and Teaching Staff

1. Staff have an important role to play in setting appropriate standards of student conduct within their areas of responsibility including
2. Ensuring appropriate standards of conduct are established and maintained by students at all times during a course and/or use of service/facility.
3. Ensuring that their own behaviour contributes to and supports appropriate standards of student conduct; and intervening in cases of inappropriate student conduct, except where this could put the staff member(s) in danger.
4. All staff and consultants should be aware of ACMM policy and guidelines for dealing with matters of inappropriate student conduct.

Responsibilities of Managers

5. The manager responsible for the educational program will determine whether to move beyond this informal conciliation (see 5.1 below) to formal conciliation (see 5.2).

POLICY STATEMENT

ACMM recognizes that appropriate standards of conduct are essential for the efficient operation of ACMM and for the safety and wellbeing of staff and students.

ACMM is committed, wherever possible, to encouraging and supporting the individual students to adjust to the responsibilities and requirements of learning in an adult environment.

ACMM recognizes that personal motivation, commitment and ability to learn in a group setting are essential requirements for successful participation in adult education.

ACMM requires students and prospective students to demonstrate at all times basic courtesy, consideration and cooperation in their interactions with both other students and staff. It is recognised that during the inner child component of the course emotions will be released onto a trigger and this is to be conducted under the close guidance and supervision of the trainer.

ACMM requires all students and prospective students to comply with organisational requirements regarding health and safety matters and care of buildings and equipment.

ACMM will ensure that all complaints regarding matters of student conduct will be dealt with quickly, impartially and informally. Where informal attempts to resolve a complaint fail, a formal disciplinary process is available (paragraph 7).

ACMM will ensure that strict confidentiality is observed in dealing with all complaints and/or any action taken in regard to matters of inappropriate student conduct.

DEFINITIONS AND CONCEPTS

Indicators of Likely Student Success

The following attitudes and/or skills are considered important indicators of likely student success in any adult learning program.

Personal motivation can be assessed or demonstrated by:

- a. A genuine interest and/or purpose in learning
- b. A capacity to sustain concentration on a learning task for a period of time consistent with the duration of the class or activity
- c. The clear expression of learning goals

Group learning skills can be assessed/demonstrated by:

- a. Appropriate communication skills, including willingness to listen, to take turns during discussions and to respond appropriately to ideas and requests.
- b. The ability to acknowledge the rights of all members of the group.

Time management skills can be assessed and/or demonstrated by:

- a. Being punctual for all scheduled learning activities
- b. Regular attendance
- c. Completion of assigned tasks to an agreed timeline or negotiation of extension to a deadline where appropriate.

Inappropriate Student Conduct

General Misconduct

Behaviour exhibited by an ACMM student which is improper in all the circumstances and/or contrary to generally accepted standards of behaviour within the wider community, including:

- a. Being on ACMM premises, on an ACMM Zoom mentoring or other call or on an ACMM Retreat at any time and consuming or having consumed alcohol or appearing affected by drugs. Use of illicit drugs at any time during the student's training in online Certificate or Diploma courses (whether or not they are directly in contact with ACMM staff).
- b. Persistent disruptive behaviour within the class or outside the class affecting other students or staff.
- c. Verbally abusive or hostile behaviour affecting fellow students or staff.
- d. Uninvited intrusion into the private life of students or staff.
- e. Smoking, or the use of prohibited or illegal substances on ACMM premises.
- f. Behaviour counter to the letter or spirit of ACMM policies or practice on equal opportunity and the 11 attitudes covered in Session 1.
- g. Failure to observe safety rules and group agreements.
- h. Engaging in sexual behaviour or sexually harassment or aggression towards staff, fellow students or any person at any time whilst on retreat.
- i. Prospecting students or staff as potential clients for their own business needs.
- j. No programs, workshops, Counselling or training containing information or processes from the Cert/Advanced Certificate in Guiding and Teaching Meditation are to be advertised or conducted until the student is deemed fully qualified.

k. Students or graduates conducting workshops, courses, programs or counselling in the same location or vicinity as ACMM.

l. Students or graduates conducting programs in direct competition with ACMM.

m. Persistent inappropriate student conduct (3 or more incident reports) – this matter would proceed straight to formal conciliation.

n. Incidents involving General Misconduct may be reported using an Incident Report Form (See attachment 1).

Gross Misconduct

a. Behaviour exhibited by an ACMM student of a kind which would generally be considered of a serious nature, such that it may be considered intolerable for the members of staff and/or other students concerned for the student to remain on ACMM premises, or be in any other way involved with ACMM, and/or involves the commission of a criminal offence, including:

b. Carriage, use or being in possession of a prescribed or regulated weapon or dangerous article on ACMM premises without a lawful excuse.

c. Physical assault on a member of general and/or teaching staff, other students or a member of the public or behaviour which is perceived by individuals to be threatening while on ACMM premises.

Theft from staff, students or ACMM

a. Slander or harassment (whether verbal, sexual or otherwise) of staff or students

b. Arson on ACMM property

c. Wilful and/or malicious damage to ACMM property and/or equipment.

d. Incidents involving Gross Misconduct should be reported using a Critical Incident Report Form (see Attachment 2). Critical Incident debriefing notes/guidelines can be found at attachment 4, and General Aggression Management principles at attachment 8.

Specific Conduct Policy for Retreats:

a. Includes all items for General Misconduct and Gross Misconduct and in addition the following:

b. Physical space and privacy of others on the retreat is to be respected at all times.

c. Televisions are not to be viewed at any time whilst on the retreat.

d. Excessive controlling behaviour of others will not be tolerated.

e. 100% Attendance is required during the retreat, unless due to illness.

f. Soliciting for their own business needs any person within the program or outside the program that they come in contact with during the program. Any interested parties must be referred directly back to the school. E.g. Resort Staff, Local residents where programs are conducted, Staff at eateries or shopkeepers or university students or staff associated with the venue.

ACMM Premises

Throughout this policy 'ACMM premises' refers to venues operated or controlled by ACMM and venues where ACMM programs or activities are conducted.

GUIDELINES FOR DEALING WITH MATTERS OF GENERAL MISCONDUCT

Informal Conciliation

The following guidelines should be observed in cases where the inappropriate conduct of a student/s falls under the concept of general misconduct as set out in this policy and should be exercised to the full extent that the duration of the course or other learning activity in which the student is engaged permits. The manager may be consulted for advice and/or support during any stage of informal conciliation.

1. Staff including the trainer or appropriate program co-ordinator should discuss informally with the student the aspect/s of their conduct which are deemed inappropriate. Both the ways, in which the conduct is expected to improve and, where appropriate, the timeline within which improvements are expected to take place should be indicated. The student should be encouraged, wherever appropriate, to seek any and all available means of personal/practical support to assist in meeting these requirements, including the range of support services offered through ACMM.
2. If the student indicates a willingness and/or ability to meet the negotiated requirements, the trainer or manager should monitor the situation informally, and, where necessary set a date for review.
3. If the student indicates an unwillingness and/or inability either to acknowledge the inappropriate conduct and/or to meet the negotiated requirements after an agreed period of time, the following procedure should be adopted.
 - a. Wherever the time frame of the learning program reasonably allows, staff should contact the manager who will determine whether to institute formal conciliation.
 - b. Where it is considered necessary to ask the student to leave the building or the course, the procedure as set out in this policy should be adopted.
 - c. Where it is not possible for formal conciliation to take place within the given time frame, the tutor, together with another member of staff wherever possible, will have the right to ask the student to discontinue the learning activity and to advise the student that the matter will be referred to the relevant manager for further consideration as set out in this policy.
 - d. Where it is considered necessary to ask the student to leave the building, the procedure as set out in this policy should be adopted.

Formal Conciliation

The manager will consider the circumstances of the case and, wherever time permits, arrange to video call with both the student and relevant staff members to discuss the situation. The student can be accompanied by a friend who may be a fellow student or any other person of the student's choice (other than legal counsel) if they so wish.

As a result of this discussion it may be determined that:

1. The student will continue with the course or use of service/facility on the basis of compliance with a written agreement of expected conduct signed by all parties involved in the conciliation process; or
2. A more appropriate alternative learning program may be offered to the student, or information about a more appropriate learning program at another institution may be provided. In this instance, course fees should normally be altered accordingly.
3. If an agreement is drawn up it should include:

The date of the meeting

The date(s) the inappropriate conduct took place

A description of the nature of the inappropriate conduct

A summary of agreed follow-up action, including the provision of any services necessary to meet identifies support needs.

Parties to the agreement

The date set for review of the situation.

The student will be provided with a copy of the agreement. The original agreement will be retained by the trainer and a copy sent to the manager.

If a date is set for review and upon that date, all parties are agreed there has been a satisfactory improvement, the student will be advised of the successful outcome and the review process will be discontinued.

If a date is set for review and upon that date, all parties are agreed that there has been minimal improvement, a later review date may be set. If so, copies of the original agreement should be endorsed, and any alterations initialled and dated by all parties.

If a date is set for review and the student:

- a. Does not attend the arranged meeting
- b. Attends the meeting but does not agree to the terms of the proposed contract; or
- c. Does not satisfy the terms of the signed contract after an agreed period of time;

The manager responsible for the educational program should commence formal disciplinary action.

Where the student so wishes, the student may have present at a conciliation meeting (formal or informal) a 'next friend' who is to act as an observer on behalf of the student.

GUIDELINES FOR DEALING WITH MATTERS OF GROSS MISCONDUCT

Where it is determined that an act of gross misconduct has occurred the following steps should be taken.

1. The student should be advised immediately by the staff member(s) concerned of the inappropriate conduct.
2. The manager should be notified immediately or at the earliest opportunity.
3. The manager may, if the situation allows, approve a course of subsequent action involving;
 - a. Formal conciliation
 - b. Formal disciplinary procedures

If the situation does not allow for the manager to approve a course of subsequent action, staff involved will have the right both to ask the student to leave the building and to advise the student that the matter will be referred to a manager for investigation. All discussions with the student in relation to her/his removal or her/his acts on the premises should at all times be done in the presence of another staff member.

Where it is considered necessary to assist the student to leave the building, the following procedure should be adopted.

- a. A staff member together with another staff member should ask the student to leave the building immediately.
- b. Staff should, where necessary, assist in the removal of persons from the premises, however the assistance must be reasonable and no forcible removal should be employed.
- c. If the student appears to be of dangerous or injurious disposition or refuses to be removed, or if it is reasonably believed that the act of gross misconduct is of a criminal nature or necessitates police action, staff may call the police immediately but should maintain supervision of the student.

FORMAL DISCIPLINARY PROCEDURE

The relevant manager, after considering the circumstances of the case as presented by the trainer, will determine whether the student will be formally suspended from participating in either said course and/or use of said service/facility, or from any learning activity or use of service/facility at ACMM pending the outcome of a hearing of the Student Disciplinary Committee.

The student disciplinary committee will consider, comment and decide upon cases where a student has been suspended from class, or is under consideration for suspension from class.

Membership of the Committee will consist of:

The relevant manager or, in his/her absence another manager

One member of teaching staff from ACMM

One member of programming, service staff, or an external qualified MAA member as deemed appropriate by ACMM.

The Committee will meet within 7 working days of the date the formal complaint being made to consider all reasonably available written documentation relating to a particular case, including the written statements of the student, staff involved and any other witnesses. The student may submit any other written evidence to the Committee in support of their case.

The Committee may call anyone who has submitted a written statement concerning the complaint to appear at the hearing.

At all stages of the formal disciplinary procedure a student has an absolute right to be:

Accompanied at any disciplinary hearing by a representative who may be a friend, a fellow student, or any other person of that student's choice other than legal counsel.

Advised in advance and in writing of the complaint against him/her and be given adequate opportunity to explain or defend him/herself including the right to call witnesses and produce documents as appropriate; and advised of the Committee's decision in writing.

The Committee, after considering all available evidence, will arrive at one of the following decisions.

1. If the case against the student is not proven on the balance of probabilities, the Committee will determine that the student be readmitted to the class and/or be allowed to resume use of the service/facility or reimbursed the course fees should the student not wish to continue.
2. If the case against the student, while proven on the balance of probabilities, is not considered sufficiently serious to determine that the suspension continue, the Committee will determine that the student should be readmitted to the course and/or be allowed to resume use of the facility.
3. The suspension is continued for the duration of the course with reimbursement of fees although the student is eligible to enrol in other ACMM courses.

4. The student is banned from enrolling in all ACMM courses and/or from using any ACMM service/facility for a specified period.

CONFIDENTIALITY

Other than as required by law, strict confidentiality will be observed during all proceedings conducted under this policy. Discussion, information and records will remain confidential.

PUBLICITY MATERIAL

The manager will be responsible for the preparation and distribution of publicity material relating to this policy and guidelines.

TRAINING PROGRAM

Each manager, will be responsible for conducting training programs for general and teaching staff in the application of this policy and guidelines in the learning environment.

REVIEW

The Policy and Guidelines on Student Conduct shall be reviewed by the Manager/s in consultation with staff every 3 years or as deemed necessary by the manager.