

## PRIVACY

The information you provide in this application will be used to process your enrolment at IH Sydney Training Services Pty Ltd (hereinafter called "IH Sydney"). This information will be treated as confidential and is available for your review. However, it may be made available to Australian Immigration and education authorities in relation to your visa (if applicable), as required by the National Code and the ESOS Act. IH Sydney may send you information about our centre or other courses. You may request not to receive further information at any time.

## TERMS AND CONDITIONS

I, the candidate/trainee, note the availability of pre-enrolment information at [www.ihsydney.com.au](http://www.ihsydney.com.au) and agree to the following:

- Acceptance to my course is subject to successful completion of a selection and/or interview process and I agree that IH Sydney in its absolute discretion, may accept or reject my application to undertake the course.
- Once a place has been offered, it can only be secured when a deposit or full fee has been paid as stated in the Course Dates and Fees Schedule. I agree that if I do not pay the balance of fees 14 days prior to course commencement that my position on the course can be offered to another candidate.
- I acknowledge that the school is closed on public holidays, and that these dates are specified on the IH Sydney website:
- IH Sydney City & IH Bondi: 01/01, 26/01, 30/03, 02/04, 25/04, 11/06, 06/08, 01/10, 25/12, 26/12 – 01/01/2019
- IH Darwin: 01/01, 26/01, 30/03, 02/04, 25/04, 07/05, 11/06, 27/07, 06/08, 01/10, 25/12, 26/12 – 01/01/2019
- IH Melbourne: 01/01, 26/01, 12/03, 30/03, 02/04, 25/04, 11/06, 28/09, 06/11, 25/12, 26/12 – 01/01/2019

• I am obligated to inform IH Sydney of my emergency contact number and current residential address while enrolled on a course, and any changes to those details within 7 days of the change.

• A transfer request from/to IH Sydney within 6 months of the principal course is only accepted where a release letter is received/issued by IH Sydney and in accordance with Standard 7 of National Code.

• I understand that all enrolments in ELICOS courses of 24 or fewer weeks constitutes as one course. Once I have commenced my course, I am not entitled to a refund for any unused weeks or tuition.

• IH Sydney reserves the right to increase fees at any time and to cancel a course if there is an insufficient number of candidates. In the event of a course not being delivered, I am still covered by the Tuition Protection Service (TPS), an initiative of the Australian Government to assist international students whose education providers are unable to fully deliver their course of study. The TPS ensures that international students are able to either:

- complete their studies in another course or with another education provider or
- receive a refund of their unspent tuition fees.

• I need to disclose, during my interview, any medical problem that may affect my ability to participate in, and/or complete the course I am applying for in accordance with the course requirements

• I must attend 100% of classes or I will be breaching Student Visa conditions. IH Sydney must report students with less than 80% attendance to the Australian Government Department of Immigration and Border Protection (DIBP) and this could result in a Visa cancellation.

• The following may affect my grade and may be grounds for dismissal from the course:

- failure on my part to co-operate reasonably with other trainees, students, IH Sydney personnel and third parties such as, but not limited to, work experience providers
- non compliance on my part with the IH Sydney code of conduct. A copy of the code can be obtained from IH Sydney.
- Failure on my part to complete any written assignments on time and to a satisfactory standard will affect my grade. I accept as final all decisions made by IH Sydney in regard to certification, grading and dismissal from the course

• I accept financial responsibility for any books and materials borrowed by me

• Trainees/students on IH Sydney courses will have different trainers/ teachers during their courses and class sizes and timetables may vary.

• I may be photographed and videotaped during my time at IH Sydney and these images may be used for marketing communications

• I must inform IH Sydney in writing if I do not wish to be photographed or videotaped and have these images used for marketing communications

• That this written agreement, and the right to make complaints and seek appeals of decisions and action under various processes, does not affect the rights of the student to take action under the Australian Consumer Law, if applicable.

• I understand that if I am on a Student Visa it is my responsibility to advise IH Sydney of my current residential address on arrival and if I change my address I must notify the centre immediately. I am aware that failure to notify the centre may result in automatic cancellation of my visa without my knowledge.

• I am responsible for keeping a copy of this agreement, as well as any receipts of payment.

### I ACCEPT THE FOLLOWING REFUND POLICY

• More than 28 working days written notice before the original course start date: Full refund of tuition fees less any enrolment fees, additional fees, course deposit and accommodation booking fees. A \$300 Admin Fee applies to all refunds.

•28 working days or less but greater than 14 working days written notice before the original course start date: 80% of tuition fees less any enrolment fees, additional fees, course deposit and accommodation booking fees. A \$300 Admin Fee applies to all refunds.

•14 working days or less written notice before the original course start date: 0% refund. There is no refund of tuition or any fees for cancellation fewer than 14 working days before the original course start date.

#### NOTES TO REFUND POLICY

•Payments received directly from agents are refunded to the agent. Payments received directly from students are refunded directly to the student.

•It may be possible, up to two weeks before a course starts, to transfer to a later course date

•CELTA deposits are non refundable. Deferrals may be considered under special circumstances, a fee of \$250 applies.

•No refund will be issued if I do not commence a course for which I have paid or if I withdraw after I have commenced the course

•If my visa application is denied, a full refund of all unused Course fees and related fees, less the enrolment fee, will be made provided that IH Sydney receives a copy of the Australian Embassy rejection letter prior to course commencement and within 24 hours of the default date. Refunds will be paid after a minimum of 8 weeks of receipt of the written claim, and possibly longer, at the discretion of IH Sydney Training Services Pty Ltd. In the case of a visa refusal based on fraudulent documents, including false statements in the GTE form, no refund will be issued.

•IH Sydney will issue a full refund in the event of a course being cancelled or not completed by IH Sydney due to insufficient numbers or any other reason. In this event, the full refund will be paid within 2 weeks after the provider default date.

•If I request a refund, I will do so in writing addressed to the Principal of the centre, stating the reason for my request and including all other necessary information that support this request. In the event that a refund is granted by IH Sydney, it shall be paid after a minimum of 4 weeks of receipt of the written claim, at the discretion of IH Sydney Training Services Pty Ltd. An Admin Fee of \$300 applies to all refunds.

#### INDEMNITY AND RELEASE

I, the candidate/trainee, am aware that certain risks and dangers may be associated with any study undertaken and participation in associated activities including but not limited to participation in compulsory practice teaching and observation activities, travel and optional recreational activities. In consideration of IH Sydney accepting my application as a candidate and/or trainee, I agree that I will not hold IH Sydney responsible or liable for and will not make any claim against IH Sydney by reason of any injury, damage or loss which I may suffer as a result of or in connection with or during the period of:

1. My attendance at IH Sydney and /or

2. My participation in activities whether educational, social, recreational or otherwise, conducted or arranged by or on behalf of or by arrangement with IH Sydney or in any way associated with IH Sydney and/or

3. Whilst in accommodation whether short term or long term arranged for me by IH Sydney.

On behalf of myself, my executors, administrators and assigns, I hereby release IH Sydney from all liability to myself or to any other person for any such injury, damage or loss and from any actions, claims or demands which, if I had not entered into this Agreement, I might hereafter have been entitled to take or make against IH Sydney in respect of any such injury, damage or loss and I hereby indemnify IH Sydney against any such liability.

I agree that this Agreement shall be governed in all respects by and interpreted in accordance with the law of the State of New South Wales in the Commonwealth of Australia. I certify that the information I have given is true and correct and that I have read the 'Terms and Conditions' and 'Indemnity and Release' above, and agree to be bound by them.

I understand that all communication from the school will be sent to the email address I have provided

Student Name

Student Signature \_\_\_\_\_

Date