

TERMS AND CONDITIONS

I, the applicant, note the availability of pre-enrolment information, including at www.ihSydney.com.au and www.ihBC.edu.au, and have, in making my choice to study with IH Sydney Training Services Pty Ltd (hereinafter called "IH Sydney"), viewed the relevant course outlines and details of the services and facilities of the campus at which I am applying to study and agree to be bound by these Terms and Conditions of Enrolment. I also acknowledge that I am responsible for keeping a copy of this agreement, as well as any receipts of payment.

I verify that all the information I have submitted in and/or with and/or in support of this application is accurate, up to date, and complete and that I have and/or will disclose, prior to commencing my course, any medical or other matters that may affect my ability to participate in and/or complete the course I am applying for so that I can be given appropriate support.

I agree that should this application be accepted, I will behave in a safe, responsible, respectful, and appropriate manner at all times, and will not undertake any activity or action that may be deemed dangerous and/or beyond my ability to carry out safely while on IH Sydney premises and/or while participating in excursions, extracurricular activities and/or events organised by IH Sydney, and/or while in accommodation facilities organised by IH Sydney.

I, the applicant, acknowledge that this written agreement, and the right to make complaints and seek appeals of decisions and action under various processes, does not affect my rights to take action under the Australian Consumer Law, if applicable.

I, the applicant, acknowledge that if I am on a student visa it is my responsibility to advise IH Sydney of my current residential address, mobile number (if any), and email (if any) as well as contact details of whom to contact in an emergency on arrival. I also understand that if any of these details change, I must notify the college within 7 days of the change. I am aware that failure to do so would be a breach of my visa conditions.

IH Sydney is bound by the legislation of the Australian Government including the Education Services for Overseas Students Act 2000 (ESOS Act), the Education Services for Overseas Students Legislation Amendment (Tuition Protection Service and Other Measures) Act 2012. These and other associated legislations can be found at <https://www.internationaleducation.gov.au>

ENTRY REQUIREMENTS

For English Programs

Students must meet the entry requirements as per <https://ihSydney.com.au/learn-english/>

For Teacher Training Programs

Students must meet the entry requirements as per <https://ihSydney.com.au/teach-english/>

For Junior Programs

Students must meet the entry requirements as per <https://ihSydney.com.au/junior-programs/>

For ihBC Programs, students must meet the following entry requirements:

All qualifications:

- be 18 years of age or over
- participate in the interview process and
- have access to a laptop or tablet for home and classroom use.

Additional requirements at qualification level:

Certificate III qualifications

- Year 10 Australian certificate or equivalent literacy and numeracy levels or higher qualifications and
- General English at Intermediate level or IELTS level 5.0 or equivalent for international students, with no less than 4.5 in any band.

Certificate IV qualifications

- Year 12 Australian certificate or overseas equivalent and
- General English at Upper Intermediate level or IELTS level 5.5 or equivalent for international students, with no less than 5.0 in any band.

Diploma qualifications

- Year 12 Australian certificate or overseas equivalent
- Certificate IV in Business or other related qualifications; or demonstrated vocational experience and
- General English at Upper Intermediate level or IELTS level 5.5 or equivalent for international students, with no less than 5.0 in any band.

Advanced Diploma qualifications

- Year 12 Australian certificate or overseas equivalent
- Diploma of Business or two years equivalent full-time relevant workplace experience and
- General English at Advanced level or IELTS level 6.0 or equivalent for international students, with no less than 5.5 in any band.

Graduate Diploma qualifications

- be a minimum of 18 years of age
- have:
 - o a Diploma or Advanced Diploma qualification in related fields of study and 3 years equivalent full-time relevant workplace experience at a significant level of project or program leadership and management responsibility and/or complexity in an enterprise, or
 - o a Bachelor degree in related fields of study and 2 years equivalent full-time relevant workplace experience at a significant level of project or program leadership and management responsibility and/or complexity in an enterprise, or
 - o five years equivalent full-time relevant workplace experience at a significant level of leadership and management responsibility and/or complexity in an enterprise.
- have an IELTS or equivalent score of 5.5 with no less than 5.0 in any band and
- access to a laptop or tablet for home and classroom use.

HEALTH INSURANCE AND OSHC

IH Sydney advises that all students should have appropriate and adequate health, medical, and accident insurance while they are in Australia. All student visa holders are required, as a condition of their visa, to have Overseas Student Health Cover (OSHC) before a Confirmation of Enrolment will be issued, and it must be valid for the duration of the stay in Australia on that visa. Student visa applicants are required by IH Sydney to provide a document with the student's name and date of coverage as proof of this cover.

This must be obtained before arrival in Australia and provide cover from the date of arrival in Australia.

IH Sydney can arrange OSHC for student visa applicants only. If IH Sydney arranges a student's OSHC only for the first course or part of a longer programme, it is the student's responsibility to either extend or take out OSHC for the rest of their time in Australia.

CREDIT TRANSFER AND RECOGNITION OF PRIOR LEARNING

Course Credit and Recognition of Prior Learning (RPL) is part of a system to allow students to gain recognition for prior learning by providing the appropriate evidence of relevant professional experience and training and of other RTO qualifications and statements of attainment.

Students need to apply for Course Credit in writing, with supporting evidence as required, before their course starts. If the Course Credit is granted before the student visa is granted, the actual course duration (as reduced by Course Credit) will be acknowledged in the Confirmation of Enrolment issued for that student for that course. If the course credit is granted after the student visa grant, IH Sydney will report the change of course duration via PRISMS as per section 19 of the ESOS Act.

All applicants can apply for Recognition of Prior Learning (RPL) for any of the units in the course for which they are applying. Applicants can have their prior learning recognised by IH Sydney if they submit an application for the RPL prior to the course starting date. Students can request an RPL kit to prepare for their application. Each application will be assessed within two weeks of being received by the college and a written response accepting or rejecting the application will be issued as soon as practicable. Payment of \$500 per unit is required at the time of applying for RPL.

Where a student gains RPL it will lead to the duration of the course being reduced accordingly. Where such a student is on a student visa, IH Sydney will calculate the final, shortened course length and issue a Confirmation of Enrolment accordingly. If RPL is granted after visa issue, IH Sydney will inform the appropriate Australian government departments. This may result in changes to the student's visa and the student will need to seek advice on any potential impacts on their visa.

Acceptance onto any course with IH Sydney is subject to successful completion of a selection and/or interview process and IH Sydney, in its absolute discretion, may accept or reject any application to undertake a course.

Once a place has been offered, it can only be secured when the required deposit or the relevant fee(s), as stated in the invoice, has/have been paid. Where any fees payable prior to commencements have not been received 14 days prior to course commencement, that position on the course may be offered to another candidate.

VISA REQUIREMENTS AND OBLIGATIONS

All students must hold a valid visa to study at IH Sydney and must comply with the requirements of that visa. IH Sydney is required to monitor and report on the attendance and course progress of all students on a student visa. A student visa holder's failure to meet the requirements of their visa, including but not limited to regarding minimum attendance (minimum 80% of 20 hours per week face-to-face tuition) and course progress requirements, may result in the student being reported to the relevant Australian government departments, including immigration, which may result in the cancellation of his or her student visa. For further details of this requirement please see the IH Sydney policies and procedures relating to course attendance and course progress.

CANCELLATIONS, DEFERRALS, SUSPENSIONS AND REFUNDS

If a student wishes to delay the start date of their course, they must apply, in writing, for the deferral at least two weeks before the previously agreed course start date. Students should check the course calendar and contact IH Sydney admissions to ensure that the delay is possible.

Where a delayed start date is possible, student visa holders must note that this will require an adjustment to their CoE and that this may impact on their visa. In such cases, the student is responsible for seeking advice from an Australian government immigration official.

If a student visa holder does not commence studies on the agreed commencement date, IH Sydney may need to cancel the student's Confirmation of Enrolment and report the cancellation to the Department of Home Affairs, and this may result in the cancellation of the student's visa.

The following may affect a student's grade and may be grounds for dismissal from the course:

- failure 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 with the IH Sydney code of conduct. This includes, but is not limited to, activities or behaviours that endanger others, are in any way illegal, negatively impact the wellbeing of others or might reasonably be distressing for others, including various forms of discrimination or bullying.
- Failure to meet minimum attendance and/or course progress requirements as per the IH Sydney policies and visa conditions.

Where a student wishes to defer, suspend, or cancel their course prior to commencement, they must apply in writing. A Cancellation Fee of \$250 applies.

Except in cases of visa application rejection, dealt with further below, the amounts to be refunded are to be, where the student submits written notice of cancellation:

- more than 28 working days before the original course start date*, 100% of the total course fee will be refunded, less a \$300 admin fee.
- 28 working days or less but greater than 14 working days before the course start date*, 80% of the total course fee will be refunded, less a \$300 admin fee.
- 14 working days or less before the original course start date*, no refund. There is no refund of tuition or any fees for cancellation fewer than 14 working days before the course start date*.

*Note that where a student defers their course start date and later cancels the enrolment, the course start date will be taken to be the original start date agreed to in the student's signed Letter of Offer & Written Agreement.

Where a student's visa application is rejected, IH Sydney will refund tuition and non-tuition fees paid within 28 days of the student producing acceptable evidence that the application made for a student visa was rejected by a visa-issuing authority. The amount of the refund will be equal to the fees paid by or on behalf of the student, minus the lesser of the following amounts:

1. Onshore student - Unused Tuition fee/s will be refunded
2. Offshore student - Full refund of all course fees.

*Note: The refund will be made once the payment is cleared and within 28 days (or 4 weeks) of receiving a completed "Refund Application Form" and certified evidence of the rejected visa application from the Department of Home Affairs.

There will be no refund on enrolment fee, accommodation arrangement fee and airport pickup service fee, if not used.

CELTA deposits are non-refundable. Deferrals may be considered under special circumstances. A fee of \$250 applies.

No refund will be provided in any circumstances where it is demonstrated that the student has supplied fraudulent, forged or deliberately misleading documents.

All refunds will be sent to the account from which the fees were originally paid or to the party nominated in writing by the student at the time of application for the refund. No refunds will be transferred to other current or future students or to bank accounts not adequately identified.

I, _____ (Student name), accept these terms and conditions.

Student signature: _____ Date: ____ / ____ / 20 ____

In the unlikely event that IH Sydney is unable to deliver a course in full, the student will be offered a choice of enrolment in an alternative course at no extra cost or a refund of any as-yet-unused, pre-paid fees. If for any reason no alternative course or refund is possible, 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, will provide the student with access to their preferred option of:

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

In the case that a student wishes to transfer from a current enrolment with another provider to a course at IH Sydney, they will need to be released on PRISMS from the original provider except where that provider has ceased to be registered or has been suspended.

To transfer from us to another provider, students must have completed a minimum of 6 months of their principal course.

COMPPELLING AND COMPASSIONATE CIRCUMSTANCES

Compelling and compassionate circumstances include, but are not necessarily limited to, death of close family such as parents, siblings, children and grandparents, serious illness and life-threatening conditions, or involvement in a traumatic event such as experiencing or witnessing a crime. In such cases IH Sydney may, at its sole discretion, choose to vary any of the above conditions to provide more appropriate support for the student.

Should a student need to apply for consideration of compelling and compassionate circumstances, they can do so initially in person, but this must be supported by valid documentation and the relevant request form.

COMPLAINTS AND APPEALS

Where a student is not satisfied with the nature of any service provided by IH Sydney (a complaint), or a decision made by IH Sydney or one of its staff (an appeal), the student should address their concerns with a relevant staff member as soon as it is practical.

Should the matter not be resolved to their satisfaction, the student can make a complaint to their Program Manager (VET Courses), Director of Studies (ELICOS Courses) or Student Services Manager.

If the matter is still not resolved to the student's satisfaction, the student will be provided with the means to escalate the complaint in writing to the Quality and Assurance Manager. The student is welcome to bring a person of their choice to support them at any meeting or discussion of the complaint or appeal.

Should the matter still not be resolved to the student's satisfaction, he or she may lodge an external appeal or complaint through the Overseas Students Ombudsman. See the Overseas Students Ombudsman website <https://www.ombudsman.gov.au/> or phone 1300 362 072 for more information.

Further details regarding complaints and appeals policies and procedures can be accessed via the related policy and procedure documents located on the IH Sydney website.

PUBLIC HOLIDAYS AND VARIATIONS

Students will not be compensated for missed lessons when IH Sydney is closed on public holidays.

These dates are specified on the IH Sydney website as:

- IH Sydney City, IH Bondi & IH Byron Bay: 01/01, 26/01, 02/04, 05/04, 26/04, 14/06, 02/08, 04/10
- IH Darwin: 01/01, 26/01, 02/04, 05/04, 26/04, 03/05, 04/06, 02/08
- IH Melbourne: 01/01, 26/01, 08/03, 02/04, 05/04, 26/04, 14/06, 24/09, 03/11
- IH Gold Coast: 01/01, 26/01, 02/04, 05/04, 26/04, 03/05, 04/10
- Xmas 27/12/2021 - 02/01/2022; IH reopens 03/01/2022

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

ADDITIONAL FEES

In addition to the fees cited in the letter of offer, the following administrative fees may apply should a student choose to make changes to his or her enrolment:

- Course Deferral Deposit: \$350.00
- Change of CoE: \$50.00
- Change of Course: \$100.00
- Late Payment Fee (Applies for payments made after Due Date): \$100.00
- Replacement Fee (For IH Sydney property borrowed but not returned): fair replacement cost of item
- RPL Fee: \$50
- Student ID cards- reissuing - \$50.00
- Reprint costs of credentials- Qualification, Transcripts: \$50.00
- Resit/Reassessment charges: \$100.00 per unit.
- Re-enrolment fee: \$200 (when students re-enrol after IH has cancelled their enrolments)
- Delivery of certificate fee: \$30.00

IH Sydney reserves the right to increase fees at any time.

PRIVACY

To process and manage your enrolment, in accordance with the requirements of the ESOS Act 2000, the National Code 2018, and the NVETR Act, and to ensure compliance with the conditions of your visa(s) and the associated obligations under Australian immigration laws, IH Sydney must collect certain personal information on all applicants. In doing so, IH Sydney is committed to only collecting personal information by fair and lawful means and as necessary for it to perform its functions and comply with its obligations.

IH Sydney is also committed to ensuring the confidentiality and security of the information provided to it, in accordance with Privacy Act 1988 (Cth) and Australian Privacy Principles (APPs). IH Sydney may also disclose personal information to Commonwealth and State or Territory government departments and authorised agencies, including the education department, the VET regulator (ASQA), the Tuition Protection Scheme (TPS), The Overseas Students Ombudsman, and the immigration department.

We are required under the National Vocational Education and Training Regulator Act 2011 (Cth) (NVETR Act) to disclose the personal information we collect about you to the National VET Data Collection kept by the National Centre for Vocational Education Research Ltd (NCVER). The NCVER is responsible for collecting, managing, analysing and communicating research and statistics about the Australian VET sector. We are also authorised by law (under the NVETR Act) to disclose your personal information to the relevant state or territory training authority.

You may receive an NCVER student survey which may be administered by an NCVER employee, agent or third-party contractor. You may opt out of the survey at the time of being contacted.

NCVER will collect, hold, use and disclose your personal information in accordance with the Privacy Act 1988, the VET Data Policy and all NCVER policies and protocols (including those published on NCVER's website at www.ncver.edu.au and on the DESE website at <https://www.desegov.au/national-vet-data/vet-privacy-notice>).

Your personal information may be used or disclosed for the following purposes:

- issuing statements of attainment or qualification, and populating VET transcripts;
- facilitating statistics and research relating to education, including surveys;
- developing VET market understanding, policy, workforce planning and consumer information; and
- administering VET, including programme administration, regulation, monitoring and evaluation.

IH Sydney will not disclose your personal information to another person or organisation except or unless:

1. you are made aware that information of that kind is usually passed to that person or organisation (see above examples); or
2. you have given written consent to the disclosure; or
3. IH Sydney believes on reasonable grounds that the disclosure is necessary to prevent or lessen a serious and imminent threat to your life or health or that of another person; or
4. the disclosure is required or authorised by or under law; or
5. the disclosure is reasonably necessary for the enforcement of criminal law or of a law imposing a pecuniary penalty, or for the protection of the public revenue.

As well as communicating directly with you, IH Sydney may communicate with your parents, legal guardians, and representative agents in cases of unsatisfactory attendance, course progress, late payments, or failure to adhere to the Student Code of Conduct.

IH Sydney may send you information about our centre or other courses. You may request not to receive further information at any time.

IH Sydney will take all reasonable steps to ensure that any personal information collected is relevant to the purpose for which it was collected, and is accurate, up-to-date, complete, and not misleading. All records containing personal information will be stored securely and reasonable security measures taken to protect it from unauthorised access, misuse or disclosure.

Any personal information you provide in this application and during your enrolment at IH Sydney is available for your review within 10 days of IH Sydney receiving a written request from you. Should you indicate at that time any incorrect, incomplete, out of date, or misleading information, appropriate corrections will be made.

You acknowledge and agree that any testimonials by you or photos of you which are used by IH Sydney are property of the IH Sydney and may be used for the Institute's promotional material, unless otherwise indicated in a written request.

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.

PHOTO AND VIDEO CONSENT

By signing this form, you consent to IH Sydney Training Services using and publishing your name and the photographs and/or videos in any of its publications and materials (including written, electronic, or multimedia materials) for distribution anywhere in the world, on International House and Business College at International House's website and social media channels, for educational, promotional, or reporting purposes.

When giving your permission you should be aware that any information published on the internet is accessible to millions of users from all over the world, that it will be indexed by search engines and that it may be copied and used by any web user. This means that once the photograph or video is published on the internet, we will have no control over its subsequent use and disclosure.

You also acknowledge that you are not entitled to any remuneration, royalties, or any other payment from IH Sydney Training Services Pty.

I, _____ (Student name), accept these terms and conditions.

Student signature: _____ Date: ____ / ____ / 20 ____