

TERMS AND CONDITIONS

I, the applicant, note the availability of pre-enrolment information, including at www.ambridge.edu.au, and have, in making my choice to study with Australian International Studies Institute Pty Ltd trading as Ambridge Institute (here after “Ambridge” or “we”), viewed the relevant course outlines and the policies and procedures (<http://www.ambridge.edu.au/policies-procedures/>), details of the services and facilities of the campus 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 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 Ambridge premises and/or while participating in excursions, extracurricular activities and/or events organised by Ambridge, and/or while in accommodation facilities organised by Ambridge.

I, the applicant, acknowledge that this written agreement, and the right to make complaints and seek appeals of decisions and action by Ambridge 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 Ambridge of my current residential address, mobile number (if any), and email (if any) as well as contact details of who to contact in an emergency on arrival. I also understand that if any of these details change, I must notify Ambridge within 7 days of the change. I am aware that failure to do so would be a breach of my visa conditions.

Ambridge 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://internationaleducation.gov.au/>

ENTRY REQUIREMENTS

For all programs, students must meet the following entry requirements:

- be 18 years of age or over;
- have completed Year 12 school certificate or equivalent literacy and numeracy levels (year 10 for Certificate III);
- have English at Intermediate level for Certificate III, Upper Intermediate for Certificate IV or Diploma, Advanced for Advanced Diploma; or IELTS (or equivalent) 5.0 (with no section less than 4.5) for Certificate III, 5.5 (with no section less than 5.0) for Certificate IV or Diploma, 6.0 (with no section less than 5.5) for Advanced Diploma;
- have access to a laptop or tablet for home and study.

HEALTH INSURANCE AND OSHC

Ambridge advises that all students should have appropriate 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. Student visa applicants are required by Ambridge 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. Ambridge can arrange OSHC for student visa applicants only. If Ambridge arranges a student's OSHC only for the first course or part of a longer program, 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

Credit transfer and Recognition of Prior Learning allows students to gain recognition for prior learning by providing evidence of relevant professional experience and training and of qualifications and statements of attainment from other RTOs.

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. If the course credit is granted after the student visa is granted, Ambridge will report the change of course duration via PRISMS as per section 19 of the ESOS Act and the student will need to seek advice on any potential impacts on their visa.

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 Ambridge if they submit an application for the RPL prior the course starting date. Students must request and complete an RPL kit to prepare for their application and make the required payment. 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.

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, Ambridge will calculate the final, shortened course length and issue a Confirmation of Enrolment accordingly. If RPL is granted after visa issue, Ambridge will inform the appropriate Australian government department via PRISMS. 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 into any course with Ambridge is subject to successful completion of a selection and/or interview process and Ambridge, 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 due have not been received 14 days prior to course commencement, that place may be offered to another candidate.

VISA REQUIREMENTS AND OBLIGATIONS

All students must hold a valid visa to study at Ambridge and must comply with the requirements of that visa. Ambridge 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 Ambridge 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 Ambridge 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 their visa. In such cases, the student is responsible for seeking advice from an immigration official.

If a student visa holder does not commence studies on the agreed commencement date, Ambridge may need to cancel the student's CoE and report the cancellation to the Australian government, and this may result in the cancellation of the student's visa.

The following may be grounds for dismissal from the course:

- failure to co-operate reasonably with other trainees, students, Ambridge personnel and third parties such as, but not limited to, work experience providers;
- non-compliance with the Ambridge 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 any form of discrimination or bullying;
- failure to meet minimum attendance and/or course progress requirements as per the Ambridge policies and visa conditions.

Where a student wishes to defer, suspend, or cancel their course prior to commencement and to receive a refund of any or all fees paid, 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*, a refund of tuition fees less any enrolment fees, additional fees, course deposit and accommodation booking fees. A \$250 Admin Fee applies.
- 28 working days or less but greater than 14 working days before the course start date*, a refund of 80% of tuition fees less any enrolment fees, additional fees, course deposit and accommodation booking fees. A \$250 Admin Fee applies.
- 14 days or less before the original start date 50% refund of tuition fees only. A \$250 Admin fee applies.
- There is no refund of tuition or any fees for cancellation after 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, Ambridge 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:

- 5% of the amount of fees received.
- \$500.

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.

In the unlikely event that Ambridge 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 when education providers are unable to fully deliver their course of study, will provide the student with 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 Ambridge, 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. If a student is enrolled at Ambridge and wishes to transfer to another provider prior to completing 6 months of their principal course they must provide a valid letter of offer from another provider and evidence of compassionate and compelling circumstances to be released on PRISMS.

COMPELLING 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 into a traumatic event such as experiencing or witnessing a crime. In such cases, Ambridge 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 Ambridge (a complaint), or a decision made by Ambridge or one of its staff (an appeal), the student should address their concerns with a relevant staff member as soon as it is practical.

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 not be resolved to their satisfaction, the student can make a complaint to the Director of Studies 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 to a senior manager.

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 www.oso.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 Ambridge website.

PUBLIC HOLIDAYS AND VARIATIONS

Students will not be compensated for missed lessons when Ambridge is closed on public holidays. These dates are shown on the Ambridge website and are:

2021 Public Holidays:

1 January; 26 January; 2 April; 5 April; 25 April; 14 June; 4 October; 27 December; 28 December.

Christmas holiday: From 13 December to 23 January 2022

2022 Public Holidays:

3 January; 26 January; 15 April; 18 April; 25 April; 13 June; 3 October; 26 December; 27 December.

Christmas holiday: From 12 December to 22 January 2023

Students on Ambridge courses will have different trainers 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:

- Deferral of course: \$100
- Change of CoE: \$50
- Change of course: \$100
- Replacement Fee (For Ambridge property borrowed but not returned): fair replacement cost of item
- RPL Fee: \$500
- Resubmission/Reassessment Fee (applies for 3rd reassessment and/or submissions after course close date): \$100

Ambridge reserves the right to amend its 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 NVET Act, and to ensure compliance with the conditions of your visa(s) and the associated obligations under Australian immigration laws, Ambridge must collect certain personal information on all applicants. In doing so, Ambridge 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. We are 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). Ambridge 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) (NVET 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 NVET 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.dese.gov.au/national-vet-data/vet-privacy-notice>. We will store all personal information and take all reasonable security measures to protect it from unauthorised access, misuse or disclosure.

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.

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

- you are made aware that information of that kind is usually passed to that person or organisation (see above examples); or

- you have given written consent to the disclosure; or
- Ambridge 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
- the disclosure is required or authorised by or under law; or
- 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, Ambridge 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. Ambridge may send you information about us or other courses. You may request not to receive further information at any time.

Any personal information you provide in this application and during your enrolment at Ambridge is available for your review within 10 days of Ambridge 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 Ambridge are property of the Ambridge and may be used for the Institute's promotional material, unless otherwise indicated in a written request.

INDEMNITY, RELEASE, AND FORCE MAJEURE

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 Ambridge accepting my application, I agree that I will not hold Ambridge responsible or liable for and will not make any claim against Ambridge 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 Ambridge; 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 Ambridge or in any way associated with Ambridge; and/or
3. whilst in accommodation arranged for me by Ambridge.

On behalf of myself, my executors, administrators and assigns, I hereby release Ambridge 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 Ambridge in respect of any such injury, damage or loss and I hereby indemnify Ambridge against any such liability.

Neither Ambridge nor the student is responsible for any failure to perform obligations under this contract if prevented from, or delayed in, performing those obligations by an event of force majeure. Where an event of force majeure occurs, the party impacted must immediately notify the other party giving full particulars of the event and its impact and how that party will work to mitigate the effect of the event upon their obligations under the contract. Upon completion of the event of force majeure the party affected must, as soon as reasonably practicable, recommence the performance of its obligations under this contract. Neither party has any entitlement to, or liability for any costs, losses, expenses, damages incurred by the other due to an event of force majeure.

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.