

PREAMBLE

For the purpose of these Terms and Conditions

1. BMHS means Blue Mountains Hotel School and AIHS means the Australian International Hotel School.
2. 'Student' or 'students' means any person or persons enrolled at the Blue Mountains Hotel School or the Australian International Hotel School in a program of study.
3. The School Campus refers to the facilities at 1 Chambers Road, Leura NSW Australia or at 8 National Circuit, Barton, ACT Australia.
4. The Directors and Principal reserve the right to add to or amend the School's policies, procedures, regulations, the Student Handbook and the Code of Conduct. As part of the School's Continual Improvement Policy, regular auditing will be undertaken to examine the effectiveness and relevance of all documents.
5. Fees have separate Domestic and International structures.
6. A copy of any changes made to these Terms and Conditions, and the Student Handbook will be available electronically via the School's website; lodged with Student Services and may be obtained from the Principal.

Commonwealth and State Legislation

7. The Schools are bound by and accept the responsibility of Commonwealth and State Legislation governing the operations of the Schools. On enrolment students agree to all statutory and regulatory obligations underpinning these requirements.

International Students

8. **Education Services for Overseas Students (ESOS) Act 2000.** AIHS/BMHS has incorporated the requirements of this legislation into its policies and procedures to ensure compliance and Best Practice for the operations of the Schools.
9. The Schools have an obligation to deliver quality programs in line with the Commonwealth Register of Institutions and Courses for Overseas Students (CRICOS).
10. Overseas students must comply with the terms and conditions of the Migration Act 1958. AIHS/BMHS students are directed to adhere diligently to visa requirements. All overseas students must have a valid and relevant visa before commencing their course of study.

Admissions and Financial Requirements

11. After completion of the Application for Admission form and having agreed to these Terms and Conditions of the Schools, the potential applicant must forward the signed form to the Admissions Office. The potential student is required to provide honest and truthful information at all times. If deemed eligible for admission, the applicant will receive a Letter of Offer with an Acceptance of Offer form.
12. The Acceptance of Offer form is to be signed by the student and returned to the Admissions Office with the stated Residential Deposit if applicable.
13. **Payment of Deposit:** A Residential Deposit is required to be paid directly to the School within 28 days of the Letter of Offer.
14. **The Accommodation Bond** component of the Residential Deposit is held as security until residential components are completed. Deductions may be made in cases of:
 - malicious or negligent damage incurred by the student
 - any outstanding debts owing to the School.
15. **The Residential Prepayment** component of the Residential Deposit constitutes prepayment of residential fees and is non-refundable within the first 60 days of residence.
16. If a student concludes their study at an accredited exit point, they are entitled to a refund of their accommodation bond, less any deductions or fees still outstanding.
17. Fees quoted are indicative and are subject to change.
18. **All Fees** are invoiced prior to the commencement of each academic year.
19. **Invoiced Fees** must be received on / by the date advised on the invoice.
20. The prices quoted for school tuition, residential, uniform, materials, and health insurance are approximate. Every effort has been made to ensure the accuracy of the information contained therein, however the Schools reserve the right to change prices if required.
21. **Non-payment of fees** will result in the cancellation of the student's enrolment. In addition, the student will not be given access to examination results until all fees are paid.
22. **Census date:** Census date occurs approximately two weeks after class commencement. From the census date, students are considered to be enrolled for the duration of the term and are required to pay all invoiced fees for that term, regardless of any change of enrolment or withdrawal. Students will receive a grade for any unit in which they are enrolled on the census date.
23. **Refunds:** All applications for refunds must be made in writing, supported by documentary evidence where appropriate, to the Principal.

24. 100% of the Residential Deposit will be refunded if a student withdraws from the program no less than 60 days prior to the commencement date of the program.
25. 100% of the Accommodation Bond will be refunded if a student withdraws from the program within 60 days of the commencement date of the program.
26. 100% of the Residential Deposit will be refunded in full should any application for a visa be refused.
27. Refunds for tuition fees will not be considered if a student either abandons the course or is dismissed after the census date.
28. Any other circumstance including bereavement, medical or other exceptional grounds beyond the student's control will be considered by the Board of Directors for refund on an individual basis.
29. If a student fails to complete the term for any reason as defined in paragraph 28, the tuition and residential fees will be refunded on a pro-rata basis for the remaining period of study.
30. If a refund is payable under this policy refunds will be made within 28 days of receiving request.
31. In the event of a dispute arising in respect to a refund, the Schools will seek to resolve the dispute as quickly as possible through independent arbitration.
32. This agreement does not remove the student's right to take further action under Australia's consumer protection laws.
33. **Default:** If AIHS/BMHS defaults from the delivery of one or more courses, the Tuition Assurance Scheme (TAS), under legislation, provides protection for all students. The scheme provides other educational opportunities and financial protection for students.
34. **Deferral:** If a student defers during the term due to circumstances beyond their control, as per outlined in paragraph 28, the credit given to a future term will be based on a pro-rata figure depending on the date of deferral.
35. **Insurance:** The Schools have relevant insurance policies for the coverage of staff and students under relevant legislative requirements. These are available for inspection if required.
36. Any accidents which occur during the formal study period should be reported to the appropriate Department Head or Duty Manager as soon as possible to ensure adequate insurance coverage.

Administrative Requirements

37. **Student Attendance and Academic Records:** As part of the Schools' Code of Conduct attendance and academic procedures are enforced with diligence. Attendance is recorded systematically, including non-attendance due to illness, evidenced by a medical certificate, or other compassionate circumstances beyond the control of the student eg: bereavement. If there is cause for concern, counselling mechanisms are in place and this is noted on the student's file.
38. **Overseas Students** are to be aware that information provided to the Schools may be made available to Commonwealth and State agencies and the manager of the ESOS Assurance Fund, pursuant to obligations under the ESOS Act 2000 and the National Code. Information may also be provided to other agencies as necessary to the successful completion of study (eg. Overseas Health Cover provider).
39. **Non-Compliance notice:** As part of the Australian Government legislation, AIHS/BMHS are required to send a written notice to a student who has breached attendance or who has unsatisfactory academic performance. This notice is to be sent to the student's room on campus or to the last known residential address if living off campus and will be forwarded electronically to any known email address for the student. The student will then have 28 days to respond to the notice and either show cause why the Department of Immigration & Citizenship should not be informed of the breach, and/or to commence Appeal proceedings. It is the School's responsibility to inform the Department of Immigration & Citizenship of this breach 28 days after the notice is issued. As a result the relevant visa may be cancelled and may not be re-issued.
40. **Contact Details:** Students are required to provide their current residential address and phone number to the Schools at all times, including during periods of Industry Practicum.
41. **Student Handbook:** The Student Handbook describes The Three Pillar Approach to education. This approach to our programs concentrates on theoretical knowledge, practical skills and personal development of the student. The Handbook also contains information regarding processes and policies to assist students in their studies. The Handbook covers areas of School requirements, policies and procedures, assessment and examination procedures and the Schools' Code of Conduct. It is required that students understand the full ramifications of this document on enrolment at AIHS/BMHS and that students comply with this document throughout their study.