

## ATMC Professional Year - Terms and Conditions

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### 1. Acknowledgements

As an applicant for enrolment in the Professional Year Programs for ICT or Accounting to be run by ATMC Professional Year, in accordance with the Conditions of Enrolment outlined below. I acknowledge that:

- 1.1 All offer letters remain provisional until all requirements have been met.
- 1.2 ATMC Professional Year may amend the Conditions of Enrolment at its sole discretion and will notify me in writing of any change applicable to my enrolment in the Professional Year program.
- 1.3 I will at all times comply with the Intern Placement Terms and Conditions.
- 1.4 I will at all times comply with the ATMC PY Policy Documents, which are available on ATMC website and LMS Student Portal (Moodle).
- 1.5 I understand that the professional year program consists of 32 weeks coursework (2 in-class and/or online delivery components) followed by an internship program over a minimum period of 44 – 46 weeks.

The in-class component is composed of 250 hours of face-to-face and/or online delivery, comprised of:

- Orientation.

- Communication and Performance in the Australian Workplace.
- Entry and Advancement in the Australian Workplace.

The internship is minimum 3 days per week of work experience over 12 weeks (minimum of 240 hours) which aims to provide an opportunity for the participants to develop professional skills specific to the Australian workplace and business environment.

- 1.6 All information provided in the application form is correct. I will advise ATMC Professional Year immediately if, at any time, I become aware that any information provided in the application form is no longer correct.
- 1.7 It is my responsibility to ensure that I access any ATMC Professional Year student email account on a regular basis. I will be responsible for any delays occurring as a result of my failure to monitor my nominated email account.
- 1.8 I understand that no Recognition of Prior Learning (RPL) is permitted within this program except in specific cases where it is approved by the Professional bodies relevant to transfer between PY providers.
- 1.9 I understand that I need to have a valid visa for the full duration of the course to undertake the Professional Year program. I acknowledge that I am wholly responsible for all matters concerning my visa and will not hold ATMC liable for any matters relating to this. ATMC Professional Year cannot provide any advice in relation to visa matters.
- 1.10 I understand that I may be refused enrolment if I do not meet the admission criteria.
- 1.11 I understand that any variation in the enrolment must be in writing and signed on behalf of ATMC.
- 1.12 Submission of an application does not guarantee my acceptance into the Professional Year program or an offer of entry into the Professional Year program.
- 1.13 I must 100% attend all scheduled classes and must complete all assessments tasks related to the PY Program within the maximum of 52 weeks from program commencement, including required make-up classes and mandatory Re-Assessment Classes (RAC) as specified in the ATMC PY Attendance and Leave Policy and ATMC PY Assessment Policy, except where there is a legitimate reason for non-attendance that is acceptable to ATMC Professional Year. Supporting evidence for non-attendance must be provided to ATMC Professional Year upon request. Any class absence (whether medical or otherwise), if deemed to compromise the integrity of the program, may lead to an extension of the duration of the program and may result in additional fees.
- 1.14 If my enrolment is terminated due to a breach of this condition or any PY Program requirement, I understand and agree that I am not entitled to a refund of any fees or other charges paid.
- 1.15 The PY trainer allocated to the class may change throughout the duration of the program.
- 1.16 All lessons and materials related thereto, supplied by ATMC Professional Year, are copyright and remain the property of ATMC Professional Year. Any unauthorised copying may constitute a breach of the Copyright Act 1968.
- 1.17 I understand that leave is not permitted during the program. In case of emergency or extenuating circumstances, I must submit a leave request in writing with supporting documents to ATMC PY Student Support Team and it will be assessed on a case-by-case

- basis. I understand that leave approval may lead to pre-payment of course fee, deferral/transfer fee (including fees applied by the governing bodies) and delays in graduation.
- 1.18 I understand that if I will be deferring the program, I may be liable to pay up to 50% of the total tuition fees before proceeding. ATMC will debit the instalments amounts as per signed DDR form.
- 1.19 I am required to use my best endeavours to meet the requirements of the program and to abide by the rules and regulations of ATMC Professional Year in respect of the running of the Professional Year program and the conduct of students. If any breach of these rules or my behaviour is deemed unacceptable by ATMC Professional Year, my enrolment may be cancelled.
- 1.20 I understand that I am required to attend organised activities as part of the program including internship. I agree to satisfy all the internship requirements set by ATMC and the host company. I understand that I must adhere to the conditions set out within the training agreement including but not limited to successful completion of the internship, appropriate attendance and performance during the internship.
- 1.21 I authorise ATMC Professional Year, including the host company for the professional internship, to obtain medical treatment for me should ATMC Professional Year, or the host company, deem such action necessary. I agree to indemnify ATMC Professional Year and any host company for any expenses, loss, damage or liability of whatsoever nature occasioned as a result of authorising and arranging any emergency medical treatment for me.
- 1.22 I am responsible for my own books, equipment and personal items and I hereby release and indemnify ATMC Professional Year from all liability and claims for any loss of, or damage to, such items, however caused.
- 1.23 Successful completion of the Professional Year program does not guarantee that I will receive permanent residence status in Australia.
- 1.24 All information collected about the applicant is collected in accordance with the ATMC privacy statement, which can be viewed on ATMC website.

## 2. Transfer of fees

All fees are non-transferable.

## 3. Refunds

- 2.1 **Full refund:** ATMC Professional Year will provide full refund of tuition fees within 28 days of receipt of written notice of cancellation where:
- 2.1.1 ATMC Professional Year is unable to offer the Professional Year program and where a suitable alternative cannot be provided, or the course ceases to be provided after it starts.
- 2.1.2 ATMC Professional Year refuses the application for enrolment.
- 2.1.3 Less the admin fees of **AUD\$400.00 (Inc. GST)**, when written notice of cancellation is received **28 days or less** prior to commencement of the Professional Year program.

2.2 **Partial:** A refund of tuition fees will be provided within 28 days of receipt of written notice of cancellation, less the amounts to be retained by ATMC Professional Year as detailed below:

2.2.1 A non-refundable amount **equal to 50%** of the total tuition fee, if written cancellation is received **within 28 days** from the commencement of the program.

2.3 **No refund:** ATMC Professional Year will make **no refund** of any fees if written notice of withdrawal is received **more than 28 days** after the commencement of either module of the program. The student is liable to pay full fee/all remaining instalments.

**Note:** Any outstanding payment will be debited upon withdrawal, if student has opted for direct debit -monthly instalments will continue until the above sums are settled.

### 3. Personal Information

3.1 I must provide ATMC Professional Year with my address and contact details and will promptly inform ATMC Professional Year of any changes, including visa status, within 7 days from the date of change.

3.2 My personal information will be made available to the Australian Computer Society (ACS), Accounting Professional Year (APYP), the Department of Home Affairs and other Australian government bodies as required by law.

### 4. Complaints and Appeals Policy

I understand that ATMC Professional Year has a Complaints and Appeals Policy, a copy of which is available on the LMS Student Portal (Moodle) and ATMC Website.

### 5. Fees

5.1 Your application will be processed upon receipt of proof of payment (including DDR form), paid online by bank transfer to the provided ATMC financial account number or credit card.

5.2 The Internship Program will not commence until the student has completed all payment(s) and submission of fees has been confirmed from the ATMC Finance and Student Support Team and therefore the payment receipts are issued.

5.3 The student must pay the invoices within the given deadlines and in the provided ATMC financial account number.

5.4 Students experiencing extreme financial hardship can apply for a fee payment extension. Evidence of financial hardship may be requested by ATMC. Applications submitted on grounds of financial hardship might be granted an extension of up to 10 working days.

5.5 Should you decide to change Agent representation prior to orientation, you will be required to immediately inform ATMC PY in writing.

5.6 It is understood that all fees associated with ATMC Professional Year programs may be subject to change due to adjustment to current and future economic climate.

5.7 I understand that it is my responsibility to submit all information and documentation requested by my IPC according to the deadline (schedules) that have been discussed and agreed by the IPC and myself.

5.8 I am aware that by not meeting the submission of documentation and information requested according to the agreed schedule will result in delay of commencement and completion of the Professional Year program and may have a ramification of my visa status in Australia.

5.9 I will be subjected to additional and penalty fees for the following reasons:

- Not meeting a deadline of documentation and information submission requested by IPC when I have previously agreed to the terms and the submission date(s).
- Fail to inform (delay) in providing notification of change in circumstance of my current livelihood and situations, to which may affect the progression of my enrolment in ATMC Professional Year programs.
- Change of circumstances due to various reasons that will affect the Internship plan / Pathway.
- Change of Internship Source once the placement has been organised (agreed by both parties) and the student unable to provide circumstantial and substantial evidence to justify their request.

5.10 Additional fees (ATMC PY Administrative fees) for enrolment changes for actions initiated by participants:

5.10.1 Coursework component

Class change request, Trainer change request, Campus change request:

- ❖ All requests will be subject to a non-refundable **AUD\$125.00 (Inc. GST)** ATMC PY administrative processing fee in addition to any other fee charged by the professional bodies.

Deferment, transfer, and suspension request:

- ❖ All requests will be subject to a non-refundable **AUD\$125.00 (Inc. GST)** ATMC PY administrative processing fee in addition to any other fee charged by the professional bodies. This fee is payable upon submission of the ATMC PY Course Variation form.

Non-attending a scheduled make up class, where the absence is not due to extenuating circumstances supported by documentary evidence:

- ❖ Rescheduling a make up class may be subject to a non-refundable **AUD\$125.00 (Inc. GST)** administrative fees.

**Note:** All participants enrolled in **ACS PY Program** will be required to pay all **ACS associated fees** as outlined in the ACS Transfer Application form. These fees are payable upon approval of the transfer/deferral request.

5.10.2 Internship component

- Deferment, transfer, and suspension request

- ❖ Request submitted after the internship sourcing process has commenced = **AUD\$275.00 (Inc. GST)**
- ❖ Request submitted after the internship has been successfully sourced for the student = **AUD\$550.00 (Inc. GST)**
- ❖ Late Internship Placement Commencement Fee = **AUD\$275.00 (Inc. GST)**
  1. Unresponsive students to IPC's request of providing required documentation/evidence to assess the suitability of placement
  2. In the event where student is unsuccessful in 3 interviews, student may be liable to pay these Admin fees following discussion during the Intervention meeting with IPC and PY Manager.

**Note:** Students enrolled in **ACS PY Program** will be required to pay all **ACS fees** associated with the **PE Online Course** transfer request.

- Late response and/or submission of documents (passed the submission schedules not meeting the requirements).
  - ❖ Late response to Internship Planning Notification email (Due date as specified in the email) = **AUD\$275.00 (Inc. GST)**
  - ❖ Late submission of Placement Documents (Due date as specified in the email notification) = **AUD\$275.00 (Inc. GST)**
  - ❖ Late submission of Internship logbook (Due date as specified in the email notification) = **AUD\$275.00 (Inc. GST)**
  - ❖ Request to modify the internship plan and/or pathway after the internship sourcing has commenced = **AUD\$275.00 (Inc. GST)**
  - ❖ Request to change of Internship Source once the placement has been organised (agreed by both parties) and the participant unable to provide circumstantial and substantial evidence = **AUD\$550.00 (Inc. GST)**

**Note:** ATMC Professional Year may consider requests based on extenuating circumstances (Compassionate and compelling reasons). The requests will be evaluated in a case-by-case scenario, and the alternative discretionary decision will be made based on the provision of circumstantial and substantial evidence provided to the ATMC Professional Year.

- Remote and Regional Placement will incur in additional fees that are subject to change according to the inspection's arrangements and location.

#### 5.10.3 Re-Assessment Classes (RAC)

All ATMC PY participants who have been identified as needing to attend a RAC, will be required to pay all associated ATMC PY fees for RAC arrangements as follows:

- ❖ **AUD\$110.00 (Inc. GST)** per outstanding assessment.
- ❖ Capped at **AUD\$220.00 (Inc. GST)** for up to 3 outstanding assessments.
- ❖ No more than 3 outstanding assessments per RAC can be allocated to and attempted by any ATMC PY participant.

## 6. Internship

ATMC Professional Year will use its best endeavours to secure internships for applicants; however, you acknowledge that there is no guarantee of an offer of an internship for any applicant.

I understand that I will need to attend an interview with a host company. I understand that I will need to attend interviews for these positions; that Host Companies will be selected at the discretion of ATMC and that an offer of internship position is at the discretion of the Host Company.

## 7. Visa Requirements

The applicant is entirely responsible for all matters relating to any visa application and acknowledges that ATMC Professional Year cannot provide any advice in relation to visa matters.

## 8. Termination

ATMC Professional Year may, at any time:

- 8.1 Terminate the Professional Year Program. In this unlikely event, ATMC would support your transfer to another PY provider, and refund full course fees.
- 8.2 Terminate the applicant's involvement in the Professional Year program if the applicant fails to comply with their requirements pursuant to the Professional Year Terms and Conditions or the Intern Placement Terms and Conditions.

## 9. Bring Your Own Device

I have read and agree that I will abide by ATMC Professional Year - Bring Your Own Device (BYOD) policy, guidelines and that:

- 9.1 I will bring my own suitable device for use in classwork activities
- 9.2 I understand that it is my responsibility to ensure that when I arrive at ATMC, my device will be fully charged.
- 9.3 I understand that no charging equipment will be provided by ATMC.
- 9.4 I will use ATMC's WIFI network for learning.
- 9.5 I will use my device during class at the direction of my trainer.
- 9.6 I understand that I am responsible for the maintenance and upkeep of my device.
- 9.7 I understand that I am responsible for backing up my data and that this needs to be done regularly.
- 9.8 I understand that I am responsible for arranging insurance for my device.
- 9.9 I will use my own user ID details and will never share them with others.
- 9.10 I acknowledge that ATMC cannot be held responsible for any damage to, or theft of my device.
- 9.11 I have reviewed the Bring Your Own Device (BYOD) requirements on the ATMC website and the BYOD Student Agreement and have made sure my device meets the minimum specifications, including an English operating system and Microsoft Office.



## 10. Supporting Document(s)

- ATMC Professional Year Student Handbook
- ATMC PY Admissions and Enrolment Policy
- ATMC PY Attendance and Leave Policy
- ATMC PY Fees and Charges, Refund and Withdrawal Policy

## 11. Responsibilities

- The **Head of Professional Year (HPY)** is responsible for the implementation of these Terms and Conditions.
- The **Operations and Compliance Manager (OCM)** is responsible for ensuring that all staff and participants are aware of this document application and requirements.
- All **employees** are responsible for complying with this document application and requirements.
- All current and prospective ATMC PY **participants** must acknowledge and comply with these Terms and Conditions.

## 12. Review

- These Professional Year Program Terms and Conditions are subject to annual review.

## 13. Document Control

Document name	Professional Year Program Terms and Conditions
Document Code	PY1.2 ATMC Professional Year Program Terms and Conditions v1.1 20082021
Department	ATMC Professional Year
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Last Date Modified	22 Dec 2021
Next Review Date	22 Dec 2022
Document Owner	Head of Professional Year
Document Controller	Operations and Compliance Manager
Organisation	Australian Technical and Management College