



Sapphire International Pty Ltd (ACN 104 966 994) trading as Lamart College of Technology (ABN 13 104 966 994)

(RTO Provider Code: 90978) (CRICOS Provider Code: 02588F)

Head Office & Business College: Level4, 545 Kent Street, Sydney, NSW 2000 Australia

Phone: +61 2 8078 0000 Fax: +61 2 8078 0055

Community Services College: Levels 1 and 2, 363 Pitt St., Sydney, NSW 2000 Australia

Phone: +61 2 92629901 Fax: +61 2 92627551

Email: info@lamart.nsw.edu.au

www.lamart.nsw.edu.au

Before you complete this application form please read all college and course pre-enrolment information as provided on this application form, college & course pre-registration information sheet, Course Profile, Student Agreement, Course Credit and on the college website. If you have any enquiries please contact the college and a staff member will assist you.

Please attach passport size photographs

X2

International Student Application Form – Part 1 Version 19AG230709

PLEASE FILL IN ALL PARTS OF THE APPLICATION FORM & SIGN THE DECLARATION INDICATING THAT YOU UNDERSTAND & AGREE WITH THE TERMS & CONDITIONS

ARE YOU APPLYING FROM: OVERSEAS AUSTRALIA

YOUR PERSONAL DETAILS

GIVEN NAME(S):

FAMILY NAME:

DATE OF BIRTH: TITLE: Mr: Ms:

ADDRESS(AUSTRALIA):

POSTCODE:

TELEPHONE: MOBILE:

E-MAIL:

INTERNATIONAL DETAILS

COUNTRY OF BIRTH:

COUNTRY OF CITIZENSHIP:

PASSPORT NO.: VISA NUMBER:

OVERSEAS ADDRESS DETAILS

TELEPHONE: FAX:

College and Course Entry Requirements

To gain entry into the college and course you must provide evidence of the following and submit with this application form: (all evidence must be certified copies of original documentation)

COLLEGE ENTRY REQUIREMENT

AGE: Are you 18 years old or older: No (if no you can not apply) Yes (if yes you must provide a certified copy of your passport)

ENGLISH: Do you have: an IELTS certificate with an overall score of at least 5.5 which is less than 2 years old and taken before the date this application was lodged No Yes or Do you have: the equivalent (please read the reverse page) No Yes (If you cannot evidence English proficiency you will be required to undertake a suitable English course prior to starting with the college at another RTO)

ACADEMIC: Have you completed at minimum the Australian HSC No Yes or its equivalent No Yes (if No to both you can not apply; if Yes you must provide certified copies)

FURTHER STUDENT SCREENING: Further evidence to support your application

EDUCATION & TRAINING: If you have had any other training e.g. professional development, work training that you feel is relevant to your course and would support your application by indicating an interest in your elected course please submit certified copies of educational or training certificates

WORK EXPERIENCE: If you have any work experience that you feel is relevant to your course and would support your application by indicating an interest in your elected course please submit certified copies of employer references, work references, position descriptions, work samples, professional membership etc.

LIFE EXPERIENCE: If you have any hobbies or interests that you feel are relevant to your course and would support your application please submit evidence of these interests e.g. club membership, voluntary work, and interest groups.

COURSE ENTRY PRE-REQUISITE: By referring to the relevant course profile please submit evidence that indicates that you can satisfy all course entry pre-requisites

AIRPORT PICK-UP

IF YOU REQUIRE PICK-UP FROM THE AIRPORT TO YOUR PLACE OF ACCOMODATION PLEASE PROVIDE YOUR ARRIVAL DETAILS

Airport Pick-Up \$80.00

ACCOMODATION

IF YOU REQUIRE US TO FIND ACCOMODATION FOR YOU IN SYDNEY PLEASE COMPLETE

FOR HOW MANY WEEKS? _____

SINGLE SHARE NON-SMOKING SMOKING

DO YOU HAVE ANY SPECIAL FOOD OR DIETARY REQUIREMENTS?

Accommodation Placement Fee (Non-Refundable) \$160.00

OVERSEAS STUDENT HEALTH COVER

The Australian Government requires all persons entering Australia on a Student Visa to take Overseas Student Health Cover (OSHC).

Do you require Lamart to arrange OSHC for you? Lamart only organizes OSHC through Medibank Private

YES NO

IF "YES" THEN FOR HOW MANY WEEKS? _____

Single or Family: _____

HOW DID YOU HEAR ABOUT the college? (Please tick)

- Friends / Relatives Embassy
- Newspapers / Magazine (Name) _____
- Agent (Name) _____ Website
- Other (Specify) _____

Applying through an Agent

Are you applying through an Agent Yes No

If you are applying through an agent please complete the agent details below:

Agent Business Name _____

Agent contact name: _____ position: _____

Agent postal address: _____

Agent street address: _____

Agent ph: _____ fax: _____

email: _____ mobile: _____

THE COURSE FOR WHICH YOU ARE ENROLING IN:

COURSE NAME: _____ CRICOS CODE: _____

When do you want to start your Course? ____/____/____

Duration: _____

TRAINING REQUIREMENTS

If you have any personal requirements in relation to methods of course delivery or assessment eg disability, preferred study methods please describe here: _____

COURSE CREDIT

Course Credit: Recognition of Prior Learning: Students may apply for recognition of prior learning (RPL), only upon application, only for whole competency units, to a maximum of 25% of course content, on the basis of previous learning, work and life experience. The college charges a course credit processing fee of \$100 per competency unit.

Course Credit: National Recognition and Exemptions: Under National Recognition the college recognises AQF qualifications and Statements of attainment issued by any other RTO. Hence Students may apply under national recognition, only upon application, for exemptions on the basis of having previously attained a competent result for competency units as listed on the college course profiles to a maximum of 25% of course content. Note if the granting of Exemptions and RPL causes any shortening of course duration this will be reported to DIAC via PRISMS. Resultant course fee changes will be notified through the Registrar.

Do you intend to apply for any subject exemptions YES/NO:-----

If yes please obtain a Course Credit Kit from the college or website, complete and submit with this application

International Students Application Form Terms and Conditions– Part 2

Version19AG230709

APPLICATION AND REGISTRATION PROCESS: The college will assess your application. If you are not successful the college will provide you with a written explanation within 5-10 working days. If you are successful the college will provide you with an Offer of Admission & Student Agreement detailing the course, course monies payable, refunds, sharing of student information, and the student obligation to notify the college of any changes to student contact details. You must sign the Offer letter and Agreement and return to the college or your agent along with your first payment

Registration fee for Courses: All applicants must pay a registration fee of AUD \$200 upon registration which is refundable in the case of provider default but not refundable in the case of student default

Informing the college: Students must inform the college if they are not able to commence their course as soon as possible before their course commencement date. If the student does not inform the college after 10 working days after their course commencement the college will report the students to DEEWR

Course Monies: Course monies which include tuition fees and other mandatory fees are fully payable at registration, six months in advance or in total if the course is under 12 months. Individual payment plans can be organized on an individual student basis. If fees are not paid by the due date, penalties will be charged.

Non Course Monies: which include all optional fees eg accommodation placement, airport transfers, course credit processing, are payable upon usage by the student.

Payment of College Fees: Tuition fees may be paid in the form of cash, a bank draft or bank cheque, and made payable to the college. The college will not be responsible for any moneys paid to an agent or third party.

Late fees: 2 Weeks prior to due date- College fees are due reminder letter, **1st day after due date;** College sends Fees Overdue Warning Letter with \$200 penalty; **End of 2 weeks warning period :** Registrar issues Non-Financial Intention to Report Letter with additional \$400 penalty; **End of 20 working days Result of appeals letter** After 20 working days if no successful appeal college reports student to DIAC via PRISMS and issues Reporting letter to student The college will not continue offering training (including work placements) or assessments (including reassessments) once a Non-Financial Intention to Report Notice has been issued. All hours of non-attendance will be recorded as absence The college will only provide attendance and results records for attendance and work undertaken for the period of time when the student was financial (including the financial reminder and warning period).

Entry Requirements: Under current Australian immigration rules the equivalency of an IELTS score of 5.5 is taken to be a: TOEFL (computer based) 17; TOEFL (paper based) 50; TOEIC 62 – all certificates must be less than 2 years old and taken before the date this application was lodged or Senior Secondary Certificate of Education (HSC), completed in English in Australia in the two years before the date this application was lodged; or Evidence of having successfully completed 50% or more of a course that was conducted in English; and was leading to a qualification from the Australian Qualifications Framework at the Certificate IV level or higher in the two years before the date this application was lodged; or Evidence of having successfully completed a foundation course in Australia, in English, in the two years before the date this application was lodged; or Evidence of having at least 5 years of study in English undertaken in 1 or more of the following countries: Australia; Canada; New Zealand; South Africa; the Republic of Ireland; the United Kingdom; the United States of America.

Change of Provider: Students on student visa are not permitted to change their primary provider prior to completing the first 6 months of their primary course unless the college approves an early release or, if the primary course is 6 months or under students will not be permitted to transfer until the end of their course unless the college approves an early release. The college will not make any refund for an early release. After the first 6 months there are no restrictions on students changing provider. Students may transfer courses within their primary provider at any time subject to availability. .

Student Behaviour: All students must comply with legislation covering **EEO**, Access & Equity, anti-discrimination and Harassment and with the college behaviour code as detailed in the student handbook. Non compliance may result in the reporting of students

Change of student contact details: Student must advise the college immediately of any of changes in contact details

Arrival and induction: All students must attend an induction into the college and courses within the first week of tuition

Attendance/Academic Performance: All students on student visa must maintain a minimum of 80 per cent average course attendance and satisfactory academic performance throughout their course. Students not maintaining these conditions will be issued with a warning letter followed by an Intention to Report notice and may be subsequently reported to DIAC via PRISMS.

English Emersion: Students must only speak in English when undertaking any college activities

Release of Personal information: The information provided by the student to the college, including any other student details eg attendance, academic etc will be made available to Commonwealth and State agencies, pursuant to obligations under the ESOS Act 2000 and the National Code 2007. The college is obligated, under s19 of the ESOS Act 2000, to inform the Department about changes to the student's enrolment; and any breach by the student of a visa condition relating to attendance or satisfactory academic performance without student consent

Visa and Visa Subclass Conditions: It is the responsibility of the student to remain aware as to the conditions of their visa and visa subclass

Agent Details: It is the student's responsibility to notify the college about any changes in agent. All monies paid on your behalf to your agent are non-refundable unless in the circumstance of college default

Student Dress: All students must be dressed in office attire whilst undertaking all college related activities

OHS : All students must comply with OHS safety requirements and directions whilst undertaking all college related activities

Leaving training: Students must not leave training to answer mobile phones or use mobile phones during training or for excessive use of toilets or facilities or to obtain student services

Replacements: The college charges an administration fee \$50 for the re-issuance of ECOE, transcripts, certificates or letters

Course Transfer: all course transfers carry an administration fee of \$200 per transfer

Non Commencement: if the student can not start their course on their commencement date due to visa delay or unavoidable circumstances students not able to commence their course on their start date will be charged an administration fee of \$50 for reissuance of ECOE and will only be permitted to start their course when the timetable and class capacities permit

Changes to fees: All college and course fees will be reviewed at the conclusion of each year and implemented on the 1st January of the following year

Change to Conditions: Any changes to college and course conditions will be notified to the student in writing not less than 2 weeks prior to the change taking effect

Grievance and Appeals: Students have available the college's internal and external grievance and appeals system for all academic, disciplinary and personal matters.

Protection of student rights as consumers: Students are advised that no college policy or procedure removes their right to seek independent legal advice on all matters or alters their rights under Australia's consumer protection legislation.

Refunds

1. Refund if the provider defaults: Cases of provider default are covered by the provisions of the ESOS Act 2000 and ESOS Regulations 2001. Provider default includes if: The course offered does not start on the agreed starting date; The course stops being provided after it starts and before it is completed; The course is not provided fully to the students because the college has been sanctioned and the student has not withdrawn before the default date In the case of provider default, the college will pay a full refund to the student, within 14 days after the default date, equal to the total of the course money the provider received in respect of the student before the default date including any course money paid to the agent by the college on behalf of the student and any OSHC paid by the college on behalf of the student. Note that course money collected by the agent on behalf of the college will be refunded by the college if the college actually received the monies or by the agent if the agent had not to that point distributed the money to the college.

2. Refund if the student defaults- prior to course start - Schedule of notice and payment: The college agrees to refund to the student or the nominated agent (if the student nominated the agent on page 1 of the student agreement) upon the receipt of written notice of cancellation by the student, for any reason not

including transferring to another provider, fees paid by or on behalf of the student less the amounts to be retained as scheduled below .The college will make a refund in Australia Dollars only and within 4 weeks of receiving a written claim by the student in accordance with the Terms and Conditions as outlined on the Application form and the written agreement with the registering student1. 90 days or more prior to the COE course start date there is applicable to all enrolments, a non refundable registration fee of \$150, OSHC (if paid to the health provider by the college under instruction by the student).2. 30 – 89 days prior to the COE course start date there is applicable to all enrolments, a non refundable registration fee of \$150, administration charge of \$250, OSHC (if paid to the health provider by the college under instruction by the student).3. 29 - 0 days prior to the COE course start date there is applicable to all enrolments, a non refundable registration fee of \$150, administration charge of \$250, OSHC (if paid to the health provider by the college under instruction by the student) and 30% of tuition fees. If a student becomes a permanent resident of Australia at any stage the above schedule applies. In the case of a visa rejection or a visa delay and the student wishes to withdraw their application the college will deduct the application fee of \$150 + administration expenses totalling \$250.

3 Situations of no Refund : The college will not provide any refund in all of the following circumstances:

Prior to course start 1. If the student transfers providers ‘prior to the completion of the first 6 months of their primary course’ including the situation of students cancelling their primary course prior to the ecoc start, 2. In the case of a student visa issued for multiple courses for which the Lamart course is the last course to be undertaken and hence is the primary course and the student cancels their Lamart course to transfer to another provider.

After course start 1. If the student does not commence their course (and informs/does not inform the college) after the course commencement date) 2. If the student transfers providers prior to completing the first 6 months of the primary course.3. If the student due to disciplinary or payment reasons has their registration cancelled after the start of their course.

In all circumstances the college will provide a written statement as an explanation of how the refund was calculated and make fully available to the student the college Grievance and Appeals Policy and Procedure. This agreement and the availability of the Complaints and Appeals processes, does not remove the right of the student to take action under Australia’s consumer protection laws.

Refund if the student defaults- after course start - Schedule of notice and payment Student default relates to an overseas student if the course starts on the agreed start date but: the student does not start on the agreed starting date; The student cancels or withdraws from the course after the agreed starting date; terminates a primary course prior to completing the first 6 months. The college will make a refund in Australia Dollars only and within 4 weeks of receiving a written claim by the student in accordance with the Terms and Conditions as outlined on the Application form and the written agreement with the registering student All refund considerations will be strictly limited to the total of monies which college **has actually received**. The refund will be calculated as total monies received minus: administration expenses to a maximum of \$250 per course ; enrolment fee per course ; the part of expenses for travel, bank charges, accommodation and other domestic services that cannot be offset by providing the services to someone else; the cost of books, equipment and other materials needed for the course- purchased by the college on behalf of the student ; proportion of course money received for the proportion of the course provided to the student before the default date (calculated on a subject basis); agents commission paid by the college on behalf of the student ; OSHC paid to the medical insurance company by the college on behalf of the student; any other course fees paid by the college on behalf of the student.

Process for Claiming a Refund:In the situation of student default (including visa refusal) students wishing to claim a refund must complete the Cancellation and Refund Form (available directly through the college or on the college website) and submit with supporting documentation. Students must allow 5 working days to process all claims. The college will provide a written explanation as to the reason for refund refusal or the calculation of the refund if granted.

Appeals against College Refund Decisions:Students may lodge an internal appeal against refund refusals by completing an Appeals form (available directly through the college or on the college website). Students must allow 5 working days to process all appeals. The college will provide a written response to the appeals. If students are not satisfied they may use the college external appeals process or include outside parties of their own choice (at their own expense)

Australian Consumer Protection Laws: Under the ESOS Act the college Cancellation and Refund policy **does not remove the students right** to take further action **under Australia's consumer protection laws**.

NOTE:If a student is unable to start the course due to visa delays/compassionate circumstances after the visa granted or change the course and informs the college in writing with evidences within 14 days prior to the course commencement, a new eCoE will be issued for the same intake date (if available) or the nominated start date or the first available intake date.

FEES AND CHARGES

Please cross out whichever does not apply

Registration/ Enrolment Fee	\$200
Airport Pick-up	\$ _____
Accommodation Placement Fee	\$ _____
Overseas Student Health Cover	\$ _____
Tuition Instalment Fee formonths	\$ _____
Other course charges	\$ _____
Course credit processing fee	\$ _____
Other Fees	\$ _____
TOTAL DUE TO COLLEGE	\$ _____

APPLICANT DECLARATION: All applicants must sign this declaration

I (applicant name).....have fully read and understood the college terms and conditions.

.....**Signature of Applicant** Date: / /

If fees are being paid by another person(s) or company: I(name of person(s) / company paying fees – please print) declare that I have the financial capacity to meet course fees and agree to pay these fees as they become due and I have read, fully understood and accept the college’s terms and conditions

ESOS Framework

The Australian Government wants overseas students in Australia to have a safe, enjoyable and rewarding place to study. Australia's laws promote quality education and consumer protection for overseas students. These laws are known as the ESOS framework and they include the *Education Services for Overseas (ESOS) Act 2000* and the National Code.

Protection for overseas students

As an overseas student on a student visa, you must study with an education provider and in a course that can be found on the Commonwealth Register of Institutions and Courses for Overseas Students (CRICOS) at <http://cricos.dest.gov.au>. CRICOS registration guarantees that the course and the education provider at which you study meet the high standards necessary for overseas students. Please check carefully that the details of your course – including its location – match the information on CRICOS.

Your rights

The ESOS framework protects your rights, including:

- your right to receive, before enrolling, current and accurate information about the courses, fees modes of study and other information from your provider and your provider's agent. If you are under 18, to ensure your safety, you will be granted a visa only if there are arrangements in place for your accommodation, support and welfare.
- your right to sign a written agreement with your provider before or as you pay fees, setting out the services to be provided, fees payable and information about refunds of course money. You should keep a copy of your written agreement.
- your right to get the education you paid for. The ESOS framework includes consumer protection that will allow you to receive a refund or to be placed in another course if your provider is unable to teach your course.
- your right to know:
 - how to use your provider's student support services;
 - who the contact officer or officers are for overseas students;
 - if you can apply for course credit;
 - when your enrolment can be deferred, suspended or cancelled;
 - what your provider's requirements are for satisfactory progress in the courses you study;
 - if attendance will be monitored for those courses;
 - what will happen if you want to change providers; and
 - how to use your provider's complaints and appeals process.

Your responsibilities

As an overseas student on a student visa, you have responsibilities to:

- satisfy your student visa conditions;
- maintain your Overseas Student Health Cover (OSHC) for the period of your stay;
- meet the terms of the written agreement with your provider;
- inform your provider if you change your address;
- maintain satisfactory course progress;
- if attendance is recorded for your course, follow your provider's attendance policy; and
- if you are under 18, maintain your approved accommodation, support and general welfare arrangements.

Contact details

Who?	Why?	How?
Your provider	For policies and procedures that affect you	Speak with your provider. Go to your provider's website.
Department of Education Science and Training (DEST)	For your ESOS rights and responsibilities	www.dest.gov.au/esos (until 30 June 2007) aei.dest.gov.au/esos ESOS Helpline +61 2 6240 5069 Email esosmailbox@dest.gov.au
Department of Immigration and Citizenship (DIAC)	For visa matters	www.immi.gov.au Phone 131 881 in Australia Contact the DIAC office in your country.