



AIM Overseas
Australian Institute for Mobility Overseas
Suite 306, 20 Rodborough Rd, Frenchs Forest
Frenchs Forest NSW 2086

ph. +61 2 9975 7792
e. info@aimoverseas.com.au
w. www.aimoverseas.com.au

AIM Overseas Terms and Conditions **Including 'Conditions of Participation' and 'Cancellation and Refund Policy'**

Conditions of Participation

Going overseas to study is an incredible personal and professional experience, but there is a serious side to it. By participating in a program, degree or other activity facilitated by AIM Overseas ("us") you ("the Participant") are agreeing to the following terms and conditions of participation. By signing a copy of this Conditions of Participation/Cancellation and Refund Policy ("the Terms and Conditions"), you are acknowledging that you have had the opportunity to consider, carefully and fully, the following provisions and that you understand, accept and agree to abide by these provisions: you also acknowledge and agree that these provisions constitute the terms and conditions of a legally binding agreement between you and us, and that it is our joint intention that we both enter into legal relations, one with the other, in these terms.

Should you have any questions about these conditions, please contact us at any time. Alternatively, you may obtain your own independent advice in relation to the terms and conditions and effect of this document.

1. The Participant agrees to behave appropriately as an ambassador for both the Participant's home institution ("home institution") and Australia, with consideration to the different cultures, laws and customs of the host country. AIM Overseas accepts no responsibility for difficulties encountered, or loss or expenses incurred, as a result of negligent or irresponsible behaviour on the part of the Participant.

2. All programs are subject to confirmation and change by the overseas institution ("host institution"). By registering for a program, the Participant agrees to the terms and conditions of the host institution. AIM Overseas accepts no responsibility and will not be accounted liable for any type of loss or expenses etc incurred in the unlikely event that the host institution, or AIM Overseas, withdraws a program from offer after the Participant has registered for the program. AIM Overseas will notify the Participant as soon as possible if this occurs and in such circumstances AIM Overseas reserves the right to retain a \$400.00 (GST inclusive) administrative fee and deduct this fee from any money paid by you prior to such cancellation or withdrawal. Registration for a program is not final until the program fee has been paid in full and the Participant has signed these terms and conditions.

3. Program inclusions are packaged and cannot be split into sub-components in any circumstance, including for the purposes of itemised invoices. The program fee is subject to change until paid in full. In the event that, after a program fee is paid in full, AIM Overseas incurs additional liabilities due to the Participant missing a host institution deadline previously notified to the Participant by AIM Overseas in writing, these costs will be passed on to the Participant.

4. Comprehensive travel insurance is mandatory and the Participant must show proof of insurance at the time of full payment of the program fee. AIM Overseas accepts no responsibility and will not be accounted liable for any type of loss or expenses in the event that a student fails to purchase comprehensive travel insurance or in the event that any such comprehensive travel insurance policy fails to cover (whether wholly or partially) a Participant for such loss or expenses. Whilst AIM Overseas may recommend travel insurance products from time to time, this does not constitute an endorsement by AIM Overseas of those products nor acceptance of any liability in relation to those products.

5. The Participant agrees to complete all necessary documentation and make all payments in a timely manner and, whenever applicable, by the relevant deadline/s. AIM Overseas accepts no responsibility and will not be accounted liable for any loss or expenses incurred as a result of payments not being made and/or documentation not being completed in time. AIM Overseas reserves the right to cancel the Participant's participation if relevant deadlines are not met and reserves the right to retain a \$400.00 (GST inclusive) administrative fee from monies paid.

6. AIM Overseas makes no guarantee of the Participant receiving academic credit at their home institution. AIM Overseas will assist the Participant as much as is reasonable to transfer credit, where applicable, but the Participant acknowledges that credit is solely at the discretion of the home institution. AIM Overseas makes no representation, gives no opinion, accepts no responsibility and will not be accounted liable for how a program may or may not fit into a Participant's academic program at their home institution.

7. AIM Overseas accepts no responsibility and will not be held liable for changes to the program implemented by the host organisation overseas including, but not limited to, structure of the program, inclusions, price, amount of credit allocated, course content, number of students, locations, fields trips and activities, assessment etc. Any such changes are entirely at the host organisation's discretion and are beyond AIM Overseas' control. Please refer to the host institution terms and conditions. AIM Overseas will, in the event of any changes explicitly notified to it by the host institution, notify the Participant within a reasonable amount of time as to the nature of the change/s.

8. The Participant should notify AIM Overseas if there is any form of physical, learning, mental health or other disability or impairment that may require support services at the host institution. AIM Overseas does not guarantee support services at the host institution, as it constitutes a matter beyond its control.

9. Whilst AIM Overseas provides non-case-specific information about visas and visa processes generally available to the public, any information provided by AIM Overseas must be used as a guide only and does not constitute under any circumstance advice on visa and visa processes. The Participant is required to seek their own advice in relation to his/her visa status and agree to always confirm the information provided by AIM Overseas with the relevant consulate or embassy or a migration agent.

10. AIM Overseas is not a travel agent. Under no circumstances will AIM Overseas do any of the following:

- sell tickets entitling another person to travel, or otherwise arrange for another person a right of passage on conveyances;
- sell to, or arrange or make available for, another person rights of passage to a place and accommodation at that place;
- purchase for resale the right of passage on a conveyance.

11. The Participant and AIM Overseas agree to submit any legal dispute arising from or in connection with the performance of this transaction to the non-exclusive jurisdiction of the courts of New South Wales, Australia. Prior to the commencement of any such court proceedings, the parties must mediate the legal dispute in accordance with the Mediation Rules of the Law Society of New South Wales and the President of the Law Society of New South Wales, or the President's nominee will select the mediator and determine the mediator's remuneration.

12. If the Participant decides to withdraw from a program, the Participant acknowledges that the Participant may forfeit part, or all, of any fees paid. Refunds and cancellation will be conducted in line with AIM Overseas' Refunds and Cancellation policy below and available at www.aimoverseas.com.au or upon request, and the Refund and Cancellation policy of the host institution.

13. The Participant is responsible for his or her own behaviour whilst abroad and is wholly responsible for their actions. Should AIM Overseas or a host institution find a Participant to be below their standards in terms of behaviour or honesty, AIM Overseas or the host institution may in their absolute and unfettered discretion terminate a Participant's participation in a program, either prior to - or during - the program. In this event, no refund will be available nor will it be necessary for AIM Overseas to provide any reasons to the Participant.

14. The Participant is responsible for any damages they cause to their accommodation, university or other facilities whilst on the program. The Participant will be responsible for any fee incurred to repair any damage and hereby irrevocably indemnifies and holds harmless AIM Overseas from and against any claim arising in connection with such damage. The Participant is also responsible for any additional charges, such as extra nights of accommodation, change fees, upgrades or other expenses that they incur which are not explicitly included in the program package. The Participant acknowledges and agrees that the provision of a copy of the Participant's transcript/record of studies to the Participant shall be subject to and conditional upon completion of the program evaluation and payment of any fee costs or charges levied by the host institution in respect to any such damage or additional fees. AIM Overseas accepts no responsibility and will not be held liable for any damages caused by the Participant.

15. In taking part in a program, the Participant agrees to AIM Overseas' Privacy Policy, as available at www.aimoverseas.com.au and as updated from time to time.

16. The Participant acknowledges that these Terms and Conditions may be signed or agreed to electronically and that this electronic signature will be legally binding on the Participant.

17. Participants must be 18 years or older at time of participation in a program. Applicants who are under the age of 18, but who will be 18 at the time of the program, may apply and be accepted for participation provided that all relevant documentation is co-signed by a parent or legal guardian and all other conditions are met.

AIM Overseas Cancellation and Refund Policy

- o Cancellations must be made in writing to AIM Overseas.
- o AIM Overseas affirms to treat students fairly in its dealings and in the implementation of this policy.
- o AIM Overseas is not liable in any way for any associated costs, such as travel arrangements, visa fees, etc in the event of the cancellation of a program

Timing of Cancellation	Penalty
After receipt by AIM Overseas of Deposit	The Deposit is non-refundable*
Before final payment deadline	Loss of deposit plus \$200 non-refundable administration fee*
After final payment deadline	- Loss of deposit plus \$500 non-refundable administration fee* - Remaining program fee refunded at partner/host university's discretion
Within one month of the program arrival date	No refund

*If there are extenuating circumstances, such as the death of a relative, incapacitation, rejection of a visa application or rejection of your application by the host institution, any fees held by AIM Overseas at that time may be partly or fully refunded but always in the absolute and unfettered discretion of AIM Overseas.

AIM Overseas promotes overseas study and practical programs around the world. These programs are delivered exclusively by AIM Overseas' partner organisations, both domestically and abroad, which includes the delivery of the programs, tuition, accommodation and associated activities. AIM Overseas facilitates students' participation in these programs and relies on information provided by the host organisation. AIM Overseas is unable to guarantee the accuracy of such information. Students participating in programs are subject to the terms and conditions, and/or refund policies, of the host and partner organisations, whether they are located domestically in Australia or abroad. Once the full program payment has been made, refunds of any money that is paid to the host or partner institution is subject to the terms and conditions, and/or refund policies, and is at the discretion, of that host or partner. AIM Overseas' liability, if any, is limited to the refund of money retained by AIM Overseas for the provision of services in Australia in line with the amounts and subject to the conditions outlined above.

The Terms and Conditions, including the 'Conditions of Participation' and 'Cancellation and Refund Policy' are acknowledged, understood and accepted by the Participant.

Participant's Name	
Participant's Signature	
Date	

Witness's Name	
Witness's Signature	
Date	