

# Lumify Edge Job Placement Program – Student Terms and Conditions

### 1. Scope of this Agreement

- 1.1. This Agreement applies to the Lumify Edge Job Placement Program offered by Lumify Learn in partnership with Study and Work.
- 1.2. It outlines the terms under which Lumify Learn students can participate in the program and describes the roles of Lumify Learn and Study and Work in facilitating student placements.
- 1.3. To be eligible to participate, the student must have been enrolled or completed a certificate, diploma or bootcamp course with Lumify Learn. Program will commence on successful completion of your course. Note: student's completing stand-alone units of study are not eligible.
- 1.4. By participating in the Lumify Edge Job Placement Program, the student agrees to these Terms and Conditions.
- 1.5. All prices quoted in this Agreement are inclusive of GST.

## 2. Student Eligibility

- 2.1. To be eligible to participate, the student must be a current Lumify Learn student or have completed a certificate, diploma or bootcamp course with Lumify Learn. Students completing stand-alone units are not eligible.
- 2.2. For current students the Lumify Edge Job Placement Program will commence once you have completed at least 85% of your course. To activate the program, you need to complete the form in the Lumify Edge module in our learning management system (StudySpot).
- 2.3. This program is only valid for Australian-based students studying and living in Australia.
- 2.4. The student must have paid for their course in full or ensure their payment plan with Lumify Learn is up to date.

# 3. The Lumify Edge Job Placement Program

- 3.1. The Lumify Edge Job Placement Program is designed to offer a paid or unpaid internship to eligible students and to provide work experience to assist in developing skills relevant to your field of study.
- 3.2. The Lumify Edge Job Placement Program will commence on successful completion of your course.
- 3.3. Students must agree to these Terms and Conditions and opt-in via the enrolment form provided.
- 3.4. The total fee for the program is \$2,200 payable to Lumify Learn. This covers placement services, support, and administrative and insurance costs.
- 3.5. If Study and Work advises Lumify Learn that they cannot place the student into a suitable internship within three months of the commencement of the program, \$1,650 will be refunded to the student (less a \$550 administrative fee).
- 3.6. If the student completes an internship but does not secure employment, \$1,100 will be refunded (less a \$1,100 administrative fee).
- 3.7. If the student finds employment before the internship, the full \$2,200 will be refunded to the student.
- 3.8. Lumify Learn and Study and Work do not guarantee employment post-internship.

## 4. Payment Terms

- 4.1. Students can pay upfront or include the fee in their course payment plan.
- 4.2. To remain eligible, payments must be up to date.
- 4.3. Placements will not be allocated to students with overdue payments.



## 5. Internship Placement Process

- 5.1. Lumify Learn will share relevant student information with Study and Work to facilitate placements.
- 5.2. The student may be contacted by Study and Work or potential employers directly to arrange interviews or placement details.
- 5.3. The final decision regarding placement suitability rests with the host company.
- 5.4. Internship placements typically last for 12 to 16 weeks.
- 5.5. The student agrees to adhere to the host company's workplace policies, including attendance, performance, and code of conduct.

### 6. Privacy

- 6.1. The student acknowledges and agrees that Lumify Learn may share their personal information with Study and Work and prospective employers for the purposes of facilitating internship and job placement.
- 6.2. Lumify Learn agrees to handle personal information in accordance with its Privacy Policy.
- 6.3. The student consents to the use of their information under applicable Privacy Laws.

#### 7. Terminations and Cancellations

- 7.1. Withdrawal from the program must be submitted via the Lumify Learn Withdrawal Form.
- 7.2. If the student is dissatisfied with the placement for legitimate reasons or if the placement ends prematurely, Study and Work will arrange a new internship at no extra cost.
- 7.3. Refunds will not be provided if the student is removed for misconduct, including but not limited to: (failing to follow policies, unauthorised leave, work performance below the standard required).

## 8. Placement Cancellation

- 8.1. Interns are not allowed to leave their placement after starting for any of the following reasons:
  - Size of host company
  - Number of employees at the host company
  - Location of host company
  - Change of preferences after application
  - Level of supervision offered. Each host company has differing training and supervision policies which it adheres to and as such, there is no minimum requirement of supervision to be offered within the internship placement.
  - Level of responsibility and tasks allocated. This is ultimately determined by the host company and is dependent on the qualifications/experience and performance of the intern.

#### 9. Employment After Internship

- 9.1. As part of the Lumify Edge Job Placement Program, we offer the following benefits:
  - The first performance appraisal is conducted during week 6. If your supervisor is satisfied with your performance, we will actively encourage them to offer you employment.
  - The final performance appraisal is conducted during week 12 and we will recommend that the host company offer you employment.
  - If you are not made an offer of employment, we will assist to update your resume and LinkedIn profile to include the experience you have gained, provide interview tips, and actively market you to other potential employers.



### 10. Code of Conduct

- 10.1. The student agrees to follow to the host company's workplace policies.
- 10.2. Misconduct such as unauthorised absences, negligence, or failure to perform tasks may result in termination of the Program and forfeiture of any refund.

## 11. Liability

- 11.1. Lumify Learn and Study and Work are not liable for any indirect or consequential loss, loss under this Agreement.
- 11.2. Lumify Learn's liability is limited to the services provided under this program.
- 11.3. The student acknowledges that Lumify Learn and Study and Work do not participate in negotiating the terms of employment or placement agreements.

## 12. Governing Law

- 12.1. This Agreement is governed by the laws of the relevant state in Australia.
- 12.2. Both parties agree to submit to the non-exclusive jurisdiction of the courts of such State.
- 12.3. Lumify Learn accepts documents signed with an electronic signature. This has the same effect as if signed with a handwritten signature.

### 11. Definitions

Lumify Learn: The Registered Training Organisation (RTO) delivering the course

Study and Work: The external partner responsible for facilitating internship placements

Student: The individual enrolled in the Study and Work Program

Placement: The internship or employment opportunity offered by Study and Work through participating employers

**Unpaid internship:** The internship will be unpaid if the placement benefits the intern more than the host company. This will be decided by Study and Work and the host company.

**Paid internship:** The internship will be paid if the placement benefits the host company more than the intern. This will be decided by Study and Work and the host company.

### Declaration

By signing below, I confirm that I have read, understood, and agreed to the Lumify Edge Job Placement Program Terms and Conditions. I acknowledge that my participation in the program is subject to the conditions outlined and that I am responsible for adhering to the policies set by Lumify Learn and the host company during my internship.

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