



OFFER OF ENROLMENT

Date: 03 Jul 2025

Reference No: EN00603

Given Name: Nitin

Middle Name:

Family Name: .

Date of Birth: 31 Aug 2003

Passport Number: V4133916

Address: 14 Mulholland KALKALLO Victoria 3064 Australia

Dear Nitin .,

Thank you for your application to study at Yarra College Australia at the Melbourne, Australia

CONGRATULATIONS! We are pleased that you have chosen to study with us and are delighted to offer you a place in your preferred Course(s).

Details of this offer are outlined in the attached **Enrolment Acceptance Agreement**. The word agreement hereafter is used to refer to the **Enrolment Acceptance Agreement**.

To confirm your acceptance, please carefully read the **Enrolment Acceptance Agreement** and return the signed copy along with the **initial deposit** as outlined within the agreement. Payments of tuition fees and non-tuition fees are not accepted prior to student signing this agreement. This agreement meets the requirements of the ESOS Act and the National Code 2018.

Upon receipt of signed agreement and initial deposit, YCA will then forward you the **Overseas Student Confirmation-of-Enrolment (CoE)** which is also required by the Australian Government Department of Home Affairs (DHA) for student visa application.

Once you have received the **CoE**, you must inform us of **any deferral of commencement request** before the scheduled commencement date. Failure to inform us about deferral of commencement (if any) may lead to Cancelled on of enrolment due to non-commencement. Please refer to www.cricos.education.gov.au for course registration details and www.tps.gov.au for the information on **student and provider defaults**.

Also, refer to our **Student Handbook** for all other relevant information including policies and procedures. The **Student Handbook** is available at our website - www.yarracollege.vic.edu.au. Alternatively, please contact our office to get a copy.

We look forward to having you study with YCA and once again congratulate you on your successful application. If you require any further assistance do not hesitate to contact me, quoting your **reference number** from above.

Yours sincerely

Ambhar - CEO

Encl: Enrolment Acceptance Agreement

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ENROLMENT ACCEPTANCE

Date: 03 Jul 2025

Given Name: Nitin

Date of Birth: 31 Aug 2003

Address: 14 Mulholland KALKALLO Victoria 3064 Australia

Reference No: EN00603

Family Name: .

Passport Number: V4133916

Middle Name:

CONGRATULATIONS on your successful application for enrolment to **Yarra College Australia Pty Ltd.** We are pleased that you have chosen to study with us and are delighted to offer you the place/s in the following course/s:

CRICOS Course Code	Course Name	Start Date – End Date	Duration (in Weeks)	Total Cost
SIT60322	Advanced Diploma of Hospitality Management	12 May 2025 - 14 Sep 2025	18	\$6,550.00

*The duration (in weeks) including holidays for each course is subject to expected volume of learning required for each individual student and their individual circumstances., Successful Recognition of Prior Learning (RPL) or Credit Transfers outcome. Additionally, if student is enrolled in a number of consecutive courses that repeats unit/s of competency to be attained, student is expected to complete succeeding courses in shorter duration. The shorter duration is calculated according to the proportion of the full course duration.

Mode of Study: 20 Hours Face to Face / Classroom Learning / Kitchen

Course Locations: Level 6, 190 Queen Street, Melbourne, Victoria 3000

Condition/s imposed on the student's enrolment (if any):

For Confirmation of Enrolment (CoE) to be issued: The total deposit of **\$2,500.00** towards first term of each consecutive courses listed above should be made concurrently with, or after signing or accepting this agreement.

CRICOS Program Code	Program Name	Fees Name	Deposit Required Amount
SIT60322	Advanced Diploma of Hospitality Management (26 wks)	Application Fee	\$200.00
SIT60322	Advanced Diploma of Hospitality Management (26 wks)	Material Fee	\$300.00
SIT60322	Advanced Diploma of Hospitality Management (26 wks)	Tuition Fee	\$2,000.00

All fees and cost mentioned in this agreement are in Australian dollars currency. Course Fees include tuition and non-tuition fees. A term is study period comprising of 20 weeks of teaching. **TUITION FEES ARE CHARGED IN FULL FOR EACH term** and must be paid according to the Enrolment Acceptance Agreement (this document). Enrolment is not complete until fees are paid, or a payment plan is entered into.

ENROLMENT ACCEPTANCE

YCA will not demand a student to pay more than 50 percent of course fees at the time of enrolment for courses longer than 26 weeks. Student can pay full course fees if they wish to, but the student is not required to pay more than invoiced amount up front. Short courses of 25 weeks or less are exempt from 50 percent limit on upfront course fee payment.

Payment options - The Tuition Fee payable is on term basis, a Payment Plan is mentioned below which includes all Tuition Fees payable by you for each course, the periods to which those tuition fees relate and payment options.

Financial Details (Payment Schedule): SIT60322 - Advance Diploma of Hospitality Management (26 wks)

Course Dates: 12 May 2025 - 14 Sep 2025

Instalment No.	Due Date	Fee Name	Amount Payable
1	12 May 2025	Application Fee	\$200.00
2	12 May 2025	Tuition Fee	\$2,000.00
3	12 May 2025	CIII+MF	\$300.00
4	15 Jun 2025	Tuition Fee	\$1,100.00
5	15 Jul 2025	Tuition Fee	\$1,100.00
6	15 Aug 2025	Tuition Fee	\$1,100.00
7	15 Sep 2025	Tuition Fee	\$750.00

Orientation Date:	TBA (Orientation date will be emailed to the student around 2 weeks before course start date)
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YCA BANK DETAILS:

Account Name: Yarra College
Bank Name: Commonwealth Bank
BSB: 063010
Account Number: 14932473
Swift Code (for overseas transfers): CTBAAU2S
Branch Address (for overseas transfers): 385 Bourke Street, Melbourne, VIC 3000

OTHER COSTS (As Applicable)

Particulars	Amount	Particulars	Amount
Credit Transfer	\$200.00/ per unit	Certificates / Testamur on Completion	No Charge
RPL Assessment per unit	\$250.00	Issuance of `Statement of Attainment	No Charge
Re-submission of Assessment	\$50.00	Issuance of Replacement Qualification	\$50.00
Late submission of Assessment	\$100.00	Deferral or Extension of Study	\$300.00
Reassess study outcome / Reassessment	\$350.00 after two resubmission attempts	Replacement Student ID	\$25.00
Relearning of a unit	Half of Study Period Fees as per the offer letter	Late Payment of tuition fees	\$50.00 per week
Appeal Fees	Nil	Student Photocopying	10c per page
Change of Course	\$300.00	Student Printing	10c per page
Interim Academic Transcript	\$50.00	Payment by Major Credit Cards/EFTPOS	3% Surcharge
Payment by Telegraph Transfer (TT)	\$22.00	Airport Pickup	\$ 200.00
Application Fees	\$200.00		

ENROLMENT ACCEPTANCE

Refer to Student Handbook on the YCA Website (www.yarracollege.vic.edu.au) for details regarding estimated living costs in Australia.

TUITION FEES

Fees are subject to change with prior notice. YCA will not change tuition fee stated in the student's Enrolment Acceptance Agreements as long as the student completes the course within the agreed expected course end date.

With the exception of granting RPL and/or credit transfer, there is no provision for a student to reduce their course fees on their Enrolment Acceptance Agreement. YCA may at its discretion vary this condition.

Tuition Fees must be paid prior to course commencement or in accordance with the agreed Payment Plan.

Student must pay fees in the designated bank accounts of YCA or in person at YCA campus. YCA is not liable for any tuition fee and non-tuition fees paid to the education agent or any third parties.

YCA will not issue any qualification prior to the full payment of any fees and charges applicable to that course. YCA may at its discretion vary this condition.

YCA reserves the right to suspend or cancel student's enrolment in the event that the student fails to pay any part of the tuition fee as and when it becomes payable.

In case of student default, the tuition fee that needs to be paid by the student is calculated according to the Calculation of Fees and Refunds Table in this document.

Where Overseas Student Health Cover (OSHC) Fee applies, OSHC receipts and refunds will be provided by the OSHC provider.

INCLUSIONS AND EXTRAS

YCA is entitled to charge fees for services provided to students. These charges are generally for items such as textbooks, student services and training and assessment services.

YCA's tuition fee covers:

- Administration of the course;
- Access and use of YCA's facilities;
- Training and Assessment services (up to 2 resubmissions/reassessment of assessments); Support services; and
- Issuing of a student's certificate or Statement of Attainment*

*Subject to competency of one or more units of competency being completed and the course fee being paid in full. Course materials will be provided to the student as they progress throughout their course.

The course materials that YCA provides to the student will become their property. However, the content of the course materials, including copyright and all other such intellectual property rights contained therein, remain the property of YCA or a nominated author/publisher.

ENROLMENT ACCEPTANCE

YCA's tuition fees DO NOT

- cover: Application Fee;
and OSHC;
- Any postage requirements to YCA, e.g., posting of completed assessments for marking, letters and
- certificates. Replacing issued documents which the student has lost or damaged;

YCA does not require any additional fees for any of its courses such as material and equipment fees, uniform and personal protective equipment fees.

REFUNDS AND WITHDRAWAL

This document includes a plain English explanation of what happens in the event of a course not being delivered, including the role of the Australian Government Tuition Protection Service (TPS).

In the case of provider default, YCA will fulfil its obligation under the ESOS Act and Tuition Protection Service (TPS).

In the case of student default, the amount to be refunded by the YCA is calculated according to the Calculation of Fees and Refunds Table in this document.

The refunds must be calculated in accordance with the Legislative Instrument made under section 47E - the Education Services for Overseas Students (Calculation of Refund) Specification 2014.

This document describes processes for claiming a refund.



ENROLMENT ACCEPTANCE

ENROLMENT ACCEPTANCE

INTERNATIONAL STUDENT OFFER & ACCECPTANCE AGREEMENT

Important Information

How to Accept Your Offer

It is important that you read and understand all sections of this Offer and Acceptance Agreement.

1. Please note all conditions detailed in this offer must be met before starting your course.
2. Please complete all sections and sign the Acceptance Agreement Declaration at the end of this document.
3. Please provide the completed and signed Offer and Acceptance Agreement (all pages of this document) in any of the following methods:
Email confirm reply that you would accept this offer
OR Print, sign on paper, scan and email to
(info@yarracollege.vic.edu.au) OR visit Yarra College Australia in person to sign the documents.

4. Please arrange payment of Initial Payment required to confirm enrolment. Please note that payment can only be accepted once Step 3 above has been received.

EFT Bank Transfer (preferred method)

Bank Account Details

Please use this Reference Description: «Client Ref Internal»

Account Name: Yarra College
Bank Name: Commonwealth Bank
BSB: 063010
Account Number: 14932473

SWIFT Code (for overseas transfers): CTBAAU2S

Branch Address (for overseas transfers): 385 Bourke Street, Melbourne, VIC 3000

In Person

Payment can be made in person with cash, cheque or using credit card at the Institute's office Level 6, 190 Queen Street, Melbourne, VIC 3000 on Monday to Friday – 8AM to 5PM.

5. When all requirements have been met, your enrolment will be confirmed and a Confirmation of Enrolment (CoE) will be issued.

Terms & Conditions of Enrolment

Before signing and accepting this agreement please read and make sure you understand the Terms & Conditions of Enrolment.

ENROLMENT ACCEPTANCE

Section 1 - General

- 1.1 You agree to the Terms and Conditions of Enrolment by signing this Offer and Acceptance Agreement. References to “the Institute” in this document refers to Yarra College Australia.
- 1.2 An application for refund must be authorised by the Principal Executive Officer (PEO) of the Institute or his other nominee.
- 1.3 The Institute reserves the right to amend the Terms and Conditions of Enrolment at any time.
- 1.4 If someone else pays your fees on your behalf, the Institute reserves the right to notify them regarding tuition fee payments
- 1.5 The Institute is obliged to inform the Department of Home Affairs and Department of Education of any change of status where you complete your program early, transfer to another provider, are excluded on academic grounds or fail to meet your visa conditions, make changes to your study program or otherwise change the expected completion date of your study.
- 1.6 For information on non-tuition fees which may apply during your enrolment depending your individual circumstances, please see <https://www.yarracollege.vic.edu.au>. Below is a list of current non-refundable fees and charges.

Refer to Student Handbook on the YCA Website (www.yarracollege.vic.edu.au) for details regarding estimated living costs in Australia.

TUITION FEES

- Fees are subject to change with prior notice. YCA will not change tuition fee stated in the student’s Enrolment Acceptance as long as the student completes the course within the agreed expected course end date.
- With the exception of granting RPL and/or credit transfer, there is no provision for a student to reduce their course fees on their Enrolment Acceptance Agreement. YCA may at its discretion vary this condition.
- Tuition Fees must be paid prior to course commencement or in accordance with the agreed Payment Plan.
- Student must pay fees in the designated bank accounts of YCA or in person at YCA campus. YCA is not liable for any tuition fee and non-tuition fees paid to the education agent or any third parties.
- YCA will not issue any qualification prior to the full payment of any fees and charges applicable to that course. YCA may at its discretion vary this condition.
- YCA reserves the right to suspend or cancel student’s enrolment in the event that the student fails to pay any part of the tuition fee as and when it becomes payable.
- In case of student default, the tuition fee that needs to be paid by the student is calculated according to the Calculation of Fees and Refunds Table in this document.
- Where Overseas Student Health Cover (OSHC) Fee applies, OSHC receipts and refunds will be provided by the OSHC provider.

INCLUSIONS AND EXTRAS:

YCA is entitled to charge fees for services provided to students. These charges are generally for items such as textbooks, student services and training and assessment services.

YCA’s tuition fee covers:

- Administration of the course;
- Access and use of YCA’s facilities;
- Training and Assessment services (up to 2 resubmissions/reassessment of assessments);
- Support services; and

ENROLMENT ACCEPTANCE

- Issuing of a student's certificate or Statement of attainment*.

*Subject to competency of one or more units of competency being completed and the course fee being paid in full.

Course materials will be provided to the student as they progress throughout their course.

The course materials that YCA provides to the student will become their property. However, the content of the course materials, including copyright and all other such intellectual property rights contained therein, remain the property of YCA or a nominated author/publisher.

YCA's tuition fees DO NOT cover:

- Application Fee; and OSHC;
- Any postage requirements to YCA, e.g., posting of completed assessments for marking, letters and certificates.
- Replacing Issued documents which the student has lost or damaged;

YCA does not require any additional fees for any of its courses such as material and equipment fees, uniform and personal protective equipment fees.

ENROLMENT ACCEPTANCE

REFUNDS AND WITHDRAWAL:

- This document includes a plain English explanation of what happens in the event of a course not being delivered, including the role of the Australian Government Tuition Protection Service (TPS).
- In the case of provider default, YCA will fulfil its obligation under the ESOS Act and Tuition Protection Service (TPS).
- In the case of student default, the amount to be refunded by the YCA is calculated according to the Calculation of Fees and Refunds Table in this document.
- The refunds must be calculated in accordance with the Legislative Instrument made under section 47E - the Education Services for Overseas Students (Calculation of Refund) Specification 2014.
- This document describes processes for claiming a refund. YCA will only pay a refund to the student; or to a person nominated by the student only when written authorization is given by the student in favor of another party.
- Student unsatisfied with refund or the processes for claiming a refund have rights to make complaints and seek appeals of decisions internally and externally according to YCA Complaints and Appeal Policy, Procedures and Process.
- This written agreements between YCA and a student, and the right to make complaints and seek appeals of decisions and action under various processes, does not affect the rights of the student to take action under the Australian Consumer Law if the Australian Consumer Law applies.
- YCA must retain records of all written agreements as well as receipts of payments made by students under the written agreement for at least 2 years after the person ceases to be an accepted student.

Student before commencing any course at YCA

Where the student notifies of Cancelled on before commencing any course at YCA, written notification must be provided to YCA. In this case:

- Application fee – No refund
- Airport pickup – Full refund
- Accommodation placement – No refund
- OSHC – Per OSHC provider conditions
- Tuition fees – Refer to Calculations of Fees and Refunds Table

Student withdrawal from their studies after commencement:

Student must notify YCA of their intention to withdraw from their current course at least **four weeks prior to the start of their next term**. Student failure to notify YCA two weeks prior to their next term start date will be liable to pay whole term tuition fees of their following term. Student must pay any outstanding tuition fee balance of their previous term before withdrawing from their studies.

Where the student withdraws after commencing studies at YCA, written notice must be submitted completing YCA's **Application to Defer, Suspend or Cancel Enrolment Form** indicating courses to be cancelled, signed and dated by the student and marked as received by YCA.

- Application fee – No refund
- Airport pickup – No refund
- Accommodation placement – No refund
- OSHC – Per OSHC provider conditions
- Tuition fees – Refer to Calculations of Fees and Refunds Table

Where student requests for **deferment after commencing studies** at YCA that is more than one term, it will be treated as student's withdrawal from the current term. The student is required to pay fee incurred for the current term and re-enrol after the deferment period paying the respective tuition fees again.

ENROLMENT ACCEPTANCE

The non-refundable portion of the fees is kept by YCA to offset the administrative costs incurred explicitly while delivering services to international students in compliance with the ESOS Act and the National Code 2018. If a student cancels or withdraws from a course, the loss of revenue is incredibly high, can be higher if YCA is unable to recruit another student in the place of withdrawing student due to a shorter timeframe. Thus, in all circumstances except for visa refusal, YCA will deduct certain percentage or demand student to pay tuition fees for the whole term.

If tuition fees remain outstanding, YCA reserves the right to withhold any Certificates and Records of Results achieved by the student.

PROCESS OF CLAIMING REFUND:

1. Refunds based on student applications:

All applications for refund must be made in writing by way of the 'Application for Refund' form and submitted to the **YCA Campus Reception** or via email **completed form attachment to:**
info@yarracollege.vic.edu.au

All applications for refunds are to be processed by the **YCA Staff** within **4 Weeks** from the receipt of student's written notification of Cancelled on/withdrawal only if the supporting documents have been validated during this timeframe.

Please note the following points related to all refunds applications received by YCA:

1. YCA Application for Refund form must be completed by the student only. Refund requests made to any other person or submitted by other means will not be considered.
2. Education Agents are not authorised to receive or deal with refund requests from students
3. Proof of identification is required to be submitted with all refund applications
4. Refunds will be sent to the bank account nominated by student in writing as part of their refund request.
5. YCA will not take responsibility for delays or expenses caused by student advising wrong account details
6. Under banking regulations, if a student has made payment using a credit card any refund must be credited to the original credit card.
7. YCA is unable to refund any applicant in any currency other than the Australian Dollars
8. Date of Cancelled on/withdrawal is the date written request received by YCA.
9. Without proof of Visa refusal by the Australian Government Department, no refund will be issued.
10. Refund will only be calculated if fees are received by YCA in respect of the student.
11. Depending on the date of student's request for Cancelled on or withdrawal, the student may be still liable for fees and not eligible for refund.
12. Please refer to OSHC provider for refunds directly regarding Compulsory Health Insurance (Student Visa Holders only).
13. Refunds are paid to the student; or to a person nominated by the student only when written authorisation is given by the student in favour of another party.
14. YCA is not responsible for delays caused by the financial institutions in the money transfer.
15. All fees incurred by financial institutions in the money transfer process is the responsibility of the student, and where possible will be pre-deducted from the calculated refund amount.
16. Student can appeal YCA's decision taken on their refund application internally and externally through YCA's Complaint and Appeal Policy, Procedures, and Process.

ENROLMENT ACCEPTANCE

The assessment of refund applications shall be granted as indicated below:

CALCULATION OF FEES AND REFUND TABLE			
Student Default Circumstances		Calculation of Fees	Calculation of Refund
Student visa refused	Student fails to start a course due to visa refusal (before agreed start date)	YCA will retain on the account of administrative cost: either 5% of each course fees (Tuition fees + non-tuition fees); or \$500; whichever is less	Refund course fees (tuition and non-tuition fees) less 5%; or \$500; whichever is less
	Student's application for student visa renewal got rejected or refused after agreed start date	YCA will retain weekly tuition fees for part of the course that has already been delivered to the student before the day student's application for student visa renewal got rejected or refused.	Refund tuition fees for part of the course that has not been delivered to the student after the day student's application for student visa renewal got rejected or refused. Non-tuition fees are non-refundable.
Student visa cancelled	Student's visa got cancelled due to student actions including breach of student visa conditions or holding any other types of visas including permanent residence	Full term tuition fees for the whole duration of the current term are payable.	No Refund.
Cancelled requests before agreed start date	Student's notification of in cancelled at least 10 weeks prior to agreed start date	YCA will retain on the account of administrative cost: 10% of the first term tuition fees.	Refund tuition fees less 10% of first term tuition fees. Non-tuition fees are non-refundable.
	Student's notification of cancelled in at least 4 weeks prior to agreed start date	YCA will retain on the account of administrative cost: 50% of the first term tuition fees.	Refund tuition fees less 50% of first term tuition fees. Non-tuition fees are non-refundable.
	Student's notification of cancelled in at least 2 weeks prior to agreed start date	YCA will retain on the account of administrative cost: 75% of the first term tuition fees.	Refund tuition fees less 75% of first term tuition fees. Non-tuition fees are non-refundable.
	Student's notification of cancelled in less than 2 weeks prior to agreed start date	Full term tuition fees for the whole duration of the first term is payable.	No Refund
Cancelled requests after deferment of commencement	Student's notification of cancelled of his/her course after the deferment of commencement date in a student's original eCoE in which visa was granted.	Full term tuition fees for the whole duration of the first term is payable.	No Refund

ENROLMENT ACCEPTANCE

CALCULATION OF FEES AND REFUND TABLE			
Student Default Circumstances		Calculation of Fees	Calculation of Refund
Cancelled on requests in consecutive courses	Student's notification of Cancelled on in succeeding course enrolled	YCA will retain deposit paid towards succeeding course enrolled.	No Refund.
Non- commencement	Student failed to commence his/her first course without prior written notification	YCA will record a Credit Note against the student as to honor the fees paid in that course. This Credit Note is valid for a year from the date issued and is not transferrable to any other course. It is neither redeemable for cash nor refundable in full or in part for any reason.	No Refund.
	Student failed to commence his/her succeeding course without prior written notification	Student failed to commence his/her succeeding course without prior written notification YCA will retain deposit paid towards succeeding courses enrolled.	No Refund
	Student failed to satisfy condition of a conditional CoE including English language proficiency requirements and Course specific entry requirements.	YCA will retain deposit paid towards courses enrolled.	No Refund
Provider Default Circumstances	YCA is unable to provide the course for which the original offer was made	YCA will refund if any unspent course fees (Tuition fees)received by YCA in respect of the student within 14 days.	
	Course withdrawn by YCA	YCA will refund if any unspent course fees (Tuition fees)received by YCA in respect of the student within 14 days.	
Withdrawal requests after course has started	Student's notification of withdrawal from the course in at least two weeks prior to the start of his/her next term.	Full term tuition fees for the whole duration of the current term is payable.	No Refund
	Student's notification of withdrawal from the course after two weeks prior the start of his/her next term.	Full term tuition fees for the whole duration of the next term is payable.	No Refund
	Student's notification of withdrawal from the course during his/her study	Full term tuition fees for the whole duration of the current term is payable.	No Refund
	Student withdraws after his/her course has started without notification	Full term tuition fees for currently studying course is payable.	No Refund
Withdrawal during deferment or suspension of studies	Student notification of withdrawal from the course during deferment or suspension of studies	Full term tuition fees for the whole duration of the current term is payable.	No Refund

ENROLMENT ACCEPTANCE

CALCULATION OF FEES AND REFUND TABLE			
Student Default Circumstances		Calculation of Fees	Calculation of Refund
Other circumstances	Student expelled for breach of YCA student code of conduct including submitted fraudulent documents or misleading information	Full term tuition fees for the whole duration of the current term is payable.	No Refund
	Student failed to disclose previous visa refusal / Cancelled on or makes false declaration on the application	Full term tuition fees for the whole duration of the current term is payable.	No Refund

Definition of terms used in refund table above:

Course fees	The total amount of fees including pre-paid tuition fees and non-tuition fees.
Weekly tuition fees	A daily tuition fee is calculated outcome of total tuition fees for the course divided by number of calendar days in the course. Then, to get weekly tuition fees simply multiply the outcome by 7.
Non-tuition fees	Application Fee; OSHC Fee; Fees to cover textbooks or uniforms, which student use while they study the course.
Tuition fees	A term is study period comprised of 20 weeks of teaching. Tuition fees are charged in full for each term and must be paid according to the Enrolment Acceptance Agreement.
Deposit	Any monies paid to confirm the student's enrolment in succeeding courses; concurrently with or after signing the Enrolment Acceptance Agreement.
Agreed start date	Agreed start date means the day on which the course is scheduled to start, or a day agreed between YCA and the student as per student's eCoE.

Other Definitions:

Face to Face	20 scheduled course contact hours per week excluding any holiday period.
OSHC	Overseas Student Health Cover
PRISMS	Provider Registration and International Student Management System
CRICOS	Commonwealth Register of Institutions and Courses for Overseas Students
ASQA	Australian Skills Quality Authority
DET	Department of Education and Training
DHA	Department of Home Affairs
ELICOS	English Language Intensive Courses for Overseas Students
ESOS	Education Services for Overseas Students

Appealing Refund decisions:

Student can access YCA's internal complaints and appeals processes at no cost if he/she wish to appeal YCA's decision taken on his/her refund application.

Student can complete YCA Complaints and Appeals form and submit it to the YCA Campus Reception within **20 working days from the decision taken on his/her refund application, to begin appeal resolution process.**

ENROLMENT ACCEPTANCE

Refunds due to non-delivery of course by YCA (Provider Default):

Under section 46A of the ESOS Act a registered provider default, in relation to an overseas student or intending overseas student and a course at a location, if:

- the provider fails to start providing the course to the student at the location on the agreed starting day; or
- after the course starts but before it is completed, it ceases to be provided to the student at the location; and the student has not withdrawn from the course before the default day.

Refunds under the above conditions will be paid to the student if any unspent tuition fees.

YCA may arrange within **14 days** for another course, or part of a course, to be provided to students at no (extra) cost to the student as an alternative to refunding course money. Please refer to the information under Tuition Protection Service.

Further information:

Tuition Protection Service (TPS) - Refer to www.tps.gov.au for detailed information.

Under the Tuition Protection Service (TPS) framework, all providers have a statutory obligation to report to the TPS Director and the Secretary about provider and student defaults. This is the first layer of tuition protection for students. One of the main objectives of the TPS is to ensure that the placement and refund processes for students are quick and streamlined. The default notification requirements are to ensure students are looked after following a default in a timely way.

Provider default –

Under section 46A of the ESOS Act a registered provider default, in relation to an overseas student or intending overseas student and a course at a location, if:

- the provider fails to start providing the course to the student at the location on the agreed starting day; or
- after the course starts but before it is completed, it ceases to be provided to the student at the location; and the student has not withdrawn from the course before the default day.

Note: Section 46A sets out further rules prescribing when a provider defaults.

Student default –

Under section 47A of the ESOS Act, an overseas student or intending overseas student defaults, in relation to a course at a location, if:

- the course starts at the location on the agreed starting day, but the student does not start the course on that day (and has not previously withdrawn); or
- the student withdraws from the course at the location (either before or after the agreed starting day); or
- the registered provider of the course refuses to provide, or continue providing, the course to the student at the location because of one or more of the following:
 - the student failed to pay an amount payable to the provider for the course;
 - the student breached a condition of his/her student visa;
 - misbehaviour by the student (Note: the student is entitled to natural justice under subsection 47A(3)).

Note: Subsection 47A(2) - A student does not default for failing to start a course on the agreed starting day if he/she does not start that course because the provider defaults in relation to the course at the location under subparagraph 46A(1)(a)(i).

What YCA must do in the event course not being delivered-

- Under section 46B of the ESOS Act, YCA must notify the Secretary and the TPS Director of the default

ENROLMENT ACCEPTANCE

within 3 business days of the default occurring. YCA must also notify students in relation to whom YCA have defaulted. Thenotices must be in writing and meet the requirements of the section 46B of the ESOS Act.

- Under section 46D of the ESOS Act, YCA will satisfy its tuition protection obligations to students within 14 days afterthe day of the default (the provider obligation period) to satisfy your tuition protection obligations to the student as set out in the section. This may include placing students who are referred to the TPS in a suitable alternative course. If a student chooses to be placed into another course, YCA will ask student to sign a document to indicate that the student accepted the placement.

What YCA must do if a student or intending student defaults-

- If a student or intending student defaults, YCA must provide a refund in accordance with the requirements under eithersection 47D or 47E of the ESOS Act, depending on which section applies to the circumstances of the default situation.
- Under section 47D or 47E of the ESOS Act, YCA must pay the refund within the period (the provider obligationperiod) of 4 weeks after the day specified in section 47D or 47E, depending on which section applies to the circumstances of the default situation.

ENROLMENT ACCEPTANCE

OUTLINE OF YCA'S INTERNAL AND EXTERNAL COMPLAINTS AND APPEALS PROCEDURE:

Where possible all non-formal attempts shall be made to resolve the issue. This may include advice, discussions, and general mediation in relation to the issue and the complainant's issue. Any staff member can be involved in this informal process to resolve issues but once a complainant has placed a formal complaint / appeal the following procedures must be followed:

- Any student, potential student, or third party may submit a formal complaint to Yarra College Australia with the reasonable expectation that all complaints will be treated with integrity and privacy. There is no cost for accessing the internal complaints and appeals process.
- Complaints have the right to access advice and support from independent external agencies / persons at any point of the complaint and appeals process. Use of external services will be at the complainant's costs unless authorised by the CEO.
- Any person wishing to submit a formal complaint or appeal can do so by completing the 'Complaints and Appeals Form' and state their case providing as many details as possible. This form can be gained by contacting Student Administration at the RTO, or through the RTO website.
- All formally submitted complaints or appeals are submitted to the Student Administration department or directly to the RTO Manager. Complaints are to include the following information:
 - Submission date of complaint
 - Name of complainant;
 - Nature of complaint;
 - Date of the event which lead to the complaint
 - Attachments
- Once a formal complaint is received it is to be entered into the 'Complaints and Appeals Register' which is monitored by the RTO Manager regularly. The information to be contained and updated within the register is as follows:
 - Submission date of complaint
 - Name of complainant;
 - Nature of complaint;
 - Date of the event which lead to the complaint
 - Attachments
- The complainant shall be notified in writing that their complaint has been received and registered with the RTO.
- A complainant may be assisted or accompanied by a support person regardless of the nature of the issue or complaint throughout the process at all times.
- The RTO Manager shall then refer the matter to the appropriate staff to resolve, or make a decision on the complaint within 10 working days and keep the complainant informed of any decisions or outcomes concluded, or processes in place to deal with the complaint.
- As part of the process of investigating the complaint the RTO Manager shall ensure the principles of natural justice and procedural fairness are maintained at all times. This includes informing and involving all parties involved in the allegations or cause for the complaint. There will be opportunities provided to all parties to provide their version of the event(s) or action(s) that have caused the complaint. The collection of information and details regarding the complaint will be conducted in a manner that ensures the privacy and confidentiality of all parties involved.
- To ensure the fairness of the complaints system, the complaints resolution process (investigation and determining outcomes of a complaint) must be completed by a person independent of the complaint. In other words where the complaint is in relation to the CEO or RTO Manager's actions, the complaint shall be referred immediately to the external and independent mediator listed below.

ENROLMENT ACCEPTANCE

- In the unlikely event that the complaint is not finalised within 60 calendar days, the RTO shall ensure that the complainant shall be provided reasons for the delay, and will be regularly kept informed and updated of the progress of the matter.
- Once a decision has been reached the RTO Manager shall be required to inform all parties involved of any decisions or outcomes that are concluded in writing. Within the notification of the outcome of the formal complaint the complainant shall also be notified that they have the right of appeal. To appeal a decision the RTO must receive, in writing, grounds of the appeal. Complainants are referred to the appeals procedure.
- The RTO Manager shall ensure that the RTO will act immediately on any substantiated complaint. If the internal or any external complaint handling or appeal process results in a decision that supports the complainant, the registered provider must immediately implement any decision and/or corrective and preventative action that is required, and advise the complainant of the outcome in writing.
- Copies of all documentation, outcomes and further action required will be placed into the 'Complaints and Appeals Register' by the Student Administration department and on the students file / complainants file.

Appealing a Decision:

All complainants have the right to appeal decisions made by Yarra College Australia where reasonable grounds can be established. The areas in which a complainant may appeal a decision made by Yarra College Australia may include:

- Assessments conducted
- Deferral, suspension, or cancellation decisions made in relation to the student's enrolment
- Or any other conclusion / decision that is made after a complaint has been dealt with by Yarra College Australia in the first instance.
- To activate the appeals process the complainant is to complete a 'Complaints and Appeals Form' which is to include a summary of the grounds the appeal is based upon. The reason the complainant feels the decision is unfair is to be clearly explained and help and support with this process can be gained from Student Administration department.
- The complainant shall be notified in writing that their appeal has been received and registered with the RTO.
- The RTO Manager shall then determine the validity of the appeal and organise a meeting with all parties involved in the matter and attempt to seek resolution where appropriate.
- The RTO Manager shall ensure that Yarra College Australia acts on any substantiated appeal.
- Where an appeal has been lodged it will be defined into one of the following categories and the appropriate procedures followed:

General Appeals

- Where a complainant has appealed a decision or outcome of a formal complaint, they are required to notify Yarra College Australia in writing within 20 working days of the grounds of their appeal. Any supporting documentation should also be attached to the appeal.
- The appeal shall be lodged through the Student Administration department and they shall ensure the details of the appeal are added to the 'Complaints and Appeals Register'.
- The RTO Manager shall be notified and shall seek details regarding the initial documentation of the complaint and shall make a decision based on the grounds of the appeal.

ENROLMENT ACCEPTANCE

- The complainant shall be notified in writing of the outcome with reasons for the decisions, and the 'Complaints and Appeals Register' updated. The complainant shall also be provided the option of activating the external appeals process if they are not satisfied with the outcome. The complainant is required to notify Yarra College Australia if they wish to proceed with the external appeals process.

Assessment appeals

- Where a student wishes to appeal an assessment, they are required to notify their Trainer in the first instance. Where appropriate the Trainer may decide to re-assess the student to ensure a fair and equitable decision is gained. The Trainer shall complete a written report regarding the re-assessment outlining the reasons why assessment was or was not granted.
- If this is still not to the student's satisfaction, the student shall formally lodge an appeal by submitting a written letter outlining their reasons for the appeal. They shall lodge this with student administrations department and the appeal shall be entered into the 'Complaints and Appeals Register.'
- The RTO Manager shall be notified and shall seek details from the Trainer involved and any other relevant parties. A decision shall be made regarding the appeal either indicating the assessment decision stands or details of a possible re-assessment by a 'third party'. The third party shall be another Trainer appointed by Yarra College Australia.
- The student shall be notified in writing of the outcome with reasons for the decision, and the 'Complaints and Appeals Register' updated. The student shall also be provided the option of activating the external appeals process if they are not satisfied with the outcome. The student is required to notify Yarra College Australia if they wish to proceed with the external appeals process.

External (Independent) Appeals:

In addition to the above internal processes, if the processes fail to resolve the complaint or appeal, or the complainant or appellant is still dissatisfied with the decision of the RTO, an application with an independent and external dispute resolution body can be submitted to allow for any decisions made by the RTO in relation to the complaints and / or appeals process to be reviewed independently of the RTO. (See below for contact details).

It should also be noted that any *appeals* relating to the CEO will be automatically be dealt with by this external and independent mediator in the first instance of the complaint being received.

Where the RTO is informed that the student has accessed external appeals processes:

- The RTO will maintain a student's enrolment until the external appeal process is finalized.
- The RTO will comply with the findings of the external appeals process.
- Where a decision or outcome is in favor of the complainant, Yarra College Australia shall follow the required action and recommendation from the relevant external appeals organisation to satisfy the student's grievance as soon as practicable.
- The decision of the independent mediator is final and any further action the student wishes to take is outside the RTO's policies and procedures. Students wishing to take further action shall be referred to the appropriate government agencies and this information can be gained from the CEO.
- All records and correspondence in relation to an external appeal shall be maintained with the initial complaint and internal appeal documentation within the 'Complaints and Appeals Register' and the student file for a minimum of 5 years.

Independent Mediators:

ENROLMENT ACCEPTANCE

Victorian Domestic Students:

The Dispute Settlement Centre of Victoria (DSCV) is a free dispute resolution and mediation service funded by the Victorian Government and may be able to assist resolve any outstanding complaint or issue with the complaint handling process. Further details and office locations for this service are available from

<http://www.disputes.vic.gov.au/>

International Students External Appeals:

In addition to the above processes international students enrolled with Yarra College Australia can lodge an external appeal with the Commonwealth Overseas Students Ombudsman. Contact details for the Overseas Students Ombudsman are available from www.oso.gov.au.

Organisation:	Overseas Student Ombudsman (https://www.ombudsman.gov.au/How-we-can-help/overseas-students)
Contact point:	<p>Email: ombudsman@ombudsman.gov.au</p> <p>Call: 1300 362 072 (within Australia) Outside Australia call +61 2 6276 0111. Enquiries 9 am to 5 pm Monday to Friday (AEDT)</p>

Further information

If, after the RTO's internal complaints and appeals processes have been completed, you still believe the RTO is breaching or has breached its legal requirements, you can submit a complaint to ASQA via the ASQA connect webpage. <https://asqaconnect.asqa.gov.au/>

National Training Complaints Hotline

Alternatively, students are able to contact the **National Training Complaints Hotline** which is designed to protect the interests of students and employers. The contact details are as follows:

Website: <https://www.dese.gov.au/national-training-complaints-hotline>

Phone: 13 38 73

Students are able to submit their complaint online (via an online form) following the process described at <https://www.dese.gov.au/national-training-complaints-hotline/national-training-and-complaints-hotline-complaints-form>

Preventative and Corrective Action

If the internal or any external complaint handling or appeal processes result in a decision that supports the complainant, Yarra College Australia will immediately implement any decision and/or corrective and preventative action that is required, and advise the complainant, and all involved in the matter, of the outcome.

In all cases where a complaint, internal appeal, or external appeal is submitted results in any type of corrective action to be taken by the RTO, details of the complaint and / or appeal shall be reviewed to ensure that steps are taken to eliminate or mitigate the likelihood of recurrence.

In addition, the complaints and appeals register shall be monitored by the CEO to ensure that all complaints and appeals submitted, regardless of the outcome, are able to be monitored and reviewed to ensure appropriate steps and actions are identified to prevent further re-occurrence.

ENROLMENT ACCEPTANCE

The details of the complaint and resulting outcome(s) shall be reviewed as part of the RTO's next management meeting with the purpose of identifying the potential causes of the initial complaint. The RTO will then determine appropriate steps to be taken so as to remove the potential issue arising again in the future. Where the complaint has arisen due to any employee or student actions, appropriate mechanisms shall be implemented to ensure appropriate education is provided to prevent recurrence of potential issues.

TERMS AND CONDITIONS OF ENROLMENT:

I Nitin ., accept the offer of place/s in the above - mentioned course at the Yarra College Australia(YCA).

1. I am over 18 years of age or will be 18 years old at the commencement of the course at YCA.
2. I have read and understand the information regarding entry requirements, fees, professional accreditation of the course, important dates and information about YCA and studying in Australia available in the student's handbook from YCA website (www.yarracollege.vic.edu.au).
3. I am aware that this agreement lists which course/s I am going to be enrolled, the expected course start date, the location(s) at which the course will be delivered, the offered modes of study for the course, and any conditions imposed on my enrolment.
4. I have read and understood any prerequisites necessary to enter the course or courses, including English language requirements from relevant Course Brochures available on the YCA website (www.yarracollege.vic.edu.au).
5. I am aware that this agreement lists all tuition fees payable by me for the course, the periods to which those tuition fees relate and payment options. I understand that I may choose to but not obligated to pay more than 50 per cent of my tuition fees before my course commences. I am also aware that this agreement provides details of any non- tuition fees that may incur in certain circumstances, in which additional fees may apply.
6. I am aware that in the following circumstances my personal information may be disclosed by YCA where required by law, and by the Commonwealth including the TPS, or state or territory agencies, in accordance with the Privacy Act 1988:
 - o to meet obligations under the ESOS Act and the National Code 2018;
 - o to ensure student compliance with the conditions of their visas and their obligations under Australian immigration laws generally;
 - o to assist with the national VET regulator enquiries; and
 - o if YCA believes on reasonable grounds that the disclosure is necessary to prevent or lessen a serious and imminent threat to the life or health of the student or of another person
7. I am aware of the estimated cost of living in Australia and understand the financial capacities to meet such costs is my responsibility.
8. I will arrive on campus for the orientation program prior to commencement of the course.
9. I understand that Quoted Course fees are an estimate only, based on standard full time loads and will vary depending on program and plan (i.e. the actual enrolled Load). Tuition fees are based on the normal program load required to complete the award program, and tuition fees will increase if I need to repeat courses or undertake additional electives that will exceed the normal program requirement. Tuition fees do not include Overseas Student Health Cover (OSHC) and application fee.
10. In the event of Student not complying with the obligated payment option/plan and subsequently the student enrolment is cancelled, this may result in:
 - o The possibility of Yarra College Australia (YCA) initiating Legal proceedings against you and/or
 - o The possibility of Yarra College Australia (YCA) initiating debt collection action against you which will also include sharing of personal information and/ or
 - o Yarra College Australia (YCA) reporting you to the Australian Government Department of Home Affairs (DHA).
11. I understand and agree that I must meet the Student Visa conditions
 - o including: Not start paid work until I have started my course in Australia.

ENROLMENT ACCEPTANCE

- Not work more than 48 hours per fortnight except during recognised vacation periods offered by
- YCA Maintain full time enrolment in my registered course
- Maintain satisfactory course progress for each study period as required by
- YCA Maintain minimum satisfactory attendance required by the ESOS agency.
- Maintain payment of course fees by the commencement of each term or as agreed
- Maintain adequate arrangements for health insurance (OSHC) during my stay in
- Australia Notify YCA of my residential address in Australia within 7 days of arriving
- in Australia. Participate with YCA in updating my contact details every six months
- Notify YCA of any change in my residential address within 7 days of the
- change Remain enrolled at YCA for the first six months of my principal course of study
- Obtain a release from my current registered provider if transferring before completing six months of my principal course,

The principal course of study refers to the main course of study to be undertaken by an overseas student where a student visa has been issued for multiple courses of study. The principal course of study would normally be the final course of study where the overseas student arrives in Australia with a student visa that covers multiple courses. For more information please visit:

- <https://www.homeaffairs.gov.au/trav/stud/more/visa-conditions/visa-conditions-students>
- <https://internationaleducation.gov.au/Pages/default.aspx>

12. I am aware of the requirement that, while in Australia and studying with YCA, I must notify YCA of my contact details including:
 - current residential address, mobile number (if any) and email address (if any) who to contact in emergency situations
 - any changes to those details, within 7 days of the change.
13. I understand that YCA reserves the right to discontinue or alter any program, course subject, fees, admission requirements, staffing or other arrangements.
14. I give YCA permission to check my visa status using the Australian Government Department of Home Affairs (DHA) VEVO system.
15. I may access my student records subject to the privacy legislation. I am aware that I am entitled, at no additional cost to a formal Statement of Attainment on Withdrawal, cancelled on or transfer, prior to completing the qualification, provided that I have paid in full for the fees I am liable for as per this agreement.
16. I am aware that my personal details provided to YCA may be made available to the Commonwealth and State Government agencies, the Secretary and the TPS Director and fund manager of the ESOS Assurance Fund under the Education Services for Overseas Students (ESOS) Act 2000.
17. I am aware that it is my responsibility to ensure that I complete my studies within the expected duration of CoE and to ensure that I am enrolled in the correct course at all times.
18. I am aware as a student of YCA; I can contact the YCA Director of Studies or YCA Student Support Staff to arrange for me the counselling services with matters relating to my general welfare, and student visa. I will refer to my trainer/assessor or director of studies for academic matters. I also understand that YCA may refer to other sources of assistance, such as an independent dispute resolution service.
19. I understand that YCA may suspend or cancel my enrolment for any breach in student code of conduct including non-payment of tuition fees.
20. I understand that YCA may cancel the enrolment without any notification if I fail to attend or contact YCA within 14 days of expected commencement date.
21. I will sign and return this enrolment acceptance agreement concurrently with or prior to my payment of initial deposit as specified above on or before the due date.
22. I have read the ESOS framework available at <https://internationaleducation.gov.au/Regulatory->

ENROLMENT ACCEPTANCE

Information/Pages/Regulatoryinformation.aspx

23. I undertake to meet all policies and procedures of YCA as listed in Student Handbook available on the YCA website(www.YCA.vic.edu.au) and I have read and understood the YCA Refund Policy.
24. I agree, where possible, to use the YCA's internal and external complaints and appeals processes to resolve anydispute or grievance which I may have.
25. I am aware that "This written agreement, and the right to make complaints and seek appeals of decisions and action under various processes, does not affect the rights of the student to take action under the Australian Consumer Law if the Australian Consumer Law applies".
26. I understand that I am responsible for keeping a copy of this written agreement as supplied by YCA, and receipts ofany payments of tuition fees or non-tuition fees.
27. I am able to access referred supplementary material in this agreement using links provided.
28. I agree that YCA may communicate electronically for all aspects of YCA services, including sending you electronicnotices.
29. I have read and understood the monitoring course progress policy and procedure, attendance policy and procedure which is available in YCA student handbook located on the website. (Applicable for all AQF qualifications at YCA).
30. I have read and understood to maintain 80% mandatory attendance for each study period. Attendance would be monitored on a weekly basis. I will be contacted and will be required to attend an intervention strategy if I do not meet the attendance requirements. If my attendance falls below a projected attendance of 80%, and I do not providesupporting reasons, I will be reported to the appropriate government agency(s) via PRISMS for a breach of my Visacondition.
31. I understand that at YCA all course requirements need to be met if not I need to attend an interview to planintervention strategy.
32. In this Agreement, unless the contrary intention appears:
 - Headings are for ease of reference only and do not affect the meaning of this agreement;
 - the singular includes the plural and vice versa and words importing a gender include other
 - genders;other grammatical forms of defined words or expressions have corresponding meanings; and
 - money is in Australian dollars and a reference to 'A\$', 'AUD', '\$A', 'dollar' or '\$' is a reference to Australian currency.

Signature

Date

STUDENT'S FULL NAME: Nitin .

REFERENCE NO: EN00603

AGENT NAME: Direct enrolment

AGENT ADDRESS:

We, YCA will abide by our legislative requirements and associated governing laws.

NAME: Ambhar

DESIGNATION: Chief Executive Officer

Signature:



Date: 03 Jul 2025