



OFFER OF ENROLMENT

Date: 02/05/2022

Reference No: P3888

Given Name: Akash
Date of Birth: 01/01/2003
Address: 55 Arthur Street
CARLTON NSW 2218
Australia

Middle Name:

Family Name: KAMBOJ
Passport Number: T0829388

Dear Akash KAMBOJ

Thank you for your application to study with **Yes College**.

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, Yes College 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 cancellation 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.yescollege.com.au. Alternatively, please contact our office to get a copy.

We look forward to having you study with Yes College 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

Mario Gallo
Chief Executive Officer

Encl: Enrolment Acceptance Agreement

MVJ ENTERPRISES PTY LTD T/A YES COLLEGE and PERTH COLLEGE OF BEAUTY THERAPY

CRICOS Provider Code: 03282E Registered Training Organisation No: 0249

www.yescollege.com.au

Email: admissions@yescollege.com.au

Suite 301, 106 Church Street, Parramatta, NSW 2150 Australia

www.perthcollege.com.au

Email: admissions@perthcollege.com.au

339 Albany Highway Victoria Park WA 6100

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ENROLMENT ACCEPTANCE AGREEMENT

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Reference No: P3888

Given Name: Akash

Middle Name:

Family Name: KAMBOJ

Date of Birth: 01/01/2003

Passport Number: T0829388

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Australia

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

Proposal #	CRICOS Course Code	Course Name	Start Date – End Date	Duration (in Weeks)
P3888	106078H	Graduate Diploma of Management (Learning)	01/07/2024 - 28/06/2026	104

CRICOS Course Code	Course Name	Total Cost
106078H	Graduate Diploma of Management (Learning)	\$16,200.00

*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 e.g., 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 are 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: Face to Face and Online

Course Location's:

Suite 301, 106 Church Street, Parramatta NSW 2150
339 Albany Highway Victoria Park WA 6100

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

This is a conditional offer subject to successful completion of Diploma of Hospitality Management with another provider.

For Confirmation of Enrolment (CoE) to be issued: The total deposit of **\$4,200.00** towards first Semester (Study Period) of each consecutive courses listed above should be made concurrently with, or after signing or accepting this agreement.

CRICOS Course Code	Study Period #	Fees Payable	Fee Amount	Deposit Required For CoE
106078H	1	Application Fee	\$200.00	\$200.00
106078H	1	Graduate Diploma of Management (Learning) Onshore	\$2,000.00	\$2,000.00
106078H	1	Graduate Diploma of Management (Learning) Onshore	\$2,000.00	\$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 Semester is study period comprising of 20 weeks of teaching. **TUITION FEES ARE CHARGED IN**

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FULL FOR EACH SEMESTER 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.

Yes College 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 Semester 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.

Course Name: Graduate Diploma of Management (Learning) P3888						
Study Period	Start Date	End Date	Weeks	Due Date	Fees Payable	Total
1	01/07/2024	29/12/2024	26	01/07/2024	Application Fee	\$200.00
1	01/07/2024	29/12/2024	26	01/07/2024	Graduate Diploma of Management (Learning) Onshore	\$2,000.00
1	01/07/2024	29/12/2024	26	30/09/2024	Graduate Diploma of Management (Learning) Onshore	\$2,000.00
2	30/12/2024	29/06/2025	26	30/12/2024	Graduate Diploma of Management (Learning) Onshore	\$2,000.00
2	30/12/2024	29/06/2025	26	31/03/2025	Graduate Diploma of Management (Learning) Onshore	\$2,000.00
3	30/06/2025	28/12/2025	26	30/06/2025	Graduate Diploma of Management (Learning) Onshore	\$2,000.00
3	30/06/2025	28/12/2025	26	29/09/2025	Graduate Diploma of Management (Learning) Onshore	\$2,000.00
4	29/12/2025	28/06/2026	26	29/12/2025	Graduate Diploma of Management (Learning) Onshore	\$2,000.00
4	29/12/2025	28/06/2026	26	30/03/2026	Graduate Diploma of Management (Learning) Onshore	\$2,000.00

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

You can forward the initial deposit by:

1. Bank Draft payable to: "MVJ Enterprises Pty Ltd" OR
2. Telegraphic Transfer to: "MVJ Enterprises Pty Ltd"
A/C No 086006 129051124

Bank Name: NAB Bank; 100 St Georges Terrace, Perth, WA 6000, Australia; SWIFT CODE: NATAAU3303M

3. Pay at Yes college Reception: Cash, EFTPOS and all major debit/credit cards are accepted*.

**If a person other than student is using his/her EFTPOS and debit/credit card to pay a student course fees then he/she*

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must complete a Yes College Payment Authorisation Form.

OTHER COSTS (As Applicable):

Particulars	Amount
RPL Assessment per unit	\$200.00
Credit Transfer	No Charge
Re-submission of Assessment	No Charge
Reassess study outcome / Reassessment	No Charge
Relearning of a unit	\$500 or a pro-rata fee; whichever higher
Appeal Fees	Nil
Change of Course	No Charge
Interim Academic Transcript	No Charge
Payment by Telegraph Transfer (TT)	\$22

Particulars	Amount
Certificates/Testamur on Completion	No Charge
Issuance of 'Statement of Attainment'	No Charge
Issuance of Replacement Qualification	\$50.00
Deferral of study	No Charge
Replacement Student ID	\$20.00
Late Payment of tuition fees	\$20.00
Student Photocopying	10c per page
Student Printing	10c per page
Payment by Major Credit Cards/EFTPOS	No Surcharge

Refer to Student Handbook on the YES COLLEGE Website (www.yescollege.com.au) for details regarding estimated living costs in Australia.

TUITION FEES

Fees are subject to change with prior notice. Yes College will not change tuition fee stated in the student's Enrolment Acceptance Agreement 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. Yes College 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 Yes College or in person at Yes College. Yes College is not liable for any tuition fee and non-tuition fees paid to the education agent or any third parties.

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

Yes College 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:

Yes College is entitled to charge fees for services provided to students. These charges are generally for items such as course materials, text books, student services and training and assessment services.

Yes College's tuition fee covers:

- Administration of the course;
- Access and use of Yes College's facilities;
- Training and Assessment services (up to 2 resubmissions/reassessment of assessments);

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- 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 Yes College 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 Yes College or a nominated author/publisher.

Yes College's tuition fees DO NOT cover:

- Enrolment Fee; OSHC; material and equipment fee; uniform and personal protective equipment fee;
- Any postage requirements to Yes College, e.g., posting of completed assessments for marking, letters and certificates;
- Any equipment that will be retained by the student as his or her own personal property;
- Excursions if they arise;
- Replacing issued documents which the student has lost or damaged; and
- Any additional assessment requirements (beyond the 2 included resubmissions/reassessment of assessments).

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, Yes College 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 Yes College 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.

Yes College will only pay a refund 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.

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 Yes College *Complaints and Appeal Policy, Procedures and Process*.

This written agreements between Yes College 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.

Yes College 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 Yes College

Where the student notifies of cancellation before commencing any course at Yes College, written notification must be provided to Yes College. In this case:

- Enrolment fee – No refund
- Airport pickup – Full refund

- Accommodation placement – No refund
- Equipment fees, uniform and material fees – Full refund
- OSHC – Per OSHC provider conditions
- Tuition fee – Refer to Calculation of Fees and Refunds Table

Student withdrawal from their studies after commencement:

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

Where the student withdraws after commencing studies at Yes College, written notice must be submitted completing **Yes College'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 Yes College.

- Enrolment Fee – No refund
- Airport pickup – No refund
- Accommodation placement – No refund
- Equipment, uniform and material fees – No refund
- OSHC – Per OSHC provider conditions
- Tuition fee – Refer to Calculation of Fees and Refunds Table

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

The non-refundable portion of the fees is kept by Yes College to offset the administrative costs incurs 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 Yes College 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, Yes College will deduct certain percentage or demand student to pay tuition fees for the whole semester or course.

If tuition fees remain outstanding, Yes College 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 **Yes College Reception** or **via email completed form attachment to: admissions@yescollege.com.au**

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

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

1. Yes College 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.

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5. Yes College 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. Yes College is unable to refund any applicant in any currency other than the Australian Dollars
8. Date of cancellation/withdrawal is the date written request received by Yes College.
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 Yes College in respect of the student.
11. Depending on the date of student's request for cancellation or withdrawal, the student may be still liable for fees and not eligible for refund.
12. There are no refunds associated with material and resources fees, e.g. uniforms, consumables etc.
13. Please refer to OSHC provider for refunds directly regarding Compulsory Health Insurance (Student Visa Holders only).
14. 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.
15. Yes College is not responsible for delays caused by the financial institutions in the money transfer.
16. 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.
17. Student can appeal Yes College's decision taken on their refund application internally and externally through Yes College's Complaint and Appeal Policy, Procedures, and Process.

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)	Yes College 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	Yes College 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 visa including permanent residence	Full semester tuition fees for the whole duration of the current semester is payable.	No Refund.
Cancellation requests before	Student's notification of cancellation is at least 52	Yes College will retain on the account of administrative cost:	Refund tuition fees less 50% of first semester tuition fees.

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CALCULATION OF FEES AND REFUND TABLE			
Student Default Circumstances		Calculation of Fees	Calculation of Refund
agreed start date	weeks prior to agreed start date	50% of the first semester tuition fees.	Non-tuition fees are non-refundable.
	Student's notification of cancellation is less than 52 weeks prior to agreed start date	Full semester tuition fees for the whole duration of the first semester is payable.	No Refund
Cancellation requests after deferment of commencement	Student's notification of cancellation of his/her course after the deferment of commencement date in a student's original eCoE in which visa was granted.	Full semester tuition fees for the whole duration of the first semester is payable.	No Refund
Cancellation requests in consecutive courses	Student's notification of cancellation in succeeding course enrolled	Yes College will retain deposit paid towards succeeding course enrolled.	No Refund.
Non-commencement	Student failed to commence his/her first course without prior written notification	Yes College will record a Credit Note against the student as to honour 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	Yes College 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.	Yes College will retain deposit paid towards courses enrolled.	No Refund
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 semester.	Full semester tuition fees for the whole duration of the current semester is payable.	No Refund
	Student's notification of withdrawal from the course after two weeks prior the start of his/her next semester.	Full semester tuition fees for the whole duration of the next semester is payable.	No Refund
	Student's notification of withdrawal from the course	Full semester tuition fees for the whole duration of the current	No Refund

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CALCULATION OF FEES AND REFUND TABLE			
Student Default Circumstances		Calculation of Fees	Calculation of Refund
	during his/her study	semester is payable.	
	Student withdraws after his/her course has started without notification	Full semester 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 semester tuition fees for the whole duration of the current semester is payable.	No Refund
Other circumstances	Student expelled for breach of Yes College student code of conduct including submitted fraudulent documents or misleading information	Full semester tuition fees for the whole duration of the current semester is payable.	No Refund
	Student failed to disclose previous visa refusal / cancellation or makes false declaration on the application	Full semester tuition fees for the whole duration of the current semester 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	Enrolment Fee; OSHC Fee; Fees to cover text books or uniforms, which student use while they study the course.
Tuition fees	A Semester is study period comprised of 20 weeks of teaching. Tuition fees are charged in full for each semester 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 Yes College and the student as per student's eCoE.

Appealing Refund decisions:

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

Student can complete Yes College Complaint/Appeal form and submit it to the Yes College Reception within **20 working days from the decision taken on his/her refund application**, to begin appeal resolution process.

2) Refunds due to non-delivery of course by Yes College (Provider Default):

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

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- 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 in full to the student within 14 days.

Yes College 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 defaults, 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 Yes College must do in the event course not being delivered-

- Under section 46B of the ESOS Act, Yes College must notify the Secretary and the TPS Director of the default within 3 business days of the default occurring. Yes College must also notify students in relation to whom Yes College have defaulted. The notices must be in writing and meet the requirements of the section 46B of the ESOS Act.
- Under section 46D of the ESOS Act, Yes College will satisfy its tuition protection obligations to students within 14 days after the day of the default (the provider obligation period) to satisfy your tuition protection

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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 choose to be placed into another course, Yes College will ask student to sign a document to indicate that the student accepted the placement.

What Yes College must do if a student or intending student defaults-

- If a student or intending student defaults, Yes College must provide a refund in accordance with the requirements under either section 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, Yes College must pay the refund within the period (the provider obligation period) of **4 weeks** after the day specified in section 47D or 47E, depending on which section applies to the circumstances of the default situation.

OUTLINE OF YES COLLEGE'S INTERNAL AND EXTERNAL COMPLAINTS AND APPEALS PROCESSES:

- Yes College manages and responds to allegations involving the conduct of Yes College, its trainers, assessors, or other staff, and a student of Yes College. Yes College responds to any complaint or appeal the student makes regarding his or her dealings with the Yes College and the Yes College's education agents. Yes College does not use or have any arrangement with any third party to provide service on its behalf.
- Student can request (appeal) for a review of decisions, including assessment decisions, made by Yes College.
- Students can discuss their issues informally with any member of the Yes College Student Support Team.
- Yes College staff will endeavour to resolve any disputes, informal/formal complaints or appeals raised regarding student dealings with Yes College or the Yes College's education agents amicably and at an early stage.
- Student can access Yes College's complaint and appeal process to lodge a formal complaint or appeal if a matter cannot be resolved informally.
- Student unsatisfied with the informal process can lodge a formal complaint or appeal internally using the *Yes College's Complaints / Appeals Form*.
- Student can access *Complaints / Appeals Form* from the *Yes College reception*. Student can easily access free and comprehensive information about Yes College's Complaints and Appeals policy, procedures, processes and forms from the Yes College *website* (www.yescollege.com.au) at any time.
- Student should complete *Complaints / Appeals Form*, and attach all the supporting document and information the student has to support their complaint or appeal then submit to Student Support Officer in person at the *Yes College Reception*.
- There is no charge for Yes College students to lodge a formal complaint or appeal internally.
- Once the completed Yes College *Complaints / Appeals Form* is received by Yes College, 'Director of Studies' or a delegate will send a written acknowledgement to the complainant/ appellant within as soon as practicable from the receipt of the form.
- Yes College staff will commence assessment of all formal complaints or appeals within 10 working days of it being made in accordance with the Yes College's complaints handling and appeals process and policy, and finalise the outcome as soon as practicable.
- Yes College staff will record, acknowledge, and deal with complaints and appeal in a fair and effective manner.

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- Yes College staff will conduct the assessment of the complaint or appeal in a professional, fair and transparent manner. Complainant or appellant will not be discriminated or victimised.
- Yes College staff will provide student an opportunity to formally present his or her case at no cost. Yes College student can be accompanied and assisted by a support person at any relevant meetings .
- Yes College staff will notify providing student a written statement of the outcome of the internal complaint or appeal, including detailed reasons for the outcome as soon as practicable.
- Student not satisfied with the internal complaint resolution process or the outcome can access Yes College's internal appeals process within 20 working days from the notification date.
- Yes College staff will keep a written record of the complaint or appeal, including a statement of the outcome and reasons for the outcome, according to *Yes College Record Management Policy and Procedures*. Written record of the complaint or appeal and further action required will be maintained in the *Yes College Complaints / Appeals Logbook*.
- Where Yes College considers more than 60 calendar days are required to process and finalise the complaint or appeal, Yes College Staff will:
 - inform the complainant or appellant in writing, including reasons why more than 60 calendar days are required; and
 - regularly update the complainant or appellant on the progress of the matter.
- If the student is not satisfied with the outcome of the Yes College's internal complaints handling and appeals process, Yes College staff will advise the student within 10 working days of concluding the internal review of the student's right to access an external complaints handling and appeals process at minimal or no cost.
- Yes College staff will provide the student with the contact details of the appropriate external complaints handling and external appeals body.
- If the internal or any external complaints handling or appeal process results in a decision or recommendation in favour of the student, Yes College must immediately implement the decision or recommendation and/or take the preventive or corrective action required by the decision, and advise the student of that action.
- Yes College's complaints policy and appeals policy, procedures and process:
 - ensures the principles of natural justice and procedural fairness are adopted at every stage of the complaint and appeal process
 - are publicly available
 - set out the procedure for making a complaint or requesting an appeal
 - ensures complaints and requests for an appeal are acknowledged in writing and finalised as soon as practicable
 - provide for review by an appropriate party independent of Yes College and the complainant or appellant, at the request of the individual making the complaint or appeal, if the processes fail to resolve the complaint or appeal.
- Yes College will identify potential causes of complaints and appeals and take appropriate corrective action to eliminate or mitigate the likelihood of reoccurrence.
- Yes College will securely maintains records of all complaints and appeals and their outcomes.

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- Yes College's complaints and appeals policy does not inhibit student's rights to pursue other legal remedies at any point during or after the implementation of procedure.

TERMS AND CONDITIONS OF ENROLMENT:

I **Akash KAMBOJ** accept the offer of place/s in the above - mentioned course at the Yes College.

1. I am over 18 years of age or will be 18 years old at the commencement of the course at Yes College.
2. I have read and understand the information regarding entry requirements, fees, professional accreditation of the course, important dates and information about Yes College and studying in Australia available in the Student handbook from Yes College website (www.yescollege.com.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 the 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 Yes College website (www.yescollege.com.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 I 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 Yes College where required by law, and by the Commonwealth including the TPS, or state or territory agencies, in accordance with the Privacy Act 1988:
 - to meet obligations under the ESOS Act and the National Code 2018;
 - to ensure student compliance with the conditions of their visas and their obligations under Australian immigration laws generally;
 - to assist with the national VET regulator enquiries; and
 - if Yes College 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), enrolment fee and other materials required to undertake the activities where relevant (such as fields work, excursions or laboratories)
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:
 - The possibility of Yes College initiating Legal proceedings against you and/or
 - The possibility of Yes College initiating debt collection action against you which will also include sharing of personal information and/ or
 - Yes College reporting you to the Australian Government Department of Home Affairs (DHA).
11. I understand and agree that I must meet the Student Visa conditions including:
 - Not start paid work until I have started my course in Australia.
 - Not work more than 40 hours per fortnight except during recognised vacation periods offered by Yes College
 - Maintain full time enrolment in my registered course
 - Maintain satisfactory course progress for each study period as required by Yes College
 - Maintain minimum satisfactory attendance required by the ESOS agency.
 - Maintain payment of course fees by the commencement of each semester or as agreed
 - Maintain adequate arrangements for health insurance (OSHC) during my stay in Australia
 - Notify Yes College of my residential address in Australia within 7 days of arriving in Australia.

MVJ ENTERPRISES PTY LTD T/A YES COLLEGE and PERTH COLLEGE OF BEAUTY THERAPY

CRICOS Provider Code: 03282E Registered Training Organisation No: 0249

www.yescollege.com.au

Email: admissions@yescollege.com.au

Suite 301, 106 Church Street, Parramatta, NSW 2150 Australia

www.perthcollege.com.au

Email: admissions@perthcollege.com.au

339 Albany Highway Victoria Park WA 6100

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- Participate with Yes College in updating my contact details every six months
- Notify Yes College of any change in my residential address within 7 days of the change
- Remain enrolled at Yes College 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 Yes College, I must notify Yes College 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 Yes College reserves the right to discontinue or alter any program, course subject, fees, admission requirements, staffing or other arrangements.
14. I give Yes College 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, cancellation 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 Yes College 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 Yes College; I can contact the Yes College Director of Studies or Yes College 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 Yes College may refer to other sources of assistance, such as an independent dispute resolution service.
19. I understand that Yes College may suspend or cancel my enrolment for any breach in student code of conduct including non-payment of tuition fees.
20. I understand that Yes College may cancel the enrolment without any notification if I fail to attend or contact Yes College 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-Information/Pages/Regulatoryinformation.aspx>
23. I undertake to meet all policies and procedures of Yes College as listed in Student Handbook available on the Yes College website (www.yescollege.com.au) and I have read and understood the Yes College Refund Policy.
24. I agree, where possible, to use the Yes College's internal and external complaints and appeals processes to resolve any dispute 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 Yes College, and receipts of any payments of tuition fees or non-tuition fees.
27. I am able to access referred supplementary material in this agreement using links to provided.

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28. I agree that Yes College may communicate electronically for all aspects of Yes College services, including sending you electronic notices.

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.....
Akash Kamboj

DATE..02/05/2022.....

STUDENT'S FULL NAME: Akash KAMBOJ

Reference No: **P3888**

Agent Name: **ROYAL INTERNATIONAL MIGRATION CONSULTANTS PTY LTD**
Agent Address: 87 Wigram St
HARRIS PARK NSW 2150 Australia

We Yes College will abide by our legislative requirements and associated governing laws.

NAME: **Mario Gallo**

DESIGNATION: CEO/DIRECTOR OF STUDIES/DELEGATE

SIGNATURE..... DATE.....