

## STUDENT ENROLMENT AGREEMENT AND CONTRACT

This Agreement is Between DIVINE LIGHT INC. (the "School")

AND: \_\_\_\_\_ (the "Student")

### SERVICES PROVIDED

1. The School agrees to provide the Student with Yoga Teacher Training program \_\_\_\_\_ (the "Program").

### PAYMENT & OPTIONS

2. The total cost of the Program is \$\_\_\_\_\_ plus any applicable goods and services tax (the "Program Cost").

3. Options

a.  FULL PAYMENT

REGISTRATION FEE \_\_\_\_\_ Non-refundable

TUITION FEE \_\_\_\_\_

TOTAL PAYMENT DUE \_\_\_\_\_

b.  PAYMENT PLAN

REGISTRATION FEE \_\_\_\_\_ Non-refundable

DEPOSIT \_\_\_\_\_ DATE RECEIVED \_\_\_\_\_

The balance is due in \_\_\_ equal monthly installments by pre-authorized credit card payments. An additional fee of \$100 is added with this plan.

PAYMENT #1	_____	DATE RECEIVED _____
PAYMENT #2	_____	DATE RECEIVED _____
PAYMENT #3	_____	DATE RECEIVED _____
PAYMENT #4	_____	DATE RECEIVED _____
PAYMENT #5	_____	DATE RECEIVED _____

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*Students will graduate from the program and receive their certificate when program fees have been paid in full.*

**Dispute Resolution Policy and Procedure**

4. Policy: Individuals should always try to resolve issues informally. If a more formal approach becomes necessary, the School provides a fair and reasonable mechanism for resolution.

Procedure:

a. Step 1. Put your complaint in writing to the individual designated by the School for handling disputes. He or she will request submissions from all involved parties, including witnesses; conduct an investigation and set up a meeting within 48 hours. The designated person will provide a written decision to all parties within 48 hours of meeting. If this doesn't work proceed to Step 2.

b. Step 2. Repeat step two with a higher authority within the School, if possible. If no resolution is forthcoming proceed to Step 3.

c. Step 3. The parties appoint an outside mediator/arbitrator within 48 hours. The requesting party will bear the cost of mediation/arbitration.

**DISMISSAL POLICY**

5. Inappropriate behavior by a student during the Program will not be tolerated and may result in the student being given written notice and having to leave immediately, and the student's registration cancelled, subject to paragraph 7 below, without any refund or compensation.

Inappropriate behavior includes:

- Absenteeism for longer than two (2) consecutive days without informing the school and provision of a doctor's note may result in dismissal.
- Cheating or plagiarism
- Physical abuse of institution's property
- Theft or non-accidental damage to the institution's property
- Behavior displaying insubordination, refusal to cooperate with instructors and schedules

- The use of alcohol or nonprescription drugs is prohibited while in attendance at the institution
- Flagrant disrespect of institution's rules of conduct and policies.

## **Refund Policy**

6. Before Start of Course. A student must provide written notice to the school if he or she wishes to withdraw from the Program. Where total fees have not yet been collected, the school is not responsible for refunding more than has been collected to date.

a. If the school receives such written notice less than seven (7) calendar days after this contract is made and before the Program starts, the school may retain the lesser of 10% of the total fees due under this contract or \$200, or, in the case of international students, the lesser of 20% of the total fees due under this contract or \$500.

b. Subject to paragraph 6(a) above, if the school receives such written notice after this contract is made and thirty (30) calendar days or more before the Program starts, the school may retain 10% of the total fees due under this contract, or, in the case of international students, 25% of the total fees due under this contract.

c. Subject to paragraph 6(a) above, if the school receives such written notice after this contract is made and less than thirty (30) calendar days before the Program starts, the school may retain 20% of the total fees due under this contract, or, in the case of international students, 40% of the total fees due under this contract.

7. After Start of Course. Where total fees have not yet been collected, the school is not responsible for refunding more than has been collected to date.

a. If the school receives written notice of withdrawal, or a student is dismissed, within 10% of the Program duration the school may retain 30% of the total fees due under this contract, or, in the case of international students, 40% of the total fees due under this contract.

b. Subject to paragraph 7(a) above, if the school receives written notice of withdrawal, or a student is dismissed, within 30% of the Program duration, the school may retain 50% of the fees due under this contract, or, in the case of international students, 60% of the total fees due under this contract.

c. If a student withdraws or is dismissed after 30% of the Program duration, no refund is required.

8. International Students. For the purposes of paragraphs 6 and 7, an international student is a person who is not a Canadian citizen, who is not a landed immigrant and who has not been determined under the Immigration Act to be a Convention Refugee. The refund provisions set out in paragraphs 6 and 7 are specified by the Bylaws of the Private Career Training Institutions Agency.

## **Rejection or Cancellation of Registration**

9. Due to the intimate and intense nature of the Program, we reserve the right to decline or cancel any registration at any time prior to the start of the Program, in which case any program fees paid will be refunded.

## **Cancellation of Course**

10. In the event of insufficient enrolment, we may, at any time prior to the start of the Teacher Training Program, be required to cancel the program, in which case any course fees paid will be refunded.

## **Certification Withheld**

11. Please note that the school reserves the right to withhold certification from any student who has completed all tangible program requirements but is, in the opinion of the school, not competent or qualified to teach yoga, is unable to adequately represent the school's teaching principles and ethics; or is unable to deal effectively and or appropriately with yoga students.

## **RELEASE OF LIABILITY**

12. The Student acknowledges and agrees that the activities that the Student shall be undertaking during the testing and/or training sessions may involve risk to the Student and/or its property.

13. The Student agrees that the School, its employees, instructors and/or agents, are not responsible for any loss or damage suffered by the Student or others, as a result of the implementation of any recommendations, programs, testing and/or training sessions offered by the School.

14. The Student releases and forever discharges the School, its employees, instructors, and/or agents from any and all claims, demands, or causes of action for personal injury, property damage or death which may arise as a result of my participation in the sessions, traveling to or from, before, during or after the sessions wherever and however such injury, damage or death may occur.

15. The Student agrees not to undertake any proceedings against the School, its employees, instructors, and/or agents for loss or damage suffered by the Student as a result of his/or her participating in the testing and/or training sessions, going to, coming from, before, during or after the sessions, including any loss or damage whatsoever caused by any reason including negligence on the part of the School, its employee, instructors, and/or its agents.

16. The Student acknowledges that the Student understands the provisions of the release of liability set forth above and fully understands that the provisions are intended to release the School, its employees, instructors, and/or agents from any and all liability for loss and damage of every kind and description.

## **Other Terms And Conditions**

17. Personal Information. In accordance with Part 4(10)(1)(a) of the Personal Information Protection Act, we hereby notify you that your name and personal identification information, the name of your program of study, and the amount of the tuition paid will be forwarded to the Private Career Training Institutions Agency for the purpose of administering the Student Training Completion Fund. This information is collected by the PCTIA under section 26 of the Freedom of Information and Protection of Privacy Act. For more information about the collection, use and disclosure of your personal information, visit the Agency's website at [www.pctia.bc.ca](http://www.pctia.bc.ca).

18. Photo Release. You hereby irrevocably grant to Divine Light Inc. (for all media throughout the world (including print, home video, CD-ROM, DVD, internet and any other electronic medium presently in existence or invented in the future) the right to use, including, without limitation, the right to exhibit, display, broadcast, distribute and create derivative works of and incorporate (alone or together with other materials), in whole or in part, photographs and video footage taken of you as a result of your participation in approved School activities (the "Property"). You hereby relinquish any right that you may have to examine or approve any completed products, advertising or printed matter that may use the Property. This agreement shall not obligate Divine Light Inc to use the Property or to use any of the rights granted hereunder. Divine Light Inc shall have the right to assign its rights hereunder, without your consent, in whole or in part, to any person or legal entity.

DATED: \_\_\_\_\_

STUDENT NAME:

STUDENT SIGNATURE:

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DIVINE LIGHT INC.  
DIRECTOR'S NAME:

DIRECTOR'S SIGNATURE:

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