

PROVINCIAL PRIVATE VOCATIONAL SCHOOL CANCELLATION/REFUND REGULATIONS

The Institute's cancellation policies comply with the legislation of the Province in which you reside
and with the regulations made there under:

ALBERTA

- 16(1) A student or a licensee may terminate a student contract by giving written notice to the other party.
- (2) A student who wished to terminate a student contract must
- (a) give the written notice to a person who works for the licensee at the business address of the licensee set out in the student contract or to the instructor of the vocational training, or
- (b) send the written notice by certified mail to the mailing address of the licensee set out in the student contract.
- (3) A licensee who wishes to terminate a student contract must
- (a) give the written notice to the student, or
- (b) send the written notice by certified mail to the mailing address of the licensee set out in the student contract.
- (4) A student contract is terminated
- (a) if the written notice to terminate is given to a person under subsection (2)(a) or (3)(a), when the person receives the notice, or
- (b) if the written notice is sent by certified mail, 7 days after the notice is mailed.
- 17(1) Subject to subsection (2), a licensee may require a student to pay a registration fee before the student's vocational training has commenced.
- (2) A licensee must not require or accept payment of a registration fee in respect of a person until that person has signed a student contract.
- (3) The maximum registration fee is \$150 per student.
- (4) A licensee who receives a registration fee must credit the fee to unpaid tuition if the student commences to vocational training.
- (5) A licensee must not require or accept payment of any amount for tuition before the vocational training commences except for a registration fee.
- 18 Notwithstanding any other provision in this Regulation, if a student terminates a Student contract on or before the 4th day after signing the contract, the licensee must refund any tuition or other fee paid by or on behalf of the student.
- 19(1) If a student terminates a student contract for vocational training before the vocational training has commenced, the licensee is entitled to any registration fee paid by or on behalf of the student.
- (2) If
- (a) a licensee terminates a student contract before the vocational training has commenced, or
- (b) the vocational training does not commence by the date the training was to have commenced under the student contract, the licensee must refund any registration fee that has been paid by or on behalf of the student.
- 20(1) If either party terminates a student contract for a program of instruction after the program of instruction has commenced, the licensee is entitled to the following amount of tuition:
- (a) when 10% or less of the program of instruction has been provided, 25% of the student's tuition;
- (b) when more than 10% but 50% or less of the program of instruction has been provided, 60% of the student's tuition;
- (c) when more than 50% of the program of instruction has been provided, 100% of the student's tuition.
- (2) If a licensee has received tuition in excess of the amount that the licensee is entitled to under subsection (1), the licensee must refund the excess.
- 21(1) In this section, "cost of a lesson" is the amount obtained by dividing the tuition for a correspondence course by the number of lessons in the course.
- (2) If either party terminates a student contract for a correspondence course after the correspondence course has commenced, the licensee is entitled to
- (a) the cost of lessons that have been supplied, marked and returned to the student by the effective date of the termination, and the lesson of
- (i) the cost of the lessons that have been supplied but have not been marked and returned to the student by the effective date of the termination, up to a maximum of 3 lessons, and
- (ii) 15% of the cost of the lessons that have not been supplied, marked and returned to the student by the effective date of the termination.
- (3) If a licensee has received tuition in excess of the amount that the licensee is entitled to under subsection (2), the licensee must refund the excess.
- 22(1) For the purposes of this section, a licensee abandons the provision of vocational training under its license if the licensee stops providing the vocational training before it is complete and
- (a) there are student contracts for the vocational training that have not been terminated, or
- (b) all student contracts for the vocational training have been terminated and one or more of the contracts were, in the director's option, terminated by the licensee so that the licensee would not be required to provide the vocational training
- (2) Notwithstanding sections 19 to 21, if a licensee abandons the provision of vocational training under its license, the licensee must refund all tuition that has been paid in respect of the vocational training.
- (3) This section does not require the refund of tuition in respect of a student whose contract is terminated
- (a) by the student before the licensee abandons the provision of vocational training, or
- (b) by the licensee before the licensee abandons the provision of vocational training if the termination was made because the student was expelled or for non-payment of fees
- 23(1) Notwithstanding sections 19 to 21, if a licensee's license is cancelled, the licensee must refund all tuition that has been paid in respect of the vocational training provided under that license.
- (2) This section does not require the refund of tuition in respect of a student whose student contract is terminated
- (a) by the student before the license is cancelled, or
- (b) by the licensee before the license is cancelled if the termination was made because the student was expelled or for non-payment of fees.
- 24 Notwithstanding sections 19 to 2, if in the opinion of the Director a student was induced to enter into a student contract by false or misleading information provided by the licensee or the licensee's authorized representative, the licensee must refund all tuition that has been paid by or on behalf of the student
- 25(1) Subject to subsection (2), a refund of a student's tuition must be paid to the student.
- (2) If a licensee receives payment of a student's tuition from a government, agency or person other than the student, any refund of the student's tuition must be paid to the government, agency or other person.

Student's Signature

Date Signed

A student who quits or stops taking a program of instruction may be entitled to a refund of tuition only if the student terminates this contract in writing. The termination of this contract and the amount of a refund are governed by the Private Vocational Schools Regulation.

BRITISH COLUMBIA

9. (1) Written Notice must be provided by
- (a) a student to the institution when the student withdraws, and
- (b) the institution to the student where the institution dismisses the student.
- Where total fees have not yet been collected, the institution is not responsible for refunding more than has been collected to date.
- Refunds before the program of study starts:
- (2) (a) if written notice of withdrawal is received by the institution less than seven (7) calendar days after the contract is made, and before the start of a program of study, the institution may retain the lesser of 10% of the total fees due under the contract or \$100.
- (b) Subject to subsection (2)(a) if written notice of withdrawal is received by the institution thirty (30) calendar days or more before the start of a program of study, the institution may retain 10% of the total fees due under the contract.
- (c) Subject to subsection (2) (a), if written notice of withdrawal is received by the institution less than thirty (30) calendar days before the start of a program of study, the

institution may retain 20% of the total fees due under the contract. Refunds before the program of study starts:

- (3) (a) if written notice of withdrawal is received by the institution, or a student is dismissed within 10% of the program of study's duration, the institution may retain 30% of the total fees due under the contract.
 - (b) Subject to subsection 3 (a), if written notice of withdrawal is received by the institution, or a student is dismissed within 30% of the program of study's duration, the institution may retain 50% of the total fees due under the contract.
 - (c) If a student withdraws or is dismissed after 30% of the program of study's duration, no refund is required.
11. Other Refund Policy Requirements
- (1) Where an institution provides technical equipment to a student, without cost to the student, and the student withdraws or is dismissed pursuant to section 9 (3) above, the institution may charge the student for the equipment or use of the equipment on a cost recovery basis, unless the student returns the equipment unopened or as issued within ten (10) days.
 - (2) Refunds owing to students pursuant to section 9 (1), (2) and (3) must be paid within thirty (30) days of the institution receiving written notification of withdrawal, or within thirty (30) days of an institution's written notice of dismissal.
 - (3) Where the delivery of the program of study is through home study or distance education, refunds must be based on the percent of the program of study completed at the rates specified in Section 9(2) of these General Directives.
- 15 Complaint Resolution Policy and Procedures.
- (1) An institution must have a written policy and procedure for student dispute resolution.
 - (2) An institution must implement this policy and provide guidance to students for dispute resolution.

MANITOBA

- 34(1) No keeper or operator of a private vocational school shall demand or receive money paid by any person on account of any course of instruction unless the school is duly registered and the course of instruction is included in the certificate of registration of the keeper or operator of the private vocational school.
- 34(2) A keeper or operator of a private vocational school who is unregistered shall forthwith refund any money received in contravention of subsection (1) to the person who paid the money.
- 35 A keeper or operator of a private vocational school who, having been registered, ceases to be registered, shall within 14 days of ceasing to be registered refund the total cost of any course of instruction which is not then completed, to the person who paid the costs.
- 36(1) No keeper or operator of a private vocational school shall demand or receive a registration fee, tuition fee or other charge for a course of instruction other than a fee
 - (a) of the type and in the amount disclosed in the statement submitted under clause 3(2)(c) as part of an application for registration of the private vocational school; and
 - (b) on account of a course of instruction for which a certificate of registration has been issued to the keeper or operator of the private vocational school.
- 36(2) A keeper or operator of a private vocational school shall forthwith refund any money received in contravention of sub section (1).
- 37 A keeper or operator of a private vocational school may demand and receive upon registration of a person a registration fee not exceeding the lesser of \$100 or 20% of the total cost of the course of instruction, which shall be non-refundable, unless otherwise expressly provided in this Part
- 38(1) Subject to section 40, where a person withdraws from a course of instruction in a private vocational school and gives notice in writing to the keeper or operator of the private school to that effect, or is expelled for cause including failure to pay fees and charges properly payable on account of the course of instruction, the keeper or operator shall refund the total cost of the course of instruction and the cost of equipment, books and course materials other than those costs specified in subsection (2).
- 38(2) The keeper or operator of a private vocational school may retain
 - (a) a registration fee referred to in section 37;
 - (b) the cost of equipment, books and course materials supplied by the keeper or operator of the private vocational school that are not returned to the school within 10 days after withdrawal or expulsion in substantially the same condition in which they were supplied; and
 - (c) a portion of the tuition fee calculated as follows:
 - (i) where the withdrawal or expulsion occurs after the commencement of the course of instruction, the portion of the tuition fee obtained by applying the following formula:
$$P = \frac{N \times T}{C}$$
where
P = portion of the fee may be retained,
N = number of hours or classes or, in the case of a correspondence course, the number of assignments, from the commencement of the course to the date written notice of the withdrawal is received by the private vocational school or the date of expulsion.
C = total length of the course in hours, classes or, in the case of a correspondence course, number of assignments; and
T = tuition fee for the course of instruction,
 - (ii) where notice is given to the keeper or operator of the private vocational school before commencement of the course on instruction, the lesser of
 - (A) \$100, and
 - (B) the registration fee plus 10% of the tuition.
- 38(3) For the purpose of determining the degree of completion
 - (a) every hour or class in a course of instruction having regularly scheduled classes shall be of equal value and every assignment shall be of equal value; and
 - (b) a student shall be deemed to have attended every regularly scheduled class and in the case of a correspondence course, to have submitted every regularly scheduled assignment up to the time of every regularly scheduled assignment up to the time of notice of withdrawal.
- 39(1) Where a person withdraws from a course of instruction in a private vocational school after completing two-thirds of the course of instruction, or fails to give notice until after two-thirds of the total course of instruction has been completed, the keeper or operator shall have no obligation to refund any part of the total cost of the course of instruction or the cost of equipment, books and course materials.
- 39(2) Subsection 38(3) applies to this section.
- 40 Notwithstanding anything in this Part, where a keeper or operator of a private vocational school terminates a course of instruction prior to its completion or expels, without just cause, a person registered in a course of instruction the keeper or operator of the private vocational school shall forthwith refund to the person who paid
 - (a) the total cost of the course of instruction and examination fees to the person who paid them; and
 - (b) the cost of all equipment, books and materials supplied by the keeper or operator of the private vocational school which are returned in substantially the same condition in which they were supplied within 10 days of the termination.
- 41 Where a keeper or operator of a private vocational school or any agent, salesperson or representative of the school has published by any means, broadcast by radio or television, or caused to be published or broadcast any advertisement, which, by affirmative representation or by omission, misleads with respect to the nature of, or makes a false or misleading statement regarding a course of instruction at a private vocational school or regarding the contract between a student and a private vocational school for the purpose of inducing that person to enter into a contract of instruction with the private vocational school, the keeper or operator shall forthwith, upon demand, refund the total cost of the course of instruction received from that person if notice thereof is received by the school or the minister within one year of the date of making the contract or of last attendance in the course, whichever is the later.
- 42 Every private vocational school shall have an agent or manager in Manitoba who has authority to accept or cancel contracts for the private vocational school and to repay or refund money paid by or on behalf of persons for or on account of fees.

NEW BRUNSWICK

- Under certain circumstances (described below), the enrollee may wish to cancel this agreement. Should the enrollee request cancellation of this agreement, the following conditions pertain:
- (a) When one quarter (1/4) of the lessons have been completed the student will be obligated to the Institute for an amount equal to 25% of the total tuition.
 - (b) When two quarters (2/4) of the lessons have been completed the student will be obligated to the Institute for an amount equal to 50% of the total tuition.
 - (c) When three quarters (3/4) of the lessons have been completed, the student will be obligated to the Institute for an amount equal to 75% of the total tuition.

- (d) When all quarters of the lessons have been completed, the student will be obligated to the Institute for the total tuition.

NEWFOUNDLAND

- 16(1) Except where part of the course of instruction has been supplied and serviced, where a commencement date for a course of instruction is not stated in the contract, the contract is voidable at the option of the student.
- (2) A student may exercise the option under subsection (1) by giving notice in writing by registered mail to the private training institution of the student's intention to treat the contract with the private training institution as void.
- 17 A private training institution may charge a student registration fee of \$100.00, and such registration fee shall be applied to the total cost of the course of instruction.
- 18(2) where a student has contracted for a correspondence course at a private training institution and subsequently exercises his/her option to void the contract within 14 days of signing the contract, the private training institution shall refund any money paid by, or on behalf of the student including the registration fee under section 17.
- 19(2) Students of private training institutions shall be entitled to a refund of any money paid with the exception of:
- (a) the registration fee under Section 17, and
- (b) 10 percent of the total course fees, where
- (a) the student has contracted for a course of instruction for a correspondence course at a private training institution and gives notice in writing by registered mail to the private training institution more than 14 days after signing the contract, and provided all lessons have been returned in good condition.
- (3) Students of private training institutions shall be entitled to a refund of any money paid with the exception of
- (a) the registration fee under Section 18; and
- (b) the fees for the proportion of the course already supplied and serviced; or in the case of correspondence courses the fee for lessons supplied and evaluated.
- (c) The retail cost of any equipment that has been supplied to the student by the private training institution, unless such equipment has been returned to the private training institution unopened or as issued within 10 days of receipt by the student.
- 20(1) Where a private training institution has supplied and serviced two-thirds or more of a course of instruction and has not received a proper notice of a student's intention to cease attending the course before that date, the private training institution shall not be obligated to refund any money paid for or on account of the fees by or on behalf of a person who has contracted for such course of instruction.

NOVA SCOTIA

1. The proprietor or operator of a trade school may charge students a registration fee for each course in an amount not to exceed 5

percent of the tuition of the tuition or \$100.00, whichever is the lesser amount.

2. The registration fee paid by a student shall be credited to the tuition fee for the course.
3. Where a student gives a trade school notice IN WRITING prior to the commencement date of a course of his intention not to commence the course, the proprietor or operator of the trade school shall refund all fees paid except the registration fee referred to in subsection (1).
4. Where a student gives a trade school notice IN WRITING after the commencement of a course, but within the first 20 school days, of his intention to cease taking the course, the proprietor or operator of the trade school shall refund all fees paid except
- (a) the registration fee referred to in subsection (1); and
- (b) the proportion of the fee for the whole course that the part of the course taken to the date of termination bears to the whole course.
5. Where a student gives a trade school notice IN WRITING after the commencement of a course, but after the first 20 school days have been completed, of his intention to cease taking the course, the proprietor or operator of the trade school shall refund all fees paid except
- (a) the registration fee referred to in subsection (1); and
- (b) the proportion of the fee for the whole course that the part of the course taken to the date of termination bears to the whole course; and
- (c) ten percent of the difference between the fee for the whole course and the amount calculated under clause (b).
6. Where a student completes two-thirds or more of a course in accordance with the terms of a contract, the proprietor or operator of the trade school is not required to refund any fee or part thereof.
7. Where a proprietor or operator of a trade school provides material to a student for a course and the trade school receives a notice under subsections (3), (4) or (5), or the proprietor or operator dismisses a student, the proprietor or operator of the trade school may charge the student for the material and deduct it from the amount of any refund otherwise payable in an amount not exceeding the cost to the trade school of the material except where the student returns all of the material to the trade school unopened or as issued.
8. Where a proprietor or operator of a trade school dismisses a student due to the student's failure to achieve the required standards, contravention of school rules, misconduct or failure to pay the prescribed fee and the proprietor or operator satisfies the Minister that the dismissal is for just cause, the proprietor or operator of the trade school may retain a portion of the fees calculated in the following manner:
- (a) the registration fee referred to in subsection (1); and
- (b) the proportion of the fee for the whole course that the part of the course taken to the date of dismissal bears to the whole course.
9. Where a student gives a trade school notice of his intention not to commence a course or to discontinue a course, due to a medical or bereavement reason, the amount of refund paid by the proprietor or operator of the trade school to the student shall be determined on an individual basis by the proprietor or operator of the trade school in consultation with the Minister or his representative.

ONTARIO *Reg. 939 of the Private Vocational School Act*

1. A private vocational school may charge a registration fee that shall not exceed 100 percent of the total cost of the course of instruction or \$100 whichever is the lesser, and such registration fee shall be applied to the total cost of the course of instruction.
- 21(1) Subject to section 17 and subsection 18(5) of the Act
- (a) Where a person has contracted for a course of instruction at a private vocational school twenty-one days or more prior to the commencement date of the course of instruction and gives notice in writing either delivered personally or by registered mail to the private vocational school at least twenty one days prior to the commencement date of the course of instruction, of his intention not to commence the course of instruction, the private vocational school shall refund any money paid for or on account of the fees by or on behalf of the person, except for the registration fee referred to in section 20.
- (b) Where a person has contracted for a course of instruction at a private vocational school twenty one days or more prior to the commencement date of the course of instruction and gives notice in writing either delivered personally or by registered mail to the private vocational school less than twenty one days prior to the commencement date of the course of instruction, of his intention not to commence the course of instruction, the private vocational school shall refund any money paid for or on account of the fees by or on behalf of the person, except
- (i) the registration fee under section 20, and
- (ii) 10 percent of the fees for the whole course of instruction
- (c) Where a person has contracted for a course of instruction at a private vocational school less than twenty one days prior to the commencement date of the course of instruction and gives notice in writing either delivered personally or by registered mail to the private vocational school at any time prior to the commencement date of the course of instruction, of his intention not to commence the course of instruction, the private vocational school shall refund any money paid for or on account of the fees by or on behalf of the person, except
- (i) the registration fee under section 20, and
- (ii) 10 percent of the fees for the whole course of instruction.
- (d) Subject to subsection (4) where a person has contracted for a course of instruction at a private vocational school and gives notice in writing either delivered personally or by registered mail to the private vocational school after the commencement date of the course of instruction of his intention to cease taking the course of instruction, the private vocational school shall refund any money paid for or on account of the fees by or on behalf of that person except:
- (i) the registration fee under section 20;
- (ii) the proportion of the fees for the course of instruction that the part of the course of instruction supplied and serviced up to the

time of receipt of the notice bears to the course of instruction; and

- (iii) 10 percent of the difference between the fees for the course of instruction and the proportion of the fees that the part of the course of instruction supplied and serviced up to the time of receipt of the notice bears to the course of instruction, and
 - (a) Where a private vocational school has supplied equipment to a person that is in addition to the integral and essential equipment supplied with the written material for a course of instruction and the private vocational school receives from the person a notice under clause (a), (b), (c) or (d), the private vocational school may make a charge not exceeding the retail cost to the private vocational school for the additional equipment or for the use thereof, as the case may be, except where the person returns all the additional equipment to the private vocational school unopened or as issued, within ten days of the receipt of the additional equipment by the person.
- (2) the maximum amount a private vocational school may retain under clause (1)(c) is \$200.00
- (3) where a private vocational school receives a proper notice under clause (1)(a), (b), (c) or (d), the private vocational school shall acknowledge receipt of the notice and provide the student with a statement of any monies retained by the private vocational school .
- (4) Where a private vocational school has supplied and serviced two-thirds or more of a course of instruction and has not received a proper notice under clause (1)(d) before that date, the private vocational school shall not be obligated to refund any money paid for or on account of the fees by or on behalf of a person who has contracted for such course of instruction.

Student's Signature

Date Signed

P.E.I.

- 11 (1) Tuition and other fees charged for courses offered shall not exceed those registered with the Administrator.
- (2) Schools may charge students, who have been accepted into a course, a registration fee not to exceed \$100 and the registration fee shall be credited to the tuition fee.
- (3) If a student fails to attend a course after paying the registration fee referred to in subsection(2), the school may retain the full amount of the registration fee.
- (6) Where a student enrolled in a course withdraws by notice in writing or is expelled from the course for just cause, the school may retain a portion of the fees paid in proportion to the number of classes held up to the date of withdrawal, plus 10% of the total of tuition and other fees.
- (7) Where a student enrolled in a course withdraws from a course after completing

two-thirds of the course, or fails to give notice until after two-thirds of the course has been completed, the operator shall have no obligation to refund any part of the total cost of the course.

- (9) Where a student discontinues a course, without written notice to the school, the operator shall terminate the contract by registered mail to the student
- (a) 30 days from the date the student ceased to receive instruction;
- 12 Where an operator terminates a course prior to its completion, or expels a student without just cause, the operator shall refund fees paid as follows:
- (a) if the course is less than 20% complete, the refund shall equal 100% of tuition and materials and supplies fees paid;
 - (b) if the course is 20% or more completed, the refund shall amount to that portion of the tuition and materials and supplies fees paid which represents the number of lessons or periods of instruction remaining in the course from the date of termination, plus an amount equal to ten per cent of the total fees paid by the student.

QUEBEC

- 46 The consumer may cancel this contract at any time by sending the form attached hereto or another notice in writing for that purpose to the merchant.

This contract is cancelled, without further formality, upon the sending of the form or notice.

If the consumer cancels this contract before the merchant has begun the performance of his principal obligation, the consumer has no charge or penalty to pay.

If the consumer cancels this contract after the merchant has begun the performance of his principal obligation, the consumer must pay only:

- (a) the price of the services rendered him, computed on the basis of the rate stipulated in the contract; and
- (b) the less of the following 2 sums: \$50, or a sum representing not more than 10% of the price of the services that were not rendered him.

Within 10 days following the cancellation of the contract, the merchant must restore to the consumer the money he owes him. It is in the consumer's interest to refer to sections 190 to 196 of the Consumer Protection Act (R.S.Q.c.P-10.1) and, where necessary to communicate with the Office de la protection du consommateur.

SASKATCHEWAN

1. Where a person who has contracted to take a course of instruction gives notice of his intention to cease taking such course pursuant to Section 21(1)(c) of the Sale of Training courses Act:
- (a) If the fee for such course is a fixed amount for the complete course taken divided into lessons, then the licensed vendor shall not retain any monies paid for, or on account of fees from such person except those payable for the weeks of instruction then taken.
 - (b) If the fee for such course is a fixed amount of the completed course divided into weeks of study, then the licensed vendor shall not retain any monies paid for, or on account of, fees for such person except those payable for the months of instruction then taken.

- (c) If the fee for the course is a fixed amount for the completed course divided on the basis of months of instruction, then the licensed vendor shall not retain any monies paid for, or on account of, fees for such person except those payable for the months of instruction then taken.
- (d) In addition to any retention under paragraphs (a), (b) or (c) hereof, the licensed vendor may retain an amount not exceeding \$20.