

Policy Number: S-133

Policy Name: Tuition Refund Policy

Related Policies, Forms, and Procedures:

Date Written or Last Modified: December, 2024

Date Approved By Management Team:

Date Approved By Board of Directors:

PURPOSE

The **Tuition Refund Policy** at College for Arts and Technology ensures that students and the institution adhere to fair, transparent, and consistent procedures for tuition refunds, in compliance with provincial regulations. This policy is designed to protect the rights of students while maintaining the financial integrity of the institution. By clearly outlining the circumstances and processes for refunds, the policy promotes accountability, fosters trust, and supports informed decision-making for all stakeholders.

This policy is guided by the following principles:

1. **Compliance with Regulations:** The policy will strictly adhere to all applicable provincial regulations, ensuring fairness and legal compliance in refund processes.
2. **Transparency and Clarity:** Tuition refund criteria, processes, and timelines will be clearly communicated to students and staff to promote understanding and reduce confusion.
3. **Fairness and Equity:** Refund determinations will be applied consistently and equitably across all students, respecting their individual circumstances while maintaining institutional integrity.
4. **Accountability and Integrity:** The institution commits to timely processing of refunds and maintaining accurate records to ensure accountability and trustworthiness in financial transactions.
5. **Support for Decision-Making:** The policy aims to empower students with the information needed to make informed choices about their education and financial commitments.

SCOPE

The **Tuition Refund Policy** applies to all students enrolled in programs at College for Arts and Technology and covers the following:

1. **Program Types:** All diploma, and certificate programs offered by the institution, regardless of the mode of delivery (on-campus, blended, synchronous or asynchronous distance delivery).
2. **Refund Scenarios:** Circumstances in which students may request a refund, including but not limited to program withdrawal, dismissal, program cancellation, or non-commencement.
3. **Regulatory Compliance:** Refund calculations and processes will align with applicable provincial regulations and guidelines, ensuring consistency and legal adherence.
4. **Student Eligibility:** Domestic and international students enrolled in eligible programs, with additional considerations for unique cases as outlined in provincial regulations or institutional guidelines.
5. **Exceptions and Limitations:** Specific conditions under which refunds may be limited or not granted, including non-refundable fees, withdrawal after designated deadlines, or other exclusions defined by the institution or regulatory requirements.

This policy is intended to provide a clear framework for refund eligibility and processes, ensuring fairness, compliance, and accountability for both students and the institution.

POLICY STATEMENT

1. If the institution receives tuition from the student, or a person on behalf of the student, the institution will refund the student, or the person who paid on behalf of the student, the tuition that was paid in relation to the program in which the student is enrolled if:
 - a) The institution receives a notice of withdrawal from the student, or provides a notice of dismissal, no later than seven days after the effective contract date and before the contract start date;
 - b) The student, or the student's parent or legal guardian, signs the student enrolment contract seven days or less before the contract start date and the institution receives a notice of withdrawal from the student, or provides a notice of dismissal, between the date the student, or the student's parent or legal guardian, signed the student enrolment contract and the contract start date; or
 - c) The institution fails to provide a work experience component within 30 days of the contract end date, unless the registrar determines the institution was prevented from doing so by circumstances beyond its control.
2. The institution will refund the tuition for the program and all related fees paid by the student or a person on behalf of the student enrolled in the program if the student is enrolled in the program without having the admission requirements and did not misrepresent his or her knowledge or skills when applying for admission.
3. If a student does not attend any of the first 30% of the hours of instruction to be provided during the contract term, the institution may retain up to 50% of the tuition paid under the student enrolment contract.
4. For programs provided through in-class, combined, or synchronous distance delivery, if the institution receives a notice of withdrawal from a student or provides a notice of dismissal:
 - a) More than seven days after the effective contract date and
 - i. Before the contract start date, the institution may retain up to 10% of the tuition due under the student enrolment contract, to a maximum of \$1,000.
 - b) After the contract start date
 - i. And up to and including 10% of the hours of instruction to be provided during the contract term have been provided, the institution may retain up to 10% of the tuition paid or payable under the student enrolment contract.
 - ii. And after more than 10% but before 30% of the hours of instruction to be provided during the contract term have been provided, the institution may retain up to 30% of the tuition paid or payable under the student enrolment contract.

- iii. And after more than 30% but before 50% of the hours of instruction to be provided during the contract term have been provided, the institution may retain up to 50% of the tuition paid or payable under the student enrolment contract.
 - iv. And after the program start, and after 50% of the instruction hours have been provided, no refund is due.
5. For programs provided through asynchronous distance delivery, if the institution receives a notice of withdrawal from a student or provides a notice of dismissal:
 - a) More than seven days after the effective contract date and
 - i. Before the contract start date, the institution may retain up to 10% of the tuition due under the student enrolment contract, to a maximum of \$1,000.
 - b) After the contract start date
 - i. And no later than seven days after the program start date, the institution may retain up to 10% of tuition, to a maximum of \$1,000 paid or payable under the student enrolment contract.
 - ii. And no more than 10% of the program completed, the institution may retain up to 10% of the tuition paid or payable under the student enrolment contract.
 - iii. And after more than 10% but before 30% of the program completed, the institution may retain up to 30% of the tuition paid or payable under the student enrolment contract.
 - iv. And after more than 30% but less than 50% of the program completed, the institution may retain up to 50% of the tuition paid or payable under the student enrolment contract.
 - v. And more than 50% of the program completed, no refund is due.
6. The institution will refund fees charged for course materials paid for but not received if the student provides a notice of withdrawal to the institution or the institution provides a notice of dismissal to the student.
7. Refunds required under this policy will be paid to the student, or a person who paid the tuition or fees on behalf of the student, within 30 days:
 1. Of the date the institution receives a student's notice of withdrawal,
 2. Of the date the institution provides a notice of dismissal to the student,
 3. Of the date the registrar provides notice to the institution that the institution is not complying with section 1(c) or 2 of this policy, or
 4. After the first 30% of the hours of instruction if section 3 of this policy applies.
8. If an international student delivers a copy of refusal of a study permit to the institution, meeting the conditions below, the international student must be refunded 100% of tuition and all related fees, other than the application fee:

- a) It is provided before 30% of instruction hours would have been provided, had the student start the program on the later date of the following:
 - i. The program start date in the most recent Letter of Acceptance
 - ii. The program start date in the enrolment contract.
- b) The international student requests an additional Letter of Acceptance for the same program that was the subject of the refusal of a study permit.

If an international student delivers a copy of refusal of a study permit to the institution outside of the conditions in 8(a) and 8(b), sections 4(b)(iii), 4(b)(iv), 6, and 7 of this policy apply as if the refusal were a notice of withdrawal.