

Tuition and Refund

December 20, 2019

Name of Policy

Implementation Date

Senior Education Administrator

December 20, 2019

Positions(s) Responsible

Date of Last Revision

ACE Community College (ACC) tuition and fee refund policy is subject to the minimum requirements set out herein. In the event that the terms of an institution's policy conflict with or are silent on a matter addressed in these Bylaws, the Bylaws will prevail.

1. A student may be entitled to a refund of tuition fees in the event that:

1.1. The student provides written notice to the institution that he or she is withdrawing from the program; or

1.2. The institution provides written notice to the student advising that the student has been dismissed from the program.

2. The written notice of withdrawal or dismissal may be delivered in any manner provided that a receipt or other verification is available that indicates the date on which the notice is delivered.

3. The notice of withdrawal or dismissal is deemed to be effective from the date it is delivered.

4. The refund to which a student is entitled is calculated on the total tuition fees due under the contract. Where total tuition fees have not yet been collected, the institution is not responsible for refunding more than has been collected to date and a student may be required to make up for monies due under the contract.

5. If the institution has received fees in excess of the amount it is entitled to under the student contract, the excess amount must be refunded.

6. Refund policy for students:

6.1 Refunds before the program of study begins:

6.1.1. If written notice of withdrawal is received by the institution within 7 days after the contract is made, and before the commencement of the period of instruction specified in the contract, the institution may retain 5% of the total tuition and fees due under the contract to a maximum of \$250.

6.1.2. If written notice of withdrawal is received by the institution 30 days or more before the commencement of the period of instruction specified in the contract and more than 7 days after the contract was made, the institution may retain 10% of total tuition only due under the contract to a maximum of \$1000.

6.1.3. Subject to Section 7.1., if written notice of withdrawal is received by the institution less than 30 days before the commencement of the period of instruction specified in the contract, and more than 7 days after the contract was made, the institution may retain 30% of the total tuition only, due under the contract to a maximum of \$1500.

7. Refunds after the program of study starts:

7.1. If written notice of withdrawal is received by the institution or a student is dismissed up to and including 10% of the period of instruction specified in the contract has elapsed, the institution may retain 40% of the tuition due under the contract upto a maximim of \$2000.

7.2. If written notice of withdrawal is received by the institution, or a student is dismissed where more than 10% and up to and including 30% of the period of instruction specified in the contract has elapsed, the institution may retain 65% of the tuition due under the contract upto a maximum of \$3000.

7.3. If a student withdraws or is dismissed where more than 30% of the period of instruction specified in the contract has elapsed, no refund will be made.

7.4. If a student doe not want or accept a refund , they may choose to apply the remanining portion of tution and other fees paid to ACC to any other courses/ programs offered by ACE Community College within 1 year of the date the contract is signed

8. Where a student did not meet the institutional and/or program specific minimum requirements for admission through no misrepresentation or fault of their own, the institution must refund all tuition and fees paid under the contract, less the applicable non-refundable student application or registration fee.

9. Where a student withdraws or is dismissed from their program, they are entitled to 100% refund of any as-yet to be received consumables that have been pre-paid.

10. Where a student withdraws or is dismissed from their program after receiving technical equipment from the institution free of charge:

10.1. The student must return the equipment unopened or as issued within 14 calendar days; and

10.2. If the student fails to return the equipment as set out above, the institution may deduct the reasonable cost of the equipment from any amount to be refunded to the student.

11. Refunds owed to students must be paid within 30 days of the institution receiving written notification of withdrawal and all required supporting documentation, or within 30 days of an institution's written notice of dismissal.

12. 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 as set out in Section 6.1.

International Students:

1. An international student is a person who is not a Canadian citizen, permanent resident or who has been determined under the Immigration and Refugee Protection Act to be a Convention Refugee.
2. If an international student's Study Permit application has not been completed by the start date identified in the institution's Letter of Acceptance and the student so notifies the institution, at the request of the student, the institution may issue a second Letter of Acceptance for a later start date. In such a circumstance, the institution may charge the student an additional \$200 administrative fee and retain the balance of the prepaid tuition fees pending the outcome of the Study Permit application. Should a student fail to so advise the institution, the institution's refund policy for students will apply.
3. An institution may retain the lesser of 10% of the total fees due under the contract or \$400 for international students who are denied Study Permit authorization from Citizenship and Immigration Canada. Students denied a Study Permit must provide the institution with a copy of the denial letter prior to the program start date as set out in the institution's most recently issued Letter of Acceptance. Should a student fail to advise the institution,

or choose to withdraw for other reasons, the refund policy set out in Section 7 above will apply. Refunds owed to students must be paid within 30 days of the institutions receiving a copy of the Study Permit denial letter



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