



## Fee Refund Policy

### Full Fee Refunds

- (1) A private career college shall refund all of the fees paid by a student under a contract for the provision of a vocational program in the following circumstances:
1. The contract is rescinded in writing by a person within two days of receiving a copy of this contract.
  2. GENESIS discontinues the vocational program covered by this contract before the student completes the program, subject to subsection (2).
  3. GENESIS expels the student in a manner or for reasons that are contrary to the GENESIS's expulsion policy.
  4. GENESIS employs an instructor who is not qualified to teach all or part of the program.
  5. The contract is rendered void under subsection 18 (2) or under section 22 of the Act.
  6. If GENESIS fails to, or does not accurately, provide in the itemized list provided to the Superintendent a fee item
  7. corresponding to a fee paid by a student for the provision of a vocational program, GENESIS shall pay the student,
    - i. in the case of an item not provided by GENESIS, the full amount of the fee for the item, and
    - ii. in the case of a fee in excess of the amount of the fee provided for the item, the difference between the amount of the fee for the item provided to the Superintendent and the fee collected.
- (2) A full refund is not payable in the circumstances described in paragraph 2 of subsection (1) if the discontinuance of the vocational program coincides with GENESIS ceasing to operate.
- (3) A refund is not payable under paragraphs 1 to 6 of subsection (1) unless the student gives GENESIS a written demand for the refund.
- (4) A refund under subsection (1) is payable by GENESIS within 30 days of the day the student delivers to GENESIS,
  - i. in the case of a rescission by a student per subsection (1) and, accompanying notice of the rescission; or
  - ii. in the case of a refund under paragraphs 2 to 6 of subsection (1), a written demand for the refund.

### Partial Fee Refund (where student does not commence program)

- (6) If a student is admitted to a vocational program, pays fees to GENESIS in respect of the program and subsequently does not commence the program, GENESIS shall refund part of the fees paid by the student in the following circumstances:
1. The student gives GENESIS notice that he or she is withdrawing from the program before the day the vocational program commences.
  2. In the case of a student who is admitted to a vocational program on the condition that the student meets specified admission requirements before the day the program commences, the student fails to meet the requirements before that day.
  3. The student does not attend the program during the first 14 days that follow the day the program commenced and GENESIS gives written notice to the student that it is canceling the contract no later than 45 days after the day the program has commenced.
- (7) The amount of a refund under subsection (6) shall be an amount that is equal to the full amount paid by the student for the vocational program, less an amount equal to the lesser of 20 per cent of the full amount of the fees paid or \$500.



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- (8) A refund under subsection (6) is payable,
- a) in the case of a refund under paragraph 1 of subsection (6), within 30 days of the day the student gives notice of withdrawing from the program;
  - b) in the case of a refund under paragraphs 2 of subsection (6), within 30 days of the day the vocational program commences; and
  - c) in the case of a refund under paragraph 3 of subsection (6), within 45 days of the day the vocational program commences.

(9) For the purpose of paragraph 3 of subsection (6), it is a condition of a contract for the provision of a vocational program that GENESIS may cancel the contract within 45 days of the day the vocational program commences if the person who entered the contract with the college fails to attend the program during the 14 days that follow the day the vocational program commences.

(10) In the event GENESIS wishes to cancel this contract in accordance with subsection (9), GENESIS shall give written notice of the cancellation to the student within 45 days of the day the vocational program commences.

### **Partial Refunds: Non-continuous Programs**

(11) This section applies to a vocational program approved to be provided through a fixed number of hours of instruction over an indeterminate period of time (12-16 month period).

(12) GENESIS shall give a student who commences a vocational program referred to in subsection (11) a refund of part of the fees invoiced and paid in respect of the program if, before completing the required number of hours of instruction,

- a) the student has given GENESIS notice that he or she is withdrawing from the program; or
- b) the student is asked to withdraw from the program in circumstances where the withdrawal is permitted under GENESIS's Failure to Meet Standards policy.
- c) the student is expelled from the program in circumstances where the expulsion is permitted under GENESIS's expulsion policy.

(13) The amount of the refund that GENESIS gives a student under subsection (12) shall be equal to the full amount of the fees invoiced for flight training, ground school and compulsory charges to-date in respect of the program less,

- a) an amount that is equal to the lesser of 20 per cent of the full amount of the fees invoiced in respect of the program or \$500; and
- b) a portion of the fees invoiced to-date in respect of the program that is proportional to the actual number of hours of instruction that have been delivered at the time of the withdrawal or expulsion compared to the number of hours of instruction to be delivered during the period covered by the fees invoiced; and
- c) any amount invoiced with respect to the program that remains unpaid at the time of withdrawal or expulsion.

(14) GENESIS is not required to give a student any refund if the student, at the time of withdrawal or expulsion, has completed more than half of the required number of hours of instruction in a program covered by the fees invoiced and paid to-date.



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### **Non-retention of Refund**

(15) GENESIS shall not retain, by way of deduction or set-off, any refund of fees payable to a student under the terms of this Refund of Fees section in order to recover an amount owed by the student in respect of any service or program, other than a vocational program offered by GENESIS.

### **Treatment of books and equipment**

(16) In calculation a refund under the terms of this Refund of Fees section, GENESIS may retain the retail cost of books or equipment that GENESIS supplied to the student if the student,

- a) fails to return the books or equipment to GENESIS within 10 days of the student's withdrawal or expulsion from the program, or
- b) returns the books or equipment to GENESIS within the 10-day period referred to clause (a), but fails to return it unopened or in the same state it was in when supplied.

### **Refund for International Students**

(17) A notice to GENESIS that is provided by or on behalf of an international student or of a prospective international student and that states that the student has not been issued a temporary resident visa as a member of the student class under the Immigration and Refugee Protection Act (Canada) is deemed to be,

- a) notice of a rescission of this contract for the purposes of section 36 of the Act if the notice is given within two days of receiving a copy of the contract; and
- b) notice that the student is withdrawing from the program for the purposes of paragraph 1 of subsection 26 (1) of clause 29 (2) (a) of the Act (Partial Refunds: Non-Continuous Programs) if the notice is received on or before half of the duration of the program has elapsed.

### **Currency**

(18) Any refund of fees that GENESIS is required to pay under the Act shall be paid in Canadian dollars.