R3.24 – Tuition and Refunds

Approval Body:	Academic Council
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Supporting Documents:	StudentAidBC Policy Manual 2020-2022 PTIRU Training Act Policy Manual
Related Policy:	R3.13 Re-Entry

Purpose

The Tuition and Refunds policy describes the steps involved in the refund process, the conditions under which refunds are provided, and the process by which tuition and fees are determined.

Description

Tuition and refund provisions may vary depending on program requirements, student status, and applicable regulatory or contractual obligations. The applicable tuition and refund conditions are outlined within this policy. Certain student groups, including international students, may be subject to distinct tuition and refund provisions, which are detailed in the relevant sections of this policy. Students are responsible for reviewing this policy in its entirety and ensuring they understand the tuition and refund provisions that apply to their program and enrolment circumstances.

Principles

- Before accepting tuition or related fees, the College will provide students with a copy of the Tuition and Refunds policy. Applicants will be informed of the refund policy by the Registrar or designate or by the Program Advisor prior to enrolment. The College reviews all tuition and program fees each year during the annual budgeting process with a view to affordability, value and fairness to students.
- Information regarding tuition, fees and refunds is published in the academic calendar, posted on the College website, and is included in the enrolment agreement.
- Application fees are non-refundable except where otherwise required under applicable regulatory requirements. Refunds of administration, assessment, and other related fees will be determined in accordance with applicable regulatory refund provisions. When a student is dismissed from their program for a financial, Code of Student Conduct, academic policy violation, or any other reason, any applicable tuition refund will be calculated in accordance with regulatory requirements and the applicable program delivery method. Refunds under this policy will be paid to the agency, student, or person who paid the tuition or fees.
- If a student is eligible for a tuition refund and tuition was paid from the StudentAidBC funding (or a similar agency in another Canadian province), Stenberg College will direct the full tuition refund amount to the National Student Loan Centre, so that the refund can be applied to the student's outstanding debt.
- Materials, program kits and textbooks issued by Stenberg College may be declined and

returned by students within thirty (30) days of issue. These may be refunded on a prorated basis depending on their state when returned. This provision does not limit or replace refunds for course materials required under applicable regulatory requirements.

- A student may not register for any program or any term in a degree program unless all tuition and fees due have been paid in full or unless arrangements for an approved alternative payment plan have been made.
- The college reserves the right to dismiss a student if the student has an outstanding tuition or fee balance.
- Refunds required under regulatory requirements will be within thirty (30) days.

<u>Diploma and Certificate Programs Tuition and Refund Policy</u>

For all approved programs at Stenberg College, in accordance with Private Training Institutions Regulatory Unit (PTIRU), the Tuition Refund Policy, in cases of withdrawal or dismissal, is as follows:

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 and all related fees, other than the application fee, that was paid in relation to the program in which the student is enrolled if:
    a. The institution receives a notice of withdrawal and provides a notice of dismissal no later than seven (7) days after the enrolment contract was signed and before the program start date.
2. The institution fails to provide the required work experience component within thirty (30) days after the end date specified in the enrolment contract, unless it is determined that circumstances beyond the institution's control prevented the work experience from being provided.
3. The institution will refund the tuition for the program and all related fees, including the application fee, paid by the student or a person on behalf of the student enrolled in the program if the student was enrolled in the program without having met the admission requirements and did not misrepresent their knowledge or skills when applying for admission.
4. If the institution receives a notice of withdrawal or dismisses the student more than seven (7) days after the enrolment contract was signed and before the program start date, the institution may retain up to 10% of tuition, to a maximum of $1,000 paid or payable under the enrolment contract.
5. If a student does not attend any of the first 30% of the hours of instruction, the institution may retain up to 50% of the tuition paid under the student enrollment contract unless the program is provided solely through asynchronous distance education.
6. Unless the program is provided solely through asynchronous distance education, if the institution receives a notice of withdrawal from a student or the institution provides a notice of dismissal to the student:
    a. after the program start date:
        i. And no later than seven (7) days after the program start date, then the institution may retain up to 10% of tuition to a maximum of $1,000 paid or payable under a contract.

ii. And up to and including 10% of the hours of instruction have been provided; the institution may retain up to 10% of the tuition paid or payable under the contract.
iii. After more than 10% but before 30% of the hours of instruction have been provided, the institution may retain up to 30% of the tuition paid or payable under the contract.
iv. After more than 30% but before 50% of the hours of instruction have been provided the institution may retain up to 50% of tuition paid or payable under the contract.
v. After more than 50% of the hours of instruction have been provided no refund is due.

7. If the institution provides the program solely through asynchronous distance education and the institution receives a student's notice of withdrawal or the institution delivers a notice of dismissal to the student and:
    a. Before the program start date and no later than seven (7) days after the student signed the enrolment contract, 100% of tuition and all related fees other than application fees will be refunded.
    b. After the program start date:
        i. And no later than seven (7) 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 contract.
        ii. And the student has completed[1] no more than 10% of the program then the institution may retain up to 10% of tuition paid or payable under the contract.
        iii. And the student has completed more than 10% but less than 30% of the program then the institution may retain up to 30% of the tuition paid or payable under the contract.
        iv. And the student has completed more than 30% but less than 50% of the program then the institution may retain up to 50% of the tuition paid or payable under the contract.
        v. And the student has completed 50% or more of the program, then no refund is due.
8. The institution will refund fees charged for textbooks or other 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.
9. 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 thirty (30) days of the applicable event:
    a. Of the date the institution receives a student's notice of withdrawal.
    b. Of the date the institution provides a notice of dismissal to the student.
    c. Of the date that the Registrar or designate provides notice to the institution that the institution is not complying with section 1(c) or 2 of this policy.

[1] Completed is defined as the student having received an evaluation of their performance for the specified percentage of the hours of instruction. If a student completed a portion of a program for which they did not receive an evaluation, then that portion of the program should not be included in the calculation of the percentage of the program completed.

    d. Receiving a copy of refusal of a study permit.
    e. The date on which the first 30% of the program would have been completed, if the student did not attend the first 30% of the program.
10. If a refund is due, the student's record must include evidence that the refund was issued, either in the form of a cancelled cheque or copy of the wire transfer. Student records must also include a refund calculation.
11. If an international student delivers a copy of a refusal of a study permit to the institution, sections before 30% of the hours of instruction would have been provided, had the student started the program, and if the student has not requested additional Letter(s) of Acceptance then 100% of tuition and all related fees, other than application fees will be refunded, on the later of the following:
    a. The program start date in the most recent Letter of Acceptance.
    b. The program start date noted in the enrolment contract.

Requests for Refunds

All refunds are due within thirty (30) days of formal notification and receipt of all required documents. Refunds before starts must only be made to the same person who made the payments, as per the student contract and PTIRU regulation. If a payment was made by credit card and the student is withdrawing or being dismissed, any refund owing may be processed back to the credit card or by cheque, depending on the request of the student. All cash payments received by the college will be refunded by cheque to the person who paid the money originally.

Fees paid in advance by international students, who have subsequently been refused a visa, are only refundable when accompanied by the official student visa denial letter, as well as the cancellation form completed by the student. Refunds must only be made to the person making the original payment unless a notarized letter is provided proving the original account is closed.

The College must be reasonably satisfied as to the identity of the customer (and others). To discharge the 'reasonably satisfied' requirement, the College must, for example, know the name, permanent address and/or date of birth, as part of the customer due diligence processes before commencing a business relationship.

In the event of an attempted payment by credit or debit card being rejected, the reason should be checked prior to accepting an alternative card. If in any doubt about the identity of the person attempting to make a payment, the transaction should not be accepted.