

Refund Policy

Policy ID: TBD

Approved by: Compliance

Executive(s) Responsible: Exec. Director Administration, Enrolments & TLGC Operations, Registrar

Administrator(s) Responsible: Finance

Revision Date: December 2023

Effective Date: Jan. 1st, 2024

Next Review Date: Jan. 1st, 2025

Background & Scope

In accordance with the Ontario Career Colleges (OCC) Act, 2005, Toronto School of Management (TSoM) is committed to protect its students' interests by creating a policy outlining the refund of fees paid to the college. Therefore, it is derived from the OCC Act, 2005.

Purpose of the Policy

The purpose of this policy is to outline the guidelines and the process(es) put in place by TSoM for student refunds. This policy applies to all current and prospective vocational TSoM students.

Policy Statement

To receive a full refund of any portion of fees paid, we ask that you complete the online Withdrawal Form through MyTSoM Student Portal. Once a request has been made to withdrawal from the program in which you enrolled, you may be eligible for a refund by submitting a Refund Form on the same Student Portal and providing all required information and supporting documents. Both forms are available in the Academic Section on the Student Portal. If you have difficulties accessing the portal, please contact our Registrar's Office at registrar@torontosom.ca.

In the case of programs that include a co-op component, this Refunds Policy is applicable separately to the academic portion and the co-op segment of the program. This means that any refund considerations, criteria, or procedures outlined in this policy will be applied independently to the academic and co-op aspects of the program. Fees for each segment of the program are listed in the Student Enrolment Contract. It is important for students to understand and adhere to the specific refund guidelines outlined for each phase of the program, ensuring clarity with the respective policies governing academic and Co-op-related financial matters.

Students are granted a period of 30 days following the date of the refund decision within which they may choose to initiate an appeal process if they wish to contest the decision.

Please ensure that you understand our refunds process, terms and conditions, exclusions and read our Scholarship and Bursary Policy as well as our Refund Policy.

Bank charges may apply for refunds processed by bank transfer or by international payment platforms, such as PayMyTuition.

If students wish to appeal a refund decision, they have 30 days from the day that the decision is made.

1. Full Refunds

TSoM shall refund all of the fees paid by a student under a contract for the provision of a vocational program in the following circumstances:

- i) The student rescinds (cancels) the contract in writing within two days of receiving a copy;
- ii) Before the student completes the program, the college discontinues the program or the college's approval to provide the program is revoked by the Superintendent, but the college remains registered under the Act;
- iii) TSoM collects any fees before receiving a certificate of registration from the Superintendent;
- iv) TSoM collects any fees before the program was approved by the Superintendent;
- v) TSoM collects any fees other than a service fee before the student has entered into a contract with the college.
- vi) TSoM expels the student in a manner or for reasons that are contrary to the college's expulsion policy;
- vii) TSoM does not provide an evaluation, in writing, of the student's progress as required (under section 12 of the Act);
- viii) The student voids the contract under subsection 18 (2) due to a statement, image, or video made by TSoM that is prohibited under subsection 18 (1).

- ix) The student voids the contract under Section 22 (of the Act) because it is missing one of the terms outlined in Section 20.
- x) The student receives instruction from an instructor who is not qualified under section 41 for more than 10% of the program's duration.

2. Full Refund Minus Service Fee

TSoM shall give a refund of all fees paid for a vocational program, except the service fee, in the following circumstances:

- i) The student gives written notice to TSoM before the program start date specified in the student's contract with TSoM that the student is withdrawing from the program;
- ii) The student is admitted to the program on the condition that the student meets specified admission requirements before the program start date specified in the student's contract with TSoM and the student does not meet the requirements before that day;
- iii) The student does not attend the program within the first 14 days of the program after the program start date specified in the student's contract with TSoM and is given written notice that the contract is cancelled from TSoM within the first 45 days of the program; or
- iv) TSoM is notified by or on behalf of an international student before the program mid-point that the international student has not been issued a temporary resident visa as a member of the student class under the *Immigration and Refugee Protection Act*.

3. Partial Refunds

3.1) TSoM shall give a student a refund of the fees paid for a vocational program in accordance with the section if,

- a) The student withdraws from the program after the program start date specified in the students contract with TSoM; or

- b) The student is expelled from the program for a reason permitted under TSoM's [Suspension and Expulsion Policy](#).
- 3.2) If a student's program is scheduled to be up to 12 months in duration, TSoM shall give a refund for the program as follows:
- i) If the withdrawal or expulsion occurs before the program mid-point, TSoM shall give a refund equal to the amount of all fees paid, less the service fee and any earned fees, and
 - ii) If the withdrawal or expulsion occurs after the program mid-point, no refund is required for the program.
- 3.3) If a student's program is scheduled to be more than 12 months in duration, TSoM shall give a refund for the initial 12-month period of the program and any subsequent period as follows:
- i) If the withdrawal or expulsion occurs before half of the scheduled hours of instruction have taken place for the period, TSoM shall give a refund equal to the amount of all fees paid for the period, less the service fee and any earned fees.
 - ii) If the withdrawal or expulsion occurs after half of the scheduled hours of instruction have taken place for the period, no fund is required for that period.
 - iii) If a period has not yet started at the time of the withdrawal or expulsion, TSoM shall give a refund of all fees paid for that period.

4. Refund of Compulsory Fees

- 4.1) TSoM shall only charge or collect compulsory fees in relation to a vocational program after the fees have been published by the Superintendent under subsection 43 (2).
- 4.2) If TSoM collects a compulsory fee that has not yet been published by the Superintendent under subsection 43 (2), TSoM shall give a refund of the fee to the student on written request from the student.

5. No Retention of Refund

TSoM shall not retain, shall not retain any refund of fees payable to a student under sections 25-28 of the Act (sections 1-4 in this policy) in order to recover or set-off an amount a student owes TSoM for any service or program other than a vocational program offered by TSoM.

6. Timing of Refunds

A refund payable by TSoM must be issued to students within 30 days after the day a student,

- a) delivers written notice to withdraw from the program to TSoM;
- b) is given a written notice of expulsion by TSoM; or
- c) delivers a written request for a refund to TSoM under subsection 28 (2), which is 4.2 in this policy.

7. Treatment of Books and Equipment

6.1) In calculating a refund under sections 25-29 (sections 1-5 in this policy), TSoM may retain the retail cost of books or equipment that TSoM supplied to the student if the student,

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

6.2) Digital versions of books, materials, or references are issued on a one-time use and activation method basis; therefore, they cannot be returned or refunded once issued to the student.

8. Notice of Withdrawal for International Students

A notice to TSoM 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

student visa under the Immigration and Refugee Protection Act is deemed to be written notice to TSoM that a student is rescinding (cancelling) the contract under section 36 of the OCC Act or withdrawing from the program.

Definitions

*** All definitions are from Sections 1 and 24 of the OCC Act, 2005.**

Earned fees – the amount of all fees paid for a vocational program that is proportional to the number of instruction hours that have taken place when a withdrawal or expulsion occurs.

International student – a student at TSoM who applied for or received a temporary resident visa as a member of the student class under the *Immigration and Refugee Protection Act*.

Program mid-point – the point in the progress of a vocational program where half of the scheduled hours of instruction for the program have taken place.

Service fee – the lesser of 20% of all vocational program fees and \$500.

Related Legislation

- 1) Immigration and Refugee Protection Act, 2002.
- 2) Ontario Career Colleges (OCC) Act, 2005 – formerly the Private Career Colleges (PCC) Act.

Related Policies

Policy Name	Policy Number
Attendance and Absenteeism Policy	TBD
Complaints Policy	TBD
Student Code of Conduct	TBD
Student Rights and Responsibilities	TBD
Suspension and Expulsion Policy	TBD
Withdrawal Policy	TBD

Document History

Date	Approval/Review/Key Change(s)
December 2023	Reformatted for AODA-friendliness into the GUS policy format; revised in alignment with updated legislation – the OCC Act, 2005 effective January 1 st , 2024.