

## Refund Policy and Procedure

It is a fundamental condition of the Board of Education of School District No.39 (Vancouver) (the “School District” or “we”, “us” or “our”) agreement to offer international students or students who are not eligible for government funded education in British Columbia (Student) an opportunity to attend and participate in an Educational Program. The School District shall not be liable for losses or expenses the Student may incur as a result of the School District being unable to provide an Educational Program, or any delay or interruption in the Educational Program, that arises out of or is caused, directly or indirectly, by labour disputes or other causes beyond our control.

The refund policy and refund request procedure are in effect from the moment the Student has paid tuition fee to our International Program until the Student officially withdraws from our program. If there is any conflict between these procedures and the terms of your Agreement with the School District, the terms of the Agreement will govern.

All refund requests must be submitted in writing with all relevant and supporting documents listed on the Refund Direction Form by the last day of the intended Educational Program. Additional documentation may be requested in order to assess a refund request. The refund policy and request procedures may change from time to time, and amendments will be effective when posted. The following refund policy will apply to all the Students:

1. Refunds are not available for the application fee that is paid to the School District for receiving and processing the Student’s application and enrollment, and other administration fees charged by the School District.
2. If the School District has collected any amounts from Students that have been paid or are payable to third parties (including but not limited to, medical insurance, fees, taxes), then any available refunds will depend on the policies of the third party and whether payment of the monies is forgiven or refundable by the third party.
3. Students are required to enrol in the School District’s medical insurance group plan for the entire duration of their studies in the School District. The Students are responsible for additional insurance coverage should they stay in British Columbia beyond the duration of their studies in the Educational Program in the School District. The School District is not responsible for any loss or damage suffered by the Students as a result of failure to maintain adequate insurance.
4. The School District will receive and consider requests for refund of fees, other than non-refundable application fee and an administrative fee of 10% of the tuition fee, where the Student’s initial study permit and/or entry visa is not approved by Immigration, Refugees and Citizenship Canada (IRCC), provided that the refusal is not due to the Student’s delay or failure to apply sufficiently in advance

- of the commencement of the program and subject to the Student providing satisfactory supporting documentation. The Student must submit a copy of the original IRCC letter of denial, a copy of the initial study permit and/or entry visa application, within 60 days of the issue date of IRCC's letter of denial.
5. If the School District determines that a refund is appropriate, our International Program reserves the right to reduce the amount of tuition fee refunded to offset the School District's own costs including the loss of any staff time or resources arising from the Student's withdrawal. Generally, reduction in amount of Tuition refunded will be as follows:
    - a. One half (1/2) of tuition fee if a study permit extension and/or re-entry visa is not approved by IRCC.
    - b. One-half (1/2) of tuition fee if the Student in his/her first year of study in the School District withdraws from the Education Program, for any reason, prior to the commencement of the Educational Program.
    - c. One-half (1/2) of tuition fee if for any reason the returning student withdraws from his/her subsequent Educational Program prior to May 31<sup>st</sup>. No refunds will be provided after May 31<sup>st</sup>.
    - d. No refund of tuition fee regardless of the reason, if the Student withdraws after the commencement of the Education Program.
  6. No refund of the tuition fee if the Student is suspended or expelled from the Educational Program or required to withdraw due to his/her own inappropriate behavior, such as where the student fails to comply with the terms and conditions of our International Program, the School District's code of conduct, or any applicable laws or the rules, policies or procedures of the School District.
  7. No refund of the Tuition Fee if the Student is removed from the Educational Program because information provided in his/her application for enrollment is determined by the School District to be false or misleading, including undisclosed illness, medical or mental health conditions or undisclosed educational needs.
  8. If the Student and the parent/legal guardian with whom they reside become "ordinarily resident" in British Columbia (within the meaning of British Columbia School Act) or changes status from funding ineligible to funding eligible in the School District after the payment of the tuition fee, but prior to the commencement of the Education Program, such that they are funding eligible in the School District, the Student shall be entitled to a refund of the tuition fee as stated in the refund policy above provided that our International Program receives a confirmation from the Newcomer Welcome Centre of the School District about the change of residency status or funding eligibility status.