



ENROLMENT CONTRACT

This Enrolment Contract is subject to the *Private Career Colleges Act, 2005* and the regulations made under the Act.

The undersigned person hereby enrolls as a student of Newbarry College of Business, Service and Technology as of for the following:

Date _____

Name of Student _____

Name of Course / Program _____

Commencing on _____ Expected Completion Date _____

Credential to be Awarded Upon Successful Completion of the Program _____ Diploma _____

Mailing Address _____

City _____ Province _____ Postal Code _____

Phone _____ Alternative Phone _____

Permanent Address _____

City _____ Province _____ Postal Code _____

Country _____

Phone _____ Email Address _____

International Student Yes No

Language of Institution English

Additional Training Location (if any): _____

Location of Practicum (if any): _____

Class Schedule: _____

Newbarry College

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Admission Requirements

- Have an Ontario Secondary School Diploma or equivalent; or
- Pass Wonderlic Basic Skills Test with minimum of 365

Fee

Tuition fees	CAN\$ _____
Book fees	CAN\$ _____
Professional / Exam Fees	CAN\$ _____
Total fees	CAN\$ _____

Acknowledgement and Certification

I, _____, acknowledge that I have received a copy of:

- The Statement of Students' Rights and Responsibilities Issued by the Superintendent of Private Career Colleges
- The College's Fee Refund Policy
- The Consent to Use of Personal Information
- The Payment Schedule
- The College's Student Complaint Procedure
- The College's Policy Relating to the Expulsion of Students
- The College's Sexual Violence Policy

I certify that I have read and understood this Enrolment Contract.

(Signature of Student)

(Date)



Newbarry College of Business, Service and Technology does not guarantee employment for any student who successfully completes a vocational program offered by Newbarry College of Business, Service and Technology.

It is understood that fees are payable in accordance with the fees specified in this Enrolment Contract and all payments of fees shall become due forthwith upon a statement of accounting being rendered. Newbarry College of Business, Service and Technology reserves the right to cancel this Enrolment Contract if the undersigned student does not attend classes during the first 14 days of the program begins. **For information regarding cancellation of this Enrolment Contract and refunds of fees paid.**

See sections 25 to 33 of O. Reg. 415/06 made under the *Private Career Colleges Act, 2005*.

The undersigned student is entitled to a copy of the signed contract immediately after it is signed.

The undersigned student hereby undertakes and agrees to pay the fees specified in this Enrolment Contract in accordance with the terms of this Enrolment Contract.

(Signature of Student)

(Date)

Newbarry College of Business, Service and Technology agrees to supply program to the above named student upon the terms herein mentioned. Newbarry College of Business, Service and Technology may cancel this Enrolment Contract if the above named student does not meet the admission requirements of Tourism and Hospitality Management before the program begins.

The above named student is entitled to a copy of the signed contract immediately after it is signed.

(Signature of Admission Officer, Registrar, Agent)

(Date)



Consent to Use of Personal Information

Private career colleges (PCCs) must be registered under the *Private Career Colleges Act, 2005*, which is administered by the Superintendent of Private Career Colleges. The Act protects students by requiring PCCs to follow specific rules on, for example, fee refunds, training completions if the PCC closes, qualifications of instructors, access to transcripts and advertising. It also requires PCCs to publish and meet certain performance objectives that may be required by the Superintendent for their vocational programs. This information may be used by other students when they are deciding where to obtain their training. The consent set out below will help the Superintendent to ensure that current and future students receive the protection provided by the Act.

I, _____, allow Newbarry College of Business, Service and Technology to give my name, address, telephone number, e-mail address and other contact information to the Superintendent of Private Career Colleges for the purposes checked below:

- To advise me of my rights under the *Private Career Colleges Act, 2005* including my rights to a refund of fees, access to transcripts and a formal student complaint procedure; and
- To determine whether Newbarry College of Business, Service and Technology has met the performance objectives required by the Superintendent for its vocational programs.

I understand that I can refuse to sign this consent form and that I can withdraw my consent at any time for future uses of my personal information by writing to Administration Office of Newbarry College of Business, Service and Technology. I understand that if I refuse or withdraw my consent the Superintendent may not be able to contact me to inform me of my rights under the Act or collect information to help potential students make informed decisions about their educational choices.

(Name of Student)

(Signature of Student)

(Date)

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Payment Schedule

For programs approved for student loan purposes, the Payment Schedule may be completed at the time of the receipt of the Canada-Ontario Integrated Student Loans Certificate of Loan/Grant Approval and Eligibility. It must be attached to the original contract.

1. Payments prior to signing contract CAN\$300.00

2. Payments after signing contract

Date	Amount due
1.	\$
2.	\$
3.	\$
4.	\$
5.	\$

Total payments (1+2)
CAN\$ _____

The undersigned student hereby undertakes and agrees to pay, or see to payment of, the fees indicated above in accordance with the terms of this Enrolment Contract,

(Name of Student)

(Signature of Student)

(Date)



Fee Refund Policy as Prescribed under s. 25 to 33 of O.Reg. 415/06

Full refunds

25. (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 by a person within two days of receiving a copy of the contract in accordance with section 36 of the Act.
2. The private career college discontinues the vocational program before the student completes the program, subject to subsection (2).
3. The private career college charges or collects the fees,
 - i. before the registration was issued for the college under the Act or before the vocational program was approved by the Superintendent, or
 - ii. before entering into a contract for the provision of the vocational program with the student, unless the fee is collected under subsection 44 (3).
4. The private career college expels the student from the college in a manner or for reasons that are contrary to the college's expulsion policy.
5. The private career college employs an instructor who is not qualified to teach all or part of the program under section 41.
6. The contract is rendered void under subsection 18 (2) or under section 22.
7. If a private career college fails to, or does not accurately, provide in the itemized list provided to the Superintendent under section 43 a fee item corresponding to a fee paid by a student for the provision of a vocational program, the college shall pay the student,
 - i. in the case of an item not provided by the college, 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 the private career college ceasing to operate.

(3) A refund is not payable under paragraphs 1 to 6 of subsection (1) unless the student gives the private career college a written demand for the refund.

(4) A refund under subsection (1) is payable by the private career college within 30 days of the day the student delivers to the college,

(a) in the case of a rescission under section 36 of the Act, notice of the rescission; or

(b) in the case of a refund under paragraphs 2 to 6 of subsection (1), a written demand for the refund.

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Partial refund where student does not commence program

26. (1) If a student is admitted to a vocational program, pays fees to the private career college in respect of the program and subsequently does not commence the program, the college shall refund part of the fees paid by the student in the following circumstances:

1. The student gives the college 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 meet 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 the college gives written notice to the student that it is cancelling the contract no later than 45 days after the day the program has commenced.

(2) The amount of a refund under subsection (1) 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 fee and \$500.

(3) A refund under subsection (1) is payable,

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

(4) For the purposes of paragraph 3 of subsection (1), it is a condition of a contract for the provision of a vocational program that the private career college 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.

(5) A private career college that wishes to cancel a contract in accordance with subsection (4) shall give written notice of the cancellation to the other party to the contract within 45 days of the day the vocational program commences.

Partial refunds: withdrawals and expulsions after program commenced

27. (1) A private career college shall give a student who commences a vocational program a refund of part of the fees paid in respect of the program if, at a time during the program determined under subsection (3),

- (a) the student withdraws from the program after the program has commenced; or
- (b) the student is expelled from the program in circumstances where the expulsion is permitted under the private career college's expulsion policy.

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(2) This section does not apply to vocational programs described in sections 28 and 29.

(3) A private career college shall pay a partial refund under this section only if the withdrawal or expulsion from the vocational program occurs at a time during the program determined in accordance with the following rules:

1. In the case of a vocational program that is less than 12 months in duration, the withdrawal or expulsion occurs during the first half of the program.

2. In the case of a vocational program that is 12 months or more in duration,

i. for the first 12 months in the duration of the program and for every subsequent full 12 months in the program, the withdrawal or expulsion occurs during the first six months of that 12-month period, and

ii. for any period in the duration of the vocational program remaining after the last 12-month period referred to in subparagraph i has elapsed, the withdrawal or expulsion occurs in the first half of the period.

(4) If the student withdraws or is expelled from a vocational program within the first half of a period referred to in subsection (3), the amount of the refund that the private career college shall pay the student shall be equal to the full amount of the fees paid 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 in respect of the program and \$500; and

(b) the portion of the fees in respect of the portion of the period that had elapsed at the time of the withdrawal or expulsion.

(5) If the student withdraws or is expelled from a vocational program during the second half of a period referred to in subsection (3), the private career college is not required to pay the student any refund in respect of that period.

(6) A private career college shall refund the full amount of fees paid in respect of a period that had not yet commenced at the time of the withdrawal or expulsion.

Partial refunds: distance education programs

28. (1) This section applies to a vocational program that is offered by mail, on the internet or by other similar means.

(2) A private career college shall give a student who commences a vocational program referred to in subsection (1) a refund of part of the fees paid in respect of the program if,

(a) the student withdraws from the program or the student is expelled from the program in circumstances where the expulsion is permitted under the private career college's expulsion policy; and

(b) at the time of the withdrawal or expulsion, the student has not submitted to the private career college all examinations that are required in order to complete the program.

(3) The amount of the refund that a private career college shall give a student under subsection

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(1) shall be determined in accordance with the following rules:

1. Determine the total number of segments in the vocational program for which an evaluation is required
2. Of the total number of program segments determined under paragraph 1, determine the number of segments in respect of which an evaluation has been returned to the student.
3. The amount of the refund that the private career college shall pay the student shall be equal to the full amount of the fees paid in respect of the program less,
 - i. an amount that is equal to the lesser of 20 per cent of the full amount of the fees in respect of the program and \$500, and
 - ii. the portion of the fees in respect of the number of segments determined under paragraph 2.

(4) A private career college is not required to give a student any refund if the student, at the time of withdrawal or expulsion, has been evaluated in respect of more than half of the total number of segments in the program.

Partial refunds: non-continuous programs

29. (1) This section applies to a vocational program approved by the Superintendent to be provided through a fixed number of hours of instruction over an indeterminate period of time.

(2) A private career college shall give a student who commences a vocational program referred to in subsection (1) a refund of part of the fees paid in respect of the program if, before completing the required number of hours of instruction,

- (a) the student has given the college notice that he or she is withdrawing from the program; or
- (b) the student is expelled from the program in circumstances where the expulsion is permitted under the private career college's expulsion policy.

(3) The amount of the refund that a private career college shall give a student under subsection

(1) shall be equal to the full amount of the fees paid 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 in respect of the program and \$500; and
- (b) a portion of the fees in respect of the program that is proportional to the number of hours of instruction that have elapsed at the time of the withdrawal or expulsion.

(4) A private career college 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.

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No retention of refund

30. A private career college shall not retain, by way of deduction or set-off, any refund of fees payable to a student under sections 25 to 29 in order to recover an amount owed by the student in respect of any service or program other than a vocational program offered by the private career college.

Treatment of books and equipment

31. In calculating a refund under sections 25 to 29, a private career college may retain the retail cost of books or equipment that the private career college supplied to the student if the student,

- (a) fails to return the books or equipment to the private career college within 10 days of the student's withdrawal or expulsion from the program, or
- (b) returns the books or equipment to the private career college 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

32. A notice to a private career college 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 the 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) or clause 29 (2) (a) if the notice is received on or before half of the duration of the program has elapsed.

Currency

33. Any refund of fees that a private career college is required to pay under the Act shall be paid in Canadian dollars.

(Name of Student)

(Signature of Student)

(Date)

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