Enrollment Agreement

Effective: March 14, 2006

The Art Institute of Vancouver

❑ **Downtown ✦**
700-1090 West Georgia Street
Vancouver, BC V6E 3V7
Tel: 604-683-9200 | Fax: 604-684-8839

❑ **Burnaby**
3264 Beta Avenue
Burnaby, BC V5G 4K4
Tel: 604-298-5400 | Fax: 604-298-5403

❑ **Dubrulle Culinary Arts**
PO Box 10366, 300-609 Granville Street
Vancouver, BC V7Y 1G5
Tel: 604-738-3155 | Fax: 604-738-3205

SECTION A – Student Information:

For valuable consideration which is hereby acknowledged,

I_____
have entered into this Enrollment Agreement with The Art Institute of Vancouver hereafter "The Art Institute" or "AiV".

Name: _____

Address: _____

_____

City: _____

Postal Code: _____

Home Telephone: _____

Email: _____

Program Start:
❑ April 3, 2006 (SP 06) ❑ January 1, 2007 (WI 07)
❑ July 3, 2006 (SU 06) ❑ April 2, 2007 (SP 07)
❑ October 2, 2006 (FA 06) ❑ July 2, 2007 (SU 07)

Expected Program Completion _____

I am applying as a ❑ Domestic student ❑ International student.
Student Initials_____

❑ **I will be electing to take a reduced course load and am anticipating receiving student aid. I will recontract every <u>two</u> quarters under the understanding that there will be no change in the current contracted tuition charge as outlined in this agreement.**
Student Initials_____

SECTION A – Fees:

1. Tuition, starting kit, student quarterly fees and estimated book/supplies prices:

For multi quarter programs, AiV shall charge the student for tuition and fees on a quarter-by-quarter basis. The first-quarter tuition and fees become charged and due 30 days prior to program start. Thereafter quarterly tuition for each succeeding quarter is due and the Agreement renewed upon registration, approximately two weeks prior to the end of each academic quarter. Students cannot register unless student tuition has been paid in full or in accordance with an agreed payment schedule.

SECTION B – Binding Agreement:

I acknowledge that subject to the approval of the AiV Admissions Committee, this is a legally binding agreement. This Enrollment Agreement, Appendix A, B, and C and payment plan, if any, constitutes the entirety of the Agreement.

Per: _____

Date: _____
"Student"

Parent/Guardian Signature: _____

Date: _____
(If student has not reached the age of 19 as of the date of the signing of this contract)

Per: _____

Date: _____
"The Art Institute of Vancouver"

SECTION C – Curriculum, Program, and Schedule Updates/Changes:

1. The Art Institute may from time to time modify the curriculum, textbooks and/or related course/program materials to accommodate program updates. The Art Institute reserves the right to amend program and course titles, class schedules, campus location, and/or the sequence of courses or the expected program completion date. Changes are effective when made.

SECTION D – The Student Acknowledges:

1. I have read (either in hard copy or on The Art Institute Web site) the program description(s), Student Handbook including policies on student conduct, admissions, attendance, withdrawal, termination of studies, refunds and the dispute resolution.
2. I have successfully completed high school (Grade 12 or GED 12) or; am a mature student of not less than 20 years of age as of the start date of the program and I have accurately represented my education, age and other information to The Art Institute of Vancouver.
3. I understand my continued enrollment is conditional on my adherence to AiV policies including, student conduct, attendance, academic progress and payment schedules.
4. I understand The Art Institute reserves the right to cancel this Enrollment Agreement if The Art Institute determines I do not meet the admission requirements, in particular,(i) if I have not demonstrated sufficient academic potential as determined through entrance testing, evaluation of transcript reports or any other academic evaluation deemed appropriate for the program selected, and/or (ii) I do not meet all financial obligations related to enrollment and continuing enrollment. I understand my financial obligations and that my account must be in good standing before The Art Institute will issue me my certificate, diploma or transcripts.
5. I understand and agree this Agreement becomes effective and legally binding upon the determination by The Art Institute that I meet the application and admission requirements.
6. I understand The Art Institute programs require my serious dedication to my studies, active and positive participation in the proscribed course activities and significant individual accountability, professionalism and initiative.
7. I understand that AiV is a multi campus institution and program delivery may involve my attendance at more than one AiV camus or learning site location.
8. **I have thoroughly read and understood this Enrollment Agreement including the Appendices prior to signing this Agreement.**
Student Initials_____

The Art Institute of Vancouver - Burnaby

❑ **Animation Art & Design**[2] (Diploma)
Four 11-week quarters and one 12-week quarter
56 academic weeks, 75 credits
Domestic Tuition $24,975
International Tuition $30,750
Student Quarterly Fee: $230**
Starting Kit: $288*
Books: $135*/quarter

❑ **Animation Art & Design and Foundation for Design** (Diploma)
Five 11-week quarters and one 12-week quarter
67 academic weeks, 90 credits
Domestic Tuition $29,970
International Tuition $36,900
Student Quarterly Fee: $230**
Starting Kit: $288*
Books: $135*/quarter

❑ **Digital Film & Video** (Diploma)
Four 11-week quarters and one 12-week quarter
56 academic weeks, 75 credits
Domestic Tuition $24,375
International Tuition $30,750
Student Quarterly Fee: $230**
Starting Kit: $285*
Books: $105*/quarter

❑ **Electronic Music** (Certificate)
Four 11-week quarters
44 academic weeks, 60 credits
Domestic Tuition $19,200
International Tuition $23,700
Student Quarterly Fee: $230**
Starting Kit: $255*
Books: $85*/quarter

❑ **Game Art & Design**[2] (Diploma)
Four 11-week quarters and one 12-week quarter
56 academic weeks, 75 credits
Domestic Tuition $24,975
International Tuition $30,750
Student Quarterly Fee: $230**
Starting Kit: $265*
Books: $150*/quarter

❑ **Game Art & Design and Foundation for Design** (Diploma)
Five 11-week quarters and one 12-week quarter
67 academic weeks, 90 credits
Domestic Tuition $29,970
International Tuition $36,900
Student Quarterly Fee: $230**
Starting Kit: $265*
Books: $150*/quarter

❑ **Graphic Design**[2] (Diploma)
Four 11-week quarters and one 12-week quarter
56 academic weeks, 75 credits
Domestic Tuition $24,975
International Tuition $30,750
Student Quarterly Fee: $230**
Starting Kit: $165*
Books: $145*/quarter

❑ **Graphic Design and Foundation for Design** (Diploma)
Five 11-week quarters and one 12-week quarter
67 academic weeks, 90 credits
Domestic Tuition $29,970
International Tuition $36,900
Student Quarterly Fee: $230**
Starting Kit: $165*
Books: $145*/quarter

❑ **Independent Recording Arts** (Certificate)
Four 11-week quarters
44 academic weeks, 60 credits
Domestic Tuition $19,200
International Tuition $23,700
Student Quarterly Fee: $230**
Starting Kit: $270*
Books: $200*/quarter

❑ **Independent Short Film** (Advanced Diploma)
Two 11-week quarters
22 academic weeks, 30 credits
Domestic Tuition $9,750
International Tuition $12,300
Student Quarterly Fee: $230**
Books: $100*/quarter

❑ **Professional Recording Arts** (Diploma)
Six 11-week quarters and one 12-week quarter
78 academic weeks, 105 credits
Domestic Tuition $33,600
International Tuition $41,475
Student Quarterly Fee: $230**
Starting Kit: $270*
Books: $110*/quarter

❑ **Professional Recording Arts (LIPA)** (Diploma)
Six 11-week quarters and one 12-week quarter
78 academic weeks, 120 credits
Domestic Tuition $38,400
International Tuition $47,400
Student Quarterly Fee: $230**
Starting Kit: $270*
Books: $135*/quarter

❑ **Visual & Game Programming** (Diploma)
Five 11-week quarters and one 12-week quarter
66 academic weeks, 90 credits
Domestic Tuition $28,800
International Tuition $35,550
Student Quarterly Fee: $230**
Books: $200*/quarter

❑ **Visual Effects**[2] (Diploma)
Four 11-week quarters and one 12-week quarter
56 academic weeks, 75 credits
Domestic Tuition $24,975
International Tuition $30,750
Student Quarterly Fee: $230**
Starting Kit: $155*
Books: $150*/quarter

❑ **Visual Effects and Foundation for Design** (Diploma)
Five 11-week quarters and one 12-week quarter
67 academic weeks, 90 credits
Domestic Tuition $29,970
International Tuition $36,900
Student Quarterly Fee: $230**
Starting Kit: $155*
Books: $150*/quarter

The Art Institute of Vancouver - Downtown

❑ **Advanced Graphic Design** (Diploma)
Two 11-week quarters
22 academic weeks, 30 credits
Domestic Tuition $9,990
International Tuition $12,300
Student Quarterly Fee: $230**

❑ **Event Planning & Promotions Management**[1] (Certificate)
Three 11-week quarters and one 12-week quarter
44 academic weeks, 60 credits
Domestic Tuition $17,100
International Tuition $22,200
Student Quarterly Fee: $130**

❑ **Fashion & Retail Management** (Diploma)
Five 11-week quarters and one 12-week quarter
67 academic weeks, 90 credits
Domestic Tuition $28,800
International Tuition $35,550
Student Quarterly Fee: $130**
Starting Kit: $340*
Books: $200/quarter

❑ **Fashion Design & Merchandising**[2] (Diploma)
Six 11-week quarters and one 12-week quarter
78 academic weeks, 105 credits
Domestic Tuition $33,600
International Tuition $41,475
Student Quarterly Fee: $130**
Starting Kit: $700*
Books: $200/quarter

❑ **Fashion Design & Merchandising and Foundation for Design** (Diploma)
Seven 11-week quarters and one 12-week quarter
89 academic weeks, 120 credits
Domestic Tuition $38,400
International Tuition $47,400
Student Quarterly Fee: $130**
Starting Kit: $700*
Books: $200/quarter

❑ **Graphic Design**[2] (Diploma)
Four 11-week quarters and one 12-week quarter
56 academic weeks, 75 credits
Domestic Tuition $24,975
International Tuition $30,750
Student Quarterly Fee: $230**
Starting Kit: $165*
Books: $145*/quarter

❑ **Graphic Design and Foundation for Design** (Diploma)
Five 11-week quarters and one 12-week quarter
67 academic weeks, 90 credits
Domestic Tuition $29,970
International Tuition $36,900
Student Quarterly Fee: $230**
Starting Kit: $165*
Books: $145*/quarter

❑ **Home Furnishings Merchandising** (Diploma)
Five 11-week quarters
55 academic weeks, 75 credits
Domestic Tuition $24,000
International Tuition $29,625
Student Quarterly Fee: $130**
Starting Kit: $595*

❑ **Interactive Media Design**[1][2] (Diploma)
Four 11-week quarters and one 12-week quarter
56 academic weeks, 75 credits
Domestic Tuition $24,975
International Tuition $30,750
Student Quarterly Fee: $130**
Starting Kit: $165*
Books: $145*/quarter

❑ **Interactive Media Design and Foundation for Design**[1] (Diploma)
Five 11-week quarters and one 12-week quarter
67 academic weeks, 90 credits
Domestic Tuition $29,970
International Tuition $36,900
Student Quarterly Fee: $130**
Starting Kit: $165*
Books: $145*/quarter

❑ **Interior Design**[2] (Diploma)
Six 11-week quarters and one 12-week quarter
78 academic weeks, 105 credits
Domestic Tuition $33,600
International Tuition $41,475
Student Quarterly Fee: $130**
Starting Kit: $830*
Books: $300*/quarter

❑ **Interior Design and Foundation for Design** (Diploma)
Seven 11-week quarters and one 12-week quarter
89 academic weeks, 120 credits
Domestic Tuition $38,400
International Tuition $47,400
Student Quarterly Fee: $130**
Starting Kit: $830*
Books: $300*/quarter

The Art Institute of Vancouver - Dubrulle Culinary Arts

❑ **Baking & Pastry Arts - Level 1** (Certificate)
Two 11-week quarters
22 academic weeks, 30 credits
Domestic Tuition $9,990
International Tuition $12,990
Student Quarterly Fee: $475**
Starting Kit: $995*
Books: $150*/quarter

❑ **Baking & Pastry Arts - Level 2** (Certificate)
Two 11-week quarters
22 academic weeks, 30 credits
Domestic Tuition $9,990
International Tuition $12,990
Student Quarterly Fee: $475**
Starting Kit: $995*
Books: $150*/quarter

❑ **Baking & Pastry Arts** (Diploma)
Four 11-week quarters
44 academic weeks, 60 credits
Domestic Tuition $19,980
International Tuition $25,980
Student Quarterly Fee: $475**
Starting Kit: $995*
Books: $150*/quarter

❑ **Culinary Arts - Level 1** (Certificate)
Two 11-week quarters
22 academic weeks, 30 credits
Domestic Tuition $9,990
International Tuition $12,990
Student Quarterly Fee: $475**
Starting Kit: $995*
Books: $150*/quarter

❑ **Culinary Arts - Level 2** (Certificate program)
Two 11-week quarters
22 academic weeks, 30 credits
Domestic Tuition $9,990
International Tuition $12,990
Student Quarterly Fee: $475**
Starting Kit: $995*
Books: $150*/quarter

❑ **Culinary Arts** (Diploma)
Four 11-week quarters
44 academic weeks, 60 credits
Domestic Tuition $19,980
International Tuition $25,980
Student Quarterly Fee: $475**
Starting Kit: $995*
Books: $150*/quarter

❑ **Entrepreneurship & Restaurant Ownership** (Diploma)
Two 11-week quarters
22 academic weeks, 30 credits
Domestic Tuition $9,990
International Tuition $12,990
Student Quarterly Fee: $475**
Starting Kit: $995*
Books: $150*/quarter

❑ **Culinary Arts & Restaurant Ownership** (Advanced Diploma)
Six 11-week quarters
66 academic weeks, 90 credits
Domestic Tuition $29,970
International Tuition $38,970
Student Quarterly Fee: $475**
Starting Kit: $995*
Books: $150*/quarter

❑ **Hospitality & Restaurant Business Management** (Diploma)
Four 11-week quarters
44 academic weeks, 60 credits
Domestic Tuition $19,980
International Tuition $25,980
Student Quarterly Fee: $475**
Starting Kit: $995*
Books: $150*/quarter

** Estimated costs. Fees are subject to change.*

*** Student Quarterly Fee includes: Student activity fee, housing assistance, student clubs, festivals, competitions, counselling resources and referrals, learning resources, technology, lab maintenance, part-time employment assistance, portfolio shows, training completion fund assessment, career services, alumni services, and other related activities and services. For the Burnaby location, this fee also includes with some exception, 24/7access to the facilities. For the Dubrulle Culinary Arts location, this fee also includes the food fee and dining lab. Services, activities and resources are subject to change without notice and some activities may have additional charges. Student quarterly fees are <u>non-refundable</u> as of the first day of the quarter start.*

Non-Refundable Application Fee: $50 is applicable to all programs.

Supplies: Students may need to spend an additional an estimated $100 per month on program related supplies.

Students are required to provide a $100 Assessment Fee.

[1] Courses offered on evenings and weekends.

[2] The program requires the submission of a portfolio which must be assessed and approved by the Admissions Committee.

✦ Please note some AiV programs/course may be delivered by AiV at its learning site facility located at 8th Floor, 570 Dunsmuir Street, Vancouver. Locations subject to change.

❑ **Single course(s) name:** _____
Duration: (academic weeks): _____
Credit Hour Rate: _____
Total Tuition: _____
Student Quarterly Fee: _____
Location: ❑ Culinary ❑ Burnaby ❑ Downtown

❑ **Single course(s) name:** _____
Duration: (academic weeks): _____
Credit Hour Rate: _____
Total Tuition: _____
Student Quarterly Fee: _____
Location: ❑ Culinary ❑ Burnaby ❑ Downtown

SECTION E – General:

1. This Agreement is subject to the British Columbia Private Career Training Institution Act and regulations.
2. The student shall pay or have paid on their behalf applicable AiV program costs and fees under this Agreement by 30 days prior to quarter start.
3. Refunds to students for tuition paid to AiV under this Agreement shall be made in accordance with the Refund Policy set out in this document.
4. The Art Institute reserves the right to cancel, or delay the start of any program where in the opinion of The Art Institute, there are not sufficient numbers of students to warrant proceeding or continuing.
5. Students who have entered into an agreement for a program that AiV has canceled, may elect to transfer their application to another program or quarter where space is available or receive a refund of monies paid under this Agreement.
6. The Art Institute undertakes to provide the program of study indicated in this Agreement including the equipped facilities and instructors to deliver the course of study for the prescribed duration.
7. The Art Institute shall provide the required transcript and the appropriate credentials to students who successfully complete their course of study, satisfy the requirements for graduation and have an account/payment plan in good standing with The Art Institute.
8. The student shall abide by the general regulations including, but not limited to, student conduct, academic honesty, attendance, care of equipment, facilities and related policies of The Art Institute and as set out in the AiV Student Handbook.
9. The student shall pay the proscribed tuition as set out in this Agreement and payment/schedule plan (if any) including other related fees as set out in this Agreement.
11. Overdue and unpaid accounts will be charged interest at a rate of 12% per annum.
11. The student shall not copy any software, in use, or developed during the program of studies by AiV, and agrees that any unauthorized use by him/her of such software infringes Canadian, U.S. and international patent laws, copyright laws, and laws of industrial property rights of third parties. The student further agrees to indemnify AiV for any suit brought against The Art Institute based on a claim resulting from the student's alleged wrongdoing. Such unauthorized use infringes such aforementioned laws, even where based upon use in combination with other software.
12. The student agrees to respect AiV's copyright and respect confidentiality regarding information about The Art Institute's business and programs which the student may acquire during his/her program of studies, and in particular, but not so as to limit generality of the foregoing, with respect to the use of courseware, learning methodologies, and program content.
13. AiV is not liable for delays in class schedules due to Acts of God or circumstances beyond its control. In the event of temporary loss of service, The Art Institute shall use prudent and reasonable efforts to restore services as soon as practicable and reschedule lost class time.
14. I hereby give my consent to The Art Institute of Vancouver (and to those whom it may authorize) to photograph, film, and/or videotape me and/or to use a photographic reproduction of me or my artwork or photography (with or without my name), to identify me by name and/or with school and employment information, and/or to quote or record statements made by me, for any editorial, promotional, advertising, trade, or other purpose.

SECTION F – Disclosures:

1. Completion of AiV programs does not guarantee employment or any particular level of compensation. Actual employment will be dependent upon overall student background and quality of the application, presentation, initiative, and available employment opportunities at the time.
2. A copy of the Enrollment Agreement shall be provided to the student at the time the student signs the Agreement.
3. Your name and personal identification information, the name of your program of study, and the amount of tuition paid must be forwarded to the Private Career Training Completion Fund. This Information is collected by PCTIA under Section 26 of the Freedom of Information and Protection of Privacy Act. For more Information about this collection and use of this information, visit the Agency's website at www.pctia.bc.ca.
4. Financial assistance may be available to qualifying students through either public or private student assistance sources. The Art Institute makes no representations whatsoever about the eligibility of the student for student aid. In the event student assistance is provided to a student, the student recognizes he/she is solely responsible, (not the Government of Canada, the Provincial Assistance Program , or The Art Institute) to ensure repayment of the loan is in accordance with the terms or her/his loan/student assistance agreements.
5. AiV complies with applicable Privacy Laws. The Art Institute collects, uses and retains individual student information for use including assessing student applications, student aid, student accounts, maintaining student academic records, placement tracking, program reviews and to meet regulatory requirements. AiV may use student information to communicate with students including to provide students, applicants or graduates with information about AiV activities or additional program opportunities at AiV or its affiliates. Students can request removal from the AiV mailing list(s) by writing the Director of Admissions or the Registrar.

APPENDIX A - Tuition Refund Policy:

The Art Institute of Vancouver tuition refund policy is no less generous as the PCTIA refund policy. Refunds will be made within 30 calendar days after the applicant's/student's request or within 30 calendar days after his/her first scheduled class day. The AiV tuition refund policy is as follows:

1. Refunds Before the Quarter Starts:
   If the applicant is not approved for admission by The Art Institute or the student cancels the Enrollment Agreement in writing, before the quarter start of the program/course applied for, the applicant will receive a refund of all tuition and other fees paid, less the non-refundable $50 application fee.

Before Quarter Start Refund Example

A student enrolls in a 75-credit diploma program, such as the Animation Art & Design program, pays the $50 application fee, makes monthly early entry tuition payments of $1000 and purchases the starting kit for $288 prior to starting classes. If the student cancels the Enrollment Agreement before the first day of class, the students receives a full refund, including the cost of the starting kit, if it is returned in good condition minus the $50 application fee. The refund amount would be $1288.

2. Refunds After the Quarter Starts:
   (a) If written notice of withdrawal is received by The Art Institute or a student is dismissed, within 10% of the quarter of study's duration, The Art Institute will retain 30% of the total tuition due under the contract for that quarter of study.
   (b) Subject to subsection (2)(a), if written notice of withdrawal is received by The Art Institute or a student is dismissed within 30% of the quarter of study's duration, The Art Institute will retain 50% of the total tuition due under the contract for that quarter of study.
   (c) If a student withdraws or is dismissed after 30% of the quarter of study's duration, The Art Institute will retain 100% of the tuition due under the contract for the quarter of study.
   (d) In addition to the tuition fee, refunds proscribed under this section, the applicant/student will receive a refund of starting kit fees paid provided the kit has not been received by the student or the kit is returned to AiV unopened. **The Student Quarterly Fee and the $100 Assessment Fee are non-refundable as of the first day of the quarter start. That is to say, if the student fails to cancel/withdraw their Enrollment Agreement by providing notice in writing to AiV before the first day of class of the quarter the Student Quarterly Fee and the $100 Assessment Fee are non-refundable.**

After the Quarter Start Refund Example

A student enrolls in a 75-credit diploma program, such as the Graphic Design program, pays the $50 application fee, $100 assessment fee, $230 student quarterly fee and the first quarter tuition of $4995. If the student cancels the Enrollment Agreement on the 5th day of class, the students receives a refund of the first quarter tuition minus 30% minus the $50 application fee, $100 assessment fee, and the $230 student quarterly fee. The refund amount would be $3496.50.

3. Refund Policy for International Students

For the purposes of the refund policy, an international student is a person who is not a Canadian or an American citizen or a Permanent Resident as defined by Immigration Canada or who has been determined under the *Canadian Immigration Act* to be a Convention Refugee.

International students require a Study Permit to study in Canada unless they are taking a course or program with a duration of six months or less, are a minor child already in Canada whose parents are not "visitors" in Canada, or are a family or staff member of a foreign representative to Canada accredited by the Department of Foreign Affairs and International Trade.

Where The Art Institute enters into a contract with an international student the following refund policy is applicable.

Student Authorization Related Withdrawals

(1) The Art Institute will retain the lesser of 25% of the total tuition due under the contract or $200 by international students who
   (a) are denied Study Permit authorization from Citizenship and Immigration Canada, or
   (b) do not receive authorization prior to the start of the program of study, provided that
      (i) the student notifies The Art Institute of the circumstances with written notice of when the student withdraws from or is dismissed by The Art Institute on or before the first day of a program of study is scheduled to begin, and
      (ii) the student, within a reasonable time, provides to The Art Institute, documentation of the circumstances with written notice of when the student withdraws from or is dismissed by The Art Institute.

Non-student Authorization Related Withdrawals

(2) When an international student enrolled with and/or studying at The Art Institute on the basis of a Study Permit either withdraws from or is dismissed by The Art Institute, The Art Institute is required to notify Citizenship and Immigration Canada within fourteen (14) calendar days that the student has either withdrawn or been dismissed.

Refunds before a program of study starts

(3) (a) If written notice of withdrawal is received by The Art Institute less than seven calendar days after the contract is made and before the program starts, the institution will retain the lesser of 25% of the total tuition due under the contract or $400 for that quarter of study.
   (b) Subject to subsection (3)(a), if written notice of withdrawal is received by The Art Institute thirty (30) calendar days or more before the start of a program of study, The Art Institute will retain 25% of the total tuition due under the contract for that quarter of study.
   (c) Subject to subsection (3)(a), if written notice of withdrawal is received by The Art Institute less than thirty (30) calendar days before the start of a program of study, The Art Institute will retain 40% of the total tuition due under the contract for that quarter of study.

Refunds after the program of study starts

(4) (a) If written notice of withdrawal is received by The Art Institute, or a student is dismissed within 10% of the program of study's duration, The Art Institute will retain 50% of the total tuition due under the contract for that quarter of study.
   (b) If written notice of withdrawal is received by The Art Institute, or a student is dismissed after 10% and before 30% of a program of study's duration, The Art Institute will retain 70% of the total tuition due under the contract for that quarter of study.
   (c) If a student withdraws or is dismissed after 30% of the program of study's duration, no refund will be given.
   (d) If a student starts the quarter, all student quarterly fees are non-refundable.

4. Other Refund Policy Requirements:
   (a) Where a student is deemed not to have met the program minimum requirements for admission, The Art Institute must refund all tuition paid under the Enrollment Agreement, unless a written Agreement is in place providing otherwise.
   (b) Where The Art Institute provides technical equipment to a student, and the student, withdraws or is dismissed by The Art Institute; The Art Institute shall charge the student for the equipment or use or if the equipment is damaged, for the repair of the equipment, on a cost recovery basis, unless the student returns the equipment unopened or as issued within fourteen (14) calendar days of their dismissal or withdrawal.
   (c) Tuition refunds owing to students shall be paid within thirty (30) days of The Art Institute receiving written notification of withdrawal, or within thirty (30) days of The Art Institute's written notice of dismissal.
   (d) Where the delivery of the program of study is through home study or distance education, refunds must be based on the percent of the program of study completed at the rates specified in Section IX E(3) of the PCTIA bylaws.
   (e) Where a student tuition has been paid in part or in whole by a recognized student aid program, AiV may be required to refund the third party funder before any refund is payable to the student.
   (f) Students who leave school during the first six weeks of the first quarter of attendance shall return the starting kit and individual components of the Starting kit within 20 days of the student's last day of class attendance. A refund or a credit will be given if the item being returned is in good condition and is resellable.

APPENDIX B – External Dispute Limitation and Arbitration:

You, the student, and The Art Institute of Vancouver ("AiV") agree that any dispute or claim between you and AiV (or any company affiliated with AiV, or any of its officers, directors, trustees, employees or agents) arising out of or relating to this Enrollment Agreement or, absent such Agreement, your enrollment or attendance at AiV, whether such dispute arises before, during, or after your attendance and whether the dispute is based on contract, tort, statute, or otherwise, shall be, at your or AiV's election, submitted to and resolved by individual binding arbitration pursuant to the terms described herein. You further agree that you may only pursue arbitration after exhausting informal efforts and the internal dispute resolution processes including as set out in the AiV Student Handbook. Nothing in this Agreement prevents the student and AiV by mutual agreement, proceeding with a mediation or other alternative dispute resolution process on agreed terms.

The arbitration shall follow the standards and rules of procedure as set out in the British Columbia Commercial Arbitration Act. If AiV intends to initiate arbitration, it will notify you in writing by regular mail at your latest address on file with AiV, and you will have 20 days from the date of the letter to select one of these organizations as the administrator. If you fail to select an administrator within that 20-day period, AiV will select one.

AiV agrees that it will not elect to arbitrate any individual claim of less than $5,000 that you bring in small claims court. If that claim is transferred or appealed to a different court, however, or if your claim exceeds $5,000, AiV reserves the right to elect arbitration and, if it does so, you agree that the matter will be resolved by binding arbitration pursuant to the terms of this Section.

If either you or AiV chooses arbitration, or instead agree to a third party mediation on agreed terms, neither party will have the right to a jury trial, to engage in discovery, except as provided in the applicable arbitration rules, or otherwise to litigate the dispute or claim in any court (other than in small claims or similar court, as set forth in the preceding paragraph, or in an action to enforce the arbitrator's award). Further, you will not have the right to participate as a representative or member of any class of claimants pertaining to any claim subject to arbitration. The arbitrator's decision will be final and binding. Other rights that you or AiV would have in court also may not be available in arbitration. Any claim of any liability or loss whatsoever on behalf of the student in every circumstance is limited to an amount no greater than the total amount of tuition paid by the student to The Art Institute of Vancouver and that would be refundable under the tuition refund policy and no other loss of any kind whatsoever.

The arbitrator shall have no authority to arbitrate claims on a class action basis, and claims brought by or against you may not be joined or consolidated with claims brought by or against any other person. Any arbitration hearing shall take place in the city of Vancouver. Upon your written request, AiV will pay the filing fees charged by the arbitration administrator, up to a maximum of $3,500 per claim. Each party will bear the expense of its own legal counsel, experts, and witnesses, regardless of which party prevails, unless applicable law or this Agreement gives a right to recover any of those fees from the other party. If the arbitrator determines that any claim or defense is frivolous or wrongfully intended to oppress the party, the arbitrator may award sanctions in the form of fees and expenses reasonably incurred by the other party (including arbitration administration fees, arbitrators' fees, and legal counsel, expert and witness fees), to the extent such fees and expenses could be imposed by the British Columbia Commercial Arbitration Act and consistent with the civil procedures rules of the Province of British Columbia as applicable.

This arbitration provision shall survive the termination of your relationship with AiV.

APPENDIX C – Other:

1. **Student Assistance and Minimum Course Load**

Students who receive funding or interest-free status through British Columbia Student Assistance Program (BCSAP) and do not maintain a minimum course load of 60 percent of a full program for credit (40 percent for students with permanent disabilities) for the entire length of their study period, as determined by The Art Institute, will be considered to have withdrawn for both federal and provincial assistance. In addition, The Art Institute will immediately report as withdrawn, any student who misses more than 10 consecutive instructional days of study; or 20% of the program; or sufficient days/hours that the student can no longer complete the program by the end of the study period. The student's original award will be pro-rated by BCSAP based on the number of weeks of attendance, up to the date of withdrawal. The student's application is forwarded to the AiV Admissions Committee to make the determination if the student is accepted into the program. The student's enrollment and Enrollment Agreement is conditional on the approval of the AiV admissions committee's acceptance of the student into the program.

2. **Programs Types:**

Centre for Professional Development (CPD) programs are training programming with a total tuition of less than $1000 and less than 40 hours of instruction. These programs generally do not have occupational outcomes and may range from hobby courses to professional upgrading. Students in these programs do not access AiV Career Services as part of their program.

Certificate programming is non-CPD programming with career training outcomes, and generally of a more limited scope than Diploma programs. Certificate programs do have occupational outcomes, but do not access AiV Career Services as part of their program.

Diploma programming is a type of career training, which generally is more advanced than Certificate programs. Students in Diploma programs have access to AiV Career Services as part of their program.

3. **The Admissions Process**

As part of the application process, applicants are required to independently conceive and write an essay explaining what they expect to accomplish while studying at The Art Institute. Applicants must also present a record of accomplishment and core academic courses as evidence through transcript grade point average or upon evaluation of GED scores, a personal interview with an admissions representative and meeting all other requirements stated in this Agreement. Students are required to provide a $100 Assessment Fee and $50 Application Fee (non-refundable) with their application.

When a student is challenging a foundation program (seeking advanced standing admission), the Admissions Committee will undertake an assessment in accordance with challenge criteria and make a determination if the student will be accepted into the program without the foundation requirement or be required to take the foundation component. The determination of the Admissions Committee cannot be appealed.

Where a student applies for a core program but the Admissions Committee determines the student is required to complete the Foundation quarter, the Enrollment Agreement shall be amended to reflect the correct program (with Foundation) or a new Enrollment Agreement will be signed.

Applicants who do not submit a transcript or GED scores may be required to take additional testing, the results of which will be reviewed by the Admissions Committee. The Committee may then grant acceptance but applicants still will be required to submit an official high school transcript or GED scores for college transcript if student has graduated from college by a date established by the Director of Admissions.

First-quarter tuition and fees for new students become due 30 days prior to entry. The Enrollment Agreement becomes effective and legally binding on the student upon the determination by The Art Institute that the student meets the admission requirements.

Each quarter is approximately 11 weeks. An applicant's tuition rate is not locked in until they have been accepted into the program. The tuition charge set out in this Agreement is subject to change. Tuition increase will not be applied to continuing enrolled students (no interruptions in enrollment from start date to program completion).

4. **Program Completion Dates and Maximum Allowable Completion Timeframe**

The program completion is based on a calculation of a student continuously enrolled as a full-time student to program completion. In the event the student interrupts their studies (i.e. taking a quarter off) student must notify AiV so the program completion date can be amended. The actual program completion may be impacted by interruptions or schedule changes. Completion date amendments shall not be deemed a breach of this agreement or any warrantee hereunder.

To be awarded the designated Certificate or Diploma of the academic program, the student must successfully complete all the program requirements within the maximum allowable timeframe, which is 150% of the program length. The maximum allowable timeframe is calculated, as a period of time during which the student attempts 1.5 times the number of credit hours required to complete the program.

5. **Attending Classes at other AiV Locations**

Students may be scheduled to attend classes at another AiV location other than their primary location of enrollment.

6. **Conversion Fee (Dubrulle Culinary Arts):**

Students enrolled in applicable culinary Diploma programs who wish to convert successfully completed Diploma program components into one or more applicable Certificate programs or convert Certificate programs into an applicable Diploma program may apply to the Registrar to do so, a credential conversion fee of $250 will be charged per request.