

Victoria Conservatory of Music
Department of Postsecondary Studies
Advanced Training Programs (PTIB approved)
Fee and Tuition Compliance Standards for Approved Programs

Fee and tuition compliance standards for Ministry of Advanced Education and Skills Development approved programs

1 The fee and tuition compliance standards set out in following sections are prescribed for certified institution(s) in relation to approved programs of instruction, other than an employer provided program.

[en. B.C. Reg. 122/2021, Sch. 1, s. 19.]

Tuition refund policy

2 The Victoria Conservatory of Music (Conservatory) has established a written tuition refund policy that complies with these standards.

[en. B.C. Reg. 122/2021, Sch. 1, s. 19.]

When tuition can be accepted

3 The Conservatory will not accept any tuition or related fees payable for an approved program of instruction unless the Conservatory has first provided the student with a copy of the Conservatory's tuition refund policy.

[en. B.C. Reg. 122/2021, Sch. 1, s. 19.]

General rules in relation to fees

4.1 The Conservatory will not charge an application fee, for an approved program of instruction, that is greater than the following applicable amount:

(a) in the case of an international student, \$1 000.

(b) in the case of any other student, \$250.

4.2 The Conservatory will not charge a student an assessment fee, for an approved program of instruction, that is greater than \$250.

4.3 The Conservatory:

(a) will not charge a student for an initial letter of acceptance in relation to an approved program of instruction, and

(b) may charge a student a fee for one or more additional letters of acceptance in relation to an approved program of instruction if the fee

or fees charged for all additional letters of acceptance do not, in total, exceed \$250.

4.4 Subject to sections 5 to 8, the Conservatory is not required to refund related fees paid by or on behalf of a student in relation to an approved program of instruction.

[en. B.C. Reg. 122/2021, Sch. 1, s. 19.]

Full refund of tuition and related fees — all students

5 Despite anything in these sections, the Conservatory will, if all of the following apply, refund all of the tuition and all related fees paid to the Conservatory by or on behalf of a student for an approved program of instruction:

- (a) the student is enrolled in the program without having met the admission requirements for the program;
- (b) the student did not misrepresent the student's knowledge or skills when applying for admission;
- (c) the registrar orders the Conservatory to refund the tuition and related fees.

[en. B.C. Reg. 122/2021, Sch. 1, s. 19.]

Full refund of tuition and specified fees — all students

6 Without limiting section 5, and despite anything else in these sections, the Conservatory will, in either of the following circumstances, refund all of the tuition and all related fees, other than application fees, paid to the Conservatory by or on behalf of a student for an approved program of instruction:

- (a) if the Conservatory receives a notice of withdrawal from the student no later than 7 days after the student, or other signatory, signs the student enrolment contract and before the start date of the program set out in the student enrolment contract;
- (b) subject to subsection 6.1, if all of the following apply:
 - (i) the student is attending the program;
 - (ii) the student does not attend a work experience component of the program;
 - (iii) the Conservatory does not provide all the hours of instruction of the work experience component of the program

before the date that is 30 days after the end date set out in the student enrolment contract.

6.1 Subsection 6 does not apply if the registrar determines that the Conservatory was prevented, by circumstances beyond its control, from providing all the hours of instruction of the work experience component of the program by the deadline referred to in subsection 6 (b) (iii).

[en. B.C. Reg. 122/2021, Sch. 1, s. 19.]

Full refund of tuition and specified fees — international students

7 Without limiting sections 5 and 6 and despite anything else in these sections, the Conservatory will, if all of the following apply, refund all of the tuition and all related fees, other than application fees, paid to the Conservatory by or on behalf of an international student for an approved program of instruction, other than a program provided solely through distance education:

- (a) the international student is refused a study permit in relation to the program;
- (b) the international student has not requested an additional letter of acceptance for the same program for which the study permit was refused;
- (c) the international student delivers to the Conservatory a copy of the refusal of the study permit before the date on which 30% of the hours of instruction of the program would have been provided to the student had the student started the program on the later of the following:
 - (i) the start date of the program set out in the last letter of acceptance issued to the student by the Conservatory;
 - (ii) the start date of the program set out in the student enrolment contract.

[en. B.C. Reg. 122/2021, Sch. 1, s. 19.]

Refund of fees for course materials — all students

8 Without limiting sections 5 to 7, the Conservatory will refund fees charged for course materials paid by or on behalf of a student enrolled in an approved program of instruction if the student does not receive the course materials and any of the following apply in relation to the program:

- (a) the student provides a notice of withdrawal to the Conservatory;

- (b) the Conservatory provides a notice of dismissal to the student;
- (c) the student does not attend any of the first 30% of the hours of instruction of the program.

[en. B.C. Reg. 122/2021, Sch. 1, s. 19.]

Partial refunds or recovery of tuition

9 In this section, "**completed**", in relation to an approved program of instruction provided solely through distance education, means that a student has received an evaluation of the student's performance for a specified percentage of the hours of instruction of the program.

9.1 The Conservatory may retain up to 50% of the amount of tuition paid by or on behalf of a student in relation to an approved program of instruction, other than a program provided solely through distance education, if the student does not attend any of the first 30% of the hours of instruction of the program.

9.2 The Conservatory may, in the following circumstances, retain or recover, as the case may be, up to 50% of the amount of tuition paid or payable under a student enrolment contract in relation to an approved program of instruction, other than a program provided solely through distance education:

- (a) the Conservatory receives a notice of withdrawal from the student after the date on which more than 10%, but less than 30%, of the hours of instruction of the program have been provided;
- (b) the Conservatory provides a notice of dismissal to the student and, on the date the notice is delivered to the student, the Conservatory has provided more than 10%, but less than 30%, of the hours of instruction of the program.

9.3 The Conservatory may, if both of the following apply, retain or recover, as the case may be, up to 50% of the tuition paid or payable under a student enrolment contract in relation to an approved program of instruction provided solely through distance education:

- (a) the Conservatory receives a notice of withdrawal from the student or provides a notice of dismissal to the student;
- (b) on the date the notice is received or delivered, as the case may be, the student has completed more than 30%, but less than 50%, of the program.

9.4 The Conservatory may, in the following circumstances, retain or recover, as the case may be, up to 30% of the tuition paid or payable under a student enrolment contract in relation to an approved program of instruction, other than a program provided solely through distance education:

(a) the Conservatory receives a notice of withdrawal from the student after the start date of the program set out in the student enrolment contract but on or before the date on which 10% of the hours of instruction of the program have been provided;

(b) the Conservatory provides a notice of dismissal to the student and, on the date the notice is delivered to the student, the Conservatory has provided no more than 10% of the hours of instruction of the program.

9.5 The Conservatory may, if both of the following apply, retain or recover, as the case may be, up to 30% of the tuition paid or payable under a student enrolment contract in relation to an approved program of instruction provided solely through distance education:

(a) the Conservatory receives a notice of withdrawal from the student or provides a notice of dismissal to the student;

(b) on the date the notice is received or delivered, as the case may be, the student has completed no more than 30% of the program.

9.6 The Conservatory may retain or recover, as the case may be, up to 20% of the tuition, to a maximum of \$1 300, paid or payable in relation to an approved program of instruction if the Conservatory receives a notice of withdrawal from the student less than 30 days before the later of the following:

(a) the start date of the program set out in the last letter of acceptance issued to the student by the Conservatory;

(b) the start date of the program set out in the student enrolment contract.

9.7 The Conservatory may retain or recover, as the case may be, up to 10% of the tuition, to a maximum of \$1 000, paid or payable in relation to an approved program of instruction if the Conservatory receives a notice of withdrawal from the student at least 30 days before the later of the following:

(a) the start date of the program set out in the last letter of acceptance issued to the student by the Conservatory;

(b) the start date of the program set out in the student enrolment contract.

When and how refunds to be made

10 The Conservatory, as required under these sections to refund an amount of tuition or a fee in relation to an approved program of instruction, must pay the amount to the student or other person who paid the tuition or fee within 30 days after the following applicable date:

- (a) the date the Conservatory receives a notice of withdrawal from the student;
- (b) the date the Conservatory provides a notice of dismissal to the student;
- (c) the date the registrar orders, under section 31, the Conservatory to refund the amount of tuition and related fees;
- (d) the date that is 30 days after the end date set out in the student enrolment contract if the Conservatory contravenes section 6 (b) (iii);
- (e) the date the student delivers to the Conservatory a copy of a refusal to issue the study permit;
- (f) the date on which the first 30% of the hours of instruction are provided, if the student does not attend any of the first 30% of the hours of instruction.