

**PART 1 | CONTRACT PARTIES | CONTRACT EXECUTION | CONTRACT INCLUSIONS**

**1. Contract Parties | Execution of Contract | Third Party Consents**

- 1.1. The Parties to this Contract are the “Institution and “Student” signing below and described in Part 10.
- 1.2. No other person is party to this contract or - as the Institution’s agent, joint venture partner, affiliate or legal partner - responsible for any of the Institution’s obligations under this Contract.
- 1.3. The Parties have read, understood and agreed to this Contract and in consideration of its terms, conditions and provisions agree it will legally bind all Parties when all Parties have signed it.
- 1.4. The Institution will provide the Student with a digital or physical copy of the signed Contract.
- 1.5. If the law or Institution requires that a third party sign or consent to this Contract then the Student will also sign and be a Party to this Contract, subject to laws establishing their capacity to enter this Contract.
- 1.6. Subject to law and where provided, a third party signature or consent will constitute that party’s consent to the Student’s admission to the Institution and Program and make the third party signatory a Party to this Contract and guarantor of all Student obligations arising from this Contract.
- 1.7. The Student represents and warrants that they read, understood and agreed to this English language contract prior to signing it and did not rely on verbal or other explanations from the Institution or other person of the Contract in English, the Student’s primary language or other languages.

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**Institution Officer Signature and Date:**

**Student (and/or Parent, Legal Guardian) Signature and Date:**

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**2. Contract Inclusions, Policy Statements**

- 2.1. This Contract will include: Parts 1 to 10; other agreements between the Parties or Institution policy when incorporated in writing by the Parties; terms included by the law of implied terms or operation of law.
- 2.2. This Contract constitutes the entire agreement between the Parties and supersedes all promotion, academic, operations and other communications and agreements not otherwise incorporated into this Contract.

**PART 2 | REGULATION OF INSTITUTION | QUALITY ASSURANCE BRANDS**

**3. Regulation of Institution | Authority of Institution to Contract**

- 3.1. The Institution represents and warrants that it or its service products are subject to the laws described in Part 10 of this Contract and to the authority of officials expressly established by those laws.
- 3.2. The Institution represents and warrants that under the above noted laws it has the legal status or standing described and set out in Part 10 of this Contract and that it can be Party to this Contract.

**4. Quality Assurance Brands**

- 4.1. If the Institution is granted by a government or other organization the right or privilege to use a sponsored and bestowed brand, mark or designation, the Institution does not represent that it met additional legislated standards beyond those noted in this Contract and section above to achieve that grant or that the brand or designation provides specific or additional Student protections – except where related laws expressly set additional standards, provide for additional Student protections and require or allow for such representations.

**PART 3 | SERVICE PRODUCT | CHANGES | POST CONTRACT FACTORS | WORKPLACE EXPERIENCE**

**5. Service Product | Program Outline**

- 5.1. Subject to the change provisions below, the Institution will provide and is solely responsible for providing to the Student the Service Products (“Service Products” or “Programs”) described in this Part and Part 10.
- 5.2. The Service Products the Institution will provide the Student will be constituted by the collective and not individual resources, service inputs and capacity the Institution will have and that are sufficient to help the Student achieve learning objectives set in this Contract and graduate in the program period.
- 5.3. Unless otherwise stated in Part 10, the Institution makes no representation, warranty or promise that the Service Products are uniform with or comparable to those provided by any other institution or party.

- 5.4. These resources may include, without limitation: curricula; instruction content; reference materials; content delivery and business systems; instructors; service providers; and real, personal and intellectual property.
- 5.5. The Program provided by the Institution to the Student under this Part and Contract will reasonably follow the Program Outline described in Part 10 of this Contract and other outlines, documents and materials incorporated into this Contract by reference in those additional outlines, documents and materials.
- 5.6. If individual courses or series of courses and programs are pre-requisite to taking later courses or programs included in the Service Product: obligations of the Institution and Student related to later courses or programs are conditional and subject to satisfactory completion of pre-requisites; the Student will be admitted to later courses and programs under this Contract when the conditions are met.
- 5.7. Further to section 2, additional courses, series of courses or programs may be added to the Service Products with amendments to Part 10 lawfully assented to by the Parties.
- 5.8. Further to section 2, courses, series of courses or programs that are part of the Service Products may be severed from the Service Products with amendments to Part 10 lawfully assented to by the Parties.
- 5.9. Further to section 2, additional courses, series of courses or programs are not made part of this Contract only because they are offered, provided and consumed by the same Parties under other contracts between them.

## 6. Service Product and Program Changes

- 6.1. Without Student approval, the Institution will make no major change to set Service Product: fees; learning objectives; titles; outlines; career objectives (if applicable) delivery methods; admission, assessment, program progression or graduation standards; locations; dates, term periods, required class hours and duration.
- 6.2. Subject to law and this Contract, the Institution may make any other reasonable changes to the Service Products without Student approval if the Institution, at its discretion, determines changes are in the interest of students; and are needed to adapt Service Products to economic, social or industry conditions.
- 6.3. If changes approved and consented to by the Student must also be consented to by regulatory authorities and changes are implemented prior to regulatory consent that does not constitute breach of this Contract.

## 7. Post Contract Factors Are Not Contract Promises or Part of Service Product

- 7.1. The Institution will not in this Contract, make any promise, representation or warranty that the Student will, during or after this Contract, receive from a third party that is not party to and subject to this Contract and not under the Institution's control: specific business, workplace or other contract offers, opportunities or results; specific income or compensation; credit transfers; immigration status; or professional membership.
- 7.2. Except as Part 10 of this Contract states, the Institution makes no promise, representation or warranty that the Service Product is designed to lead to or that participation in or graduation from the Program will lead to positions in a statutorily regulated profession, occupation, trade or career field in any Canadian or other legal jurisdiction that requires persons to register or be licensed with a regulatory body under that statute.
- 7.3. Any notice or list of statute requirements for registration or licence eligibility in any profession, occupation, trade or career field in Part 10: is included for notice purposes only and for no contract promise purpose; it is the Student's responsibility to determine what they may have to do post graduation to qualify to do specific work or join as a member any professional or vocational organization.
- 7.4. If the Institution provides information to the Student about what past Institution students or other persons may have achieved or experienced that will not constitute a promise, representation or warranty by the Institution that the Student will or is likely to have similar achievements, experiences or results.

## 8. Workplace Experience Programs

- 8.1. Unless agreed in Part 10, a workplace experience program involving the student studying with or working with, for or under the supervision of a third party that is not party to this Contract ("Workplace Proprietor-Host") will not be part of the Service Products provided by the Institution to the Student in this Contract.
- 8.2. If a workplace experience program is made part of the Service Products in this Contract all of the Parties' related rights and obligations – including those regarding program delivery, learning objectives, instruction, assessment, mentorship, credentialing, term periods, duration, payments, refunds, disputes or terminations - will be governed only by this Contract, including its Part 10.
- 8.3. Only the Institution will provide and be legally responsible for provision of the workplace program.
- 8.4. The Host will not independently provide or be responsible for provision of the program to the Student.
- 8.5. The Institution and Workplace Host will not jointly contract with the Student for the provision of the program and will not be legal or joint venture partners or each others legal agents and affiliates.

- 8.6. Any related contract between the Student and Workplace Host is not part of this Contract and the Institution will not be party to that Student and Host contract.
- 8.7. The Student will not be party to any contract between the Institution and Workplace Host
- 8.8. Standards of behaviour the Workplace Host expects of the Student and Institution representatives on the premises of the Workplace Host will be communicated to the Student and incorporated into this Contract.
- 8.9. The Institution and not the Workplace Host will be solely responsible for ensuring that Institution certification, program approval, site or facility approvals and other regulations are complied with.
- 8.10. Under this Contract, the Student will not receive payment for their participation in the workplace program.
- 8.11. If a Student and Workplace Host contract provides for payment to the Student the Institution, not being party to such contract, will: not be responsible or liable for any payment or other failure of the workplace host; have the right to terminate this component of the program if the Student and Workplace Host contract is considered by the Institution to be inappropriate or incompatible with this Contract.
  
- 8.12. Unless otherwise agreed, the Institution will be responsible for finding placements with Hosts.
- 8.13. Obligations of the Institution to provide the program will be conditional upon: the Institution finding a placement for the Student compliant with regulation and this Contract; the Student, under this Contract, and the Host, under its contract with the Institution, agreeing to the placement; the Institution and Host agreeing on the persons and processes the Host uses for the supervision and conduct of the workplace program.
- 8.14. If these conditions are not met or the Institution exercises its rights under this Contract to terminate the placement, the workplace component of the Program will cease and: termination will not impact this Contract or be cause for any claim of loss or contract breach; the Institution will provide and the Student will continue with replacement components of the Service Products.
- 8.15. If the Student's specific participation in the workplace program is terminated by the Student's withdrawal or the Institution's dismissal of the Student for reasons of the Institution or because the Host demanded the dismissal: the workplace component of the Program for the Student will cease and termination will not impact this Contract or be cause for any claim of loss or contract breach; the Institution will provide and the Student will continue with replacement components of the Service Products.

#### **PART 4 | ASSESSMENT SERVICES | CREDENTIALS**

##### **9. Student Assessment Systems and Services, Transcripts**

- 9.1. The Institution will provide assessment systems and services that fairly, impartially and objectively determine if the Student is meeting academic standards under this Contract and may or is likely to progress or graduate.
- 9.2. The Institution will: assemble and publish in print and digital form a final transcript that fully records the Student's academic history at the Institution and in the Program.

##### **10. Transcripts, Graduate Credentials, Declarations of Achievement**

- 10.1. The Institution will award the Student the graduate credential described in Part 10 only if the Student meets graduation standards set in Part 10 or other materials incorporated into this Contract.
- 10.2. The graduate credential will be a declaration of fact only regarding the Student's academic achievement and not a distinct product bought and sold under this Contract.
- 10.3. The Institution will provide final transcripts and graduation credentials to third parties at the Student's request, archivists and the Student at time of graduation, on demand or within a period agreed to in Part 10.

#### **PART 5 | STUDENT SUPPORT SERVICE PRODUCTS | THIRD PARTY CONTRACTS**

##### **11. Third Party Referral, Recruitment Or Other Services**

- 11.1. Subject to inclusion sections of this Contract, the Institution and Student have not appointed or authorized any third party as their agent or in any other legal capacity to: act on their behalf regarding this Contract; receive or pay money for them; or enter service and other contracts or incur legal obligations on their behalf.
- 11.2. Subject to inclusion sections, no contract between a Contract Party and a third party is part of this Contract.
- 11.3. If the Student pays money to a third party under a Student and third party contract that requires the third party to transmit money to the Institution for Student payments under this Contract, the Institution will not be party to or responsible for third party actions or failures under that Student and third party contract.

## 12. Immigration Services

- 12.1. The Institution will not, under this Contract, provide to the Student immigration services targeted at the Student's ability to enter or remain in Canada, to enroll in programs of study or for other purposes.
- 12.2. If the Institution and Student enter another contract under which the Institution will provide a form of immigration service that other contract will not be part of this Contract and that other contract, not this Contract, will govern the provision of those services and ensure services comply with all applicable laws.

## 13. Student Service Products

- 13.1. The Institution will, as described in Part 10, provide the Student with services to support the Student's academic and program work, future work or business objectives and personal affairs.
- 13.2. Unless otherwise agreed, no support services listed in Part 10 will survive this Contract.

## PART 6 | TUITION AND PROGRAM FEES | REFUNDS

### 14. Student Tuition and Program Fees

- 14.1. The Student will pay the Institution the tuition and fees set in Part 10.
- 14.2. Subject to section 2 and Part 10, tuition and other fees apply to the entire Program and not its parts.
- 14.3. For payments and refunds regarding programs of instruction encompassing courses or series of courses of training or instruction, the term tuition will include amounts paid for instruction or training and training time that are a required part of the program or related vocational and professional requirements; help the Student build skills and knowledge relevant to instruction and program learning objectives; are required to qualify the Student for graduation or later achievement of industry or statutory vocational and professional qualifications - including time required using specified technologies or equipment.

### 15. Tuition Refunds | Withdrawals or Dismissals

- 15.1. Termination will encompass withdrawal by the Student or dismissal of the Student by the Institution.
- 15.2. Refunds will be a percentage of total Contract fees less non-refundable fees and if fees due were not collected the Institution need not refund more than was collected and the Student must pay all fees due.
- 15.3. Upon termination the Institution will refund to the Student the fees and tuition amounts set in Part 10.

## PART 7 | STUDENT APPLICATIONS AND ADMISSIONS

### 16. Student Application, Admission Standards and Processes

- 16.1. The Student represents and warrants that the application information it submitted to the Institution to establish that they meet all Institution and Program admission standards- including language, academic and other standards- was true and complete in all respects.
- 16.2. The Student will immediately inform the Institution of any changes to the submitted application information.

### 17. Basis of Admission Decision

- 17.1. The Institution represents and warrants that admission standards described in Part 10 were applied fairly, impartially and without waiver by the Institution to the Student at time of admission and contract execution.
- 17.2. The Institution confirms that pre-contract admission decisions were made because the Student was determined by the Institution to be suited, given application information, to study at the Institution in the Program and capable of succeeding in and graduating from the Program in the set Program period.
- 17.3. Unless stated, the Institution did not consider past academic work or business and work experience.

## PART 8 | PERSONAL INFORMATION | CONSENTS | INTELLECTUAL PROPERTY | CONFIDENTIALITY

### 18. Personal Information Management

- 18.1. The Institution will collect, use, disseminate and manage the Student's personal information, as defined in law, in accordance with applicable federal, provincial or state laws and related consents.
- 18.2. Notwithstanding the generality of the foregoing subsection, the Institution will: include in the Student's physical and digital files all information required by law or this Contract; only use the Student's

personal information collected by the Institution for the purpose for which it was collected or for uses consistent with that purpose, unless the Student consents otherwise; provide the Student access to their files; include all information on or about the Student held by the Institution to be part of the Student's files.

**19. Consents | Student Loan Information Disclosure | International Student Program Disclosure**

- 19.1. The Student consents, subject to their withdrawal of consent and Part 10 of this Contract, to any collection, use or disclosure of any of their personal information, by, to or from any third party, government agency, private entity or the Institution, if it is for purposes set out in subsections below and Part 10.
- 19.2. The purposes will be: to determine if the Student meets admission or academic standards; effective program operations; student identification; statistical reporting; student payment management; to verify truthfulness and accuracy of information; to determine if the Student has complied with student loan and immigration standards; assignment to the Student by government of identification numbers; student protection and other contract, regulatory or quality management programs; archiving programs; incidental purposes.
- 19.3. The Student consents to the Institution using their name and photograph for promotions and operations.

**20. Intellectual Property | Institution Property | Student Works | Confidential Information**

- 20.1. The Institution holds rights to its logos, product names, designs, trademarks, curricula and program materials and grants to the Student a limited, non-transferable and non-exclusive license to use them during the contract period- and the Student will at all times protect and not harm the Institution's interests and rights.
- 20.2. If the Institution has rights to works produced by the Student when studying at the Institution under this Contract the Institution will assign absolutely all rights to the Student.
- 20.3. If the Student has rights to works produced by them when studying at the Institution they will retain all rights and give the Institution a non-exclusive, not time limited and irrevocable license to use them for non-commercial business and program purposes including entry of works in festivals or contests.
- 20.4. If the Institution authorizes the Student to access and use its Confidential Information that authorization will: extend only to uses associated with this Contract; not constitute a legal grant of rights; not be assignable or transferable; require the Student to access and use the information in confidence and trust for the benefit of the Institution; require the Student to return the information on demand and to not disclose, copy, reverse engineer or otherwise use the information in any way detrimental to the Institution's rights and interests.

**PART 9 | CONTRACT TERM | TERMINATION | DISPUTE RESOLUTION**

**21. Term and Termination of Contract**

- 21.1. The term of this Contract or for any program element will be that set out and described in Part 10.
- 21.2. If any onsite, online, distance learning, workplace or other program is self-paced with no firm end date tied to specific course and program completions this Contract will not be indeterminate and will terminate on the date set in Part 10.
- 21.3. After written notice the Student may terminate this Contract and withdraw for any reason.
- 21.4. The Institution may by written notice terminate this Contract if the Student: fails to pay fees due; knowingly provided incomplete or untrue application information; is found guilty of academic misconduct or dishonesty, including acts that threaten the integrity and reliability of assessments of student work; is found guilty of non-academic misconduct that has or reasonably may have an adverse affect on the proper function of the Institution or on the health, safety, rights, or property of the Institution or its staff and students.
- 21.5. If the Student does not register or begin studies on required dates the Institution will take reasonable measures to contact the Student to determine their intentions and may after a reasonable time terminate this Contract and any prior or included letter of acceptance.

**22. Dispute Resolution, Grade and Assessment Disputes**

- 22.1. The Parties will immediately report to the other Party all academic and other issues of Contract significance.
- 22.2. Either Party may initiate a complaint in writing and trigger this dispute resolution process.
- 22.3. Disputes will be addressed, managed and resolved in accordance with provisions set out in Part 10.

**PART 10 | STUDENT, INSTITUTION, SERVICE, REGULATOR INFORMATION | INCLUDE BELOW OR ATTACH**

**23. Jurisdiction and Agency of Regulation | British Columbia, Canada | Section 3 Contract**

- 23.1. Contract Section 3 | Private Training Act (PTA), Private Training Regulations (PTR) section 24(5)(e)
- 23.2. Governing Statute | Private Training Act [SBC 2015] CHAPTER 5.
- 23.3. Statutory Agency: Private Training Institutions Branch (PTIB), 203 - 1155 West Pender Street, Vancouver, BC, Canada V6E 2P4. **Email:** [PTI@gov.bc.ca](mailto:PTI@gov.bc.ca), **Telephone:** 604-569-0033, **Toll-free:** 1-800-661-7441, **Website:** [www.privatetraininginstitutions.gov.bc.ca](http://www.privatetraininginstitutions.gov.bc.ca)

<b>24. <u>Parties to Contract   Institution Information   Section 1 Contract</u></b>	
24.1. Institution Legal and Operating Names (if not an individual)   PTR 24(3)(a)	24.1 Canada Aviation Academy Incorporated; Canada Aviation Academy
24.2. Institution Legal and Operating Names (if an individual)   PTR 4(3)(b)	24.2
24.3. Mail Address, Telephone No., Email, Fax (location of program   PTR 24(3)(c)	24.3 30645 Aviation Way, Abbotsford, BC V2T 6H5 <a href="mailto:info@flycaa.ca">info@flycaa.ca</a>
24.4. PTA Certification   Registration   Interim Designation   Designation   ID#   PTR 24(3)(d)	24.4 Designated ID#03858
24.5. Geographic Area of Work Experience Component   PTR 24(4)(i)(iii)	24.5 N/A
<b>25. <u>Parties to Contract   Student Information   Section 1 Contract</u></b>	
25.1. Legal Name   Last Name   First Name   Middle Name   Usual First Name   PTR 24(3)(e)   S1 Contract	25.1
25.2. Mailing Address   PTR 24(3)(e)	25.2
25.3. Telephone Number   PTR 24(3)(e)	25.3
25.4. Email Address   PTR 24(3)(e)	25.4
25.5. International Student   Yes   No   Canadian Mail Address   PTR 24(3)(f)	25.5
25.6. Personal Education Number (If Assigned)   PTR 24(3)(g)	25.6 N/A
25.7. Date of Birth   Gender   PTR 24(3)(h)	25.7
25.8. Citizenship	25.8
<b>26. <u>Service Product, Program Information   Sections 5-8 Contract</u></b>	
26.1. Title of Program   PTR 24(4)(a)	26.1
26.2. Workplace Component Type   Clinical Placement, Coop, Practicum, Preceptorship.   PTR 15(1), 41(2)(f)	26.2 N/A
26.3. Program Requires Approval   Private Training Act (11)   PTR25   Tuition Protection Fund Applies (20-27)	26.3
26.4. Program Outline   PTR 1, 24(4)(b)   title - learning objectives (how workplace component relates to 41(2)) – method, intervals of student evaluation/assessment (workplace components, at least once PTR41(2)(b)(c), 41(6)) - completion requirements – course titles (part of program) - hours of instruction for each course - hours of instruction for work experience components - career occupation for which the program is intended (if applicable) - list of required course and program materials – credential awarded -	26.4

delivery methods.	
26.5. Hours of Instruction of the Program Provided During Contract Term   PTR24(4)(c)	26.5
26.6. Start Date   End Date   Of Program Providing During Contract Term   PTR24(4)(d)	26.6 Start:   End:
26.7. Start Date   End Date   Of Each Part of Program Providing During Contract Term   PTR24(4)(d)	26.7 N/A
26.8. Work Experience Component Dates   PTR24(4)(i)(iv)   May be subject to variation.	26.8 N/A
26.9. Final Termination Date for Self-Paced Programs	26.9 N/A
26.10. Program Duration   Number of Weeks of Program Instruction   PTR24(4)(e)	26.10
26.11. Number of Hours of Instruction During Work Experience Component   PTR24(4)(i)(v), 41(2)(e)	26.11 N/A
26.12. Language of Program   PTR24(4)(f)	26.12 English
26.13. Method of Program Delivery   PTR24(4)(g)	26.13 On- Site
26.14. Course Materials, Technological Resources Required and Not Provided by Institution   PTR24(4)(h)	26.14 Transport Canada Guides and Publications, available online.
26.15. Credential Granted On Completion of Program   PTR24(4)(j)   Diploma, Certificate, Other	26.15 Diploma
26.16. Program Admission Requirements   PTR24(4)(k)   Not Waivable by Student or Institution	26.16
26.17. Program Admission Requirements   Student Work Experience Participation   PTR24(4)(i)(i), 41(2)(d)	26.17 N/A
26.18. Costs for Student to Complete Work Experience Component   See Program Costs and Tuition   24(4)(i)(ii)	26.18 N/A
26.19. Activities Student Will Undertake During Work Experience Component   PTR41(4)	26.19 N/A
26.20. If program leads to employment in a career occupation regulated by a regulator include requirements of the regulator for employment in the career occupation include those requirements (PTR24(5)(f)).	26.20 <b>Notice to Student:</b> Inclusion of this statement is subject to and does not override 7(1-3) of this Contract. These decisions of statutory authorities are beyond control of the Institution whether or not admission to body or the right to work in the sector involves requirements beyond graduation from this program.
<b>27. <u>Program Costs   Refunds   Section 14-15 Contract</u></b>	
27.1. Total Tuition Payable for the Program Payable During Contract Term   PTR24(4)(l)   See s.28 Limits	27.1
27.2. Additional Administrative, Application, Assessment, Materials, Other Mandatory Fees   PTR24(5)	27.2
27.3. Installment Payments   Two or more equal installments if program longer than six months   PTR29(1)	27.3
27.4. Other Payment Terms and Methods of Payment.   PTR24(5)(c)   List Currency	27.4
27.5. Work Experience Component Costs   PTR24(4)(i)(ii)	27.5 N/A

**28. Personal Information | Sections 18-20 Contract**

28.1. Under the BC Personal Information Act or other similar and application statutes or common law, the Student is entitled to access their student file (of the Institution) and pursuant to applicable personal information protection statutes or in their absence, the Student may request access to their student file at any time and the Institution will provide that access.

28.2. Pursuant to section 24(6) of the Private Training Regulations the following statements are made by the Institution to the Student.

"Please be advised that under section 61 of the Private Training Act, the Registrar is authorized to collect, use and disclose personal information in accordance with the Registrar's regulatory duties under that Act. Accordingly, this institution is authorized to disclose your personal information to the Registrar for regulatory purposes."

"I consent to the sharing, in accordance with applicable provincial or federal personal information protection and privacy legislation, of my enrolment and reporting information between the Institution and Immigration, Refugees and Citizenship Canada, as necessary, for the purposes of the International Student Program."

28.3. **Refunds | Notice to Student | PTR24(5)(d) |** In the case of withdrawal or dismissal the Institution will refund to the Student the funds and amounts it must refund under sections 30-32 of the Private Training Regulations passed pursuant to the Private Training Act which are attached and included in this Contract.

**29. Institution Policies | Section 2 Contract**

29.1. The Student has read, understood and agreed to, where they are part of this Contract or exist independently outside this Contract: Institution policies regarding admission, dismissal, work experience (as applicable), attendance, withdrawal, dispute resolution, student support services and grade appeals; and program outlines.

**30. Student Support Services | Section 13 Contract**

30.1. The Institution will have management and workers (named in this Part 10) to provide the Student with information on: this Student Contract; Institution policies, whether those policies are part of this Contract or not; financial aid and financial aid administration; healthcare and counseling services; workplace, career and job placement services; food and housing services; tutoring or other academic support services; community and cultural information; childcare services; housing and accommodation services; transportation services; or other services not essential to provision of the Service Products under this Contract.

**31. Dispute Resolution | Section 22 Contract**

31.1. If contract or other disputes arise the student will immediately present in writing all relevant facts and arguments.

31.2. The student must provide the complaint to the Student Coordinator. If Student Coordinator is absent the student must provide the complaint to the Chief Flight Instructor (CFI). If the Student Coordinator or CFI are named in the complaint then the written complaint must be handed over to the President.

31.3. The parties involved in the dispute will be first heard separately and then together by the person handling the complaint who would then try to resolve the dispute with informal negotiations.

31.4. Written reasons for the determination will be provided to the student within 30 days after the date on which the complaint was made.

31.5. The student making the complaint may be represented by an agent or a lawyer.

31.6. If it is a contract dispute and dispute is unresolved after informal negotiations, then a separate contract between the Parties may be agreed to for the purposes of resolving the matter by way of mediation or arbitration.

31.7. If the disputes are unresolved after informal negotiations, the student may file a complaint with the Private Training Institutions Branch ([www.privatetraininginstitutions.gov.bc.ca](http://www.privatetraininginstitutions.gov.bc.ca)).

31.8. The Institution will keep a record of all complaints filed for the past five years and reasons for decisions rendered. Records relating to disputes involving the Student will be in student records the Student can access.

31.9. Names of the above mentioned positions for the Institution will be given to the Student.

**PART 10 CONTINUED**

**EXTRACT FROM PRIVATE TRAINING REGULATIONS:**

**Tuition refund policy compliance standards**

**30**

- (1) A certified institution must establish a written tuition refund policy that complies with this Division.
- (2) A certified institution must not accept any tuition payable for a program of instruction unless the institution has done one of the following:
- (a) posted the institution's tuition refund policy on the institution's website, if the institution has a website;
  - (b) provided the student with a copy of the tuition refund policy.
- (3) A certified institution that receives tuition from a student, or a person on behalf of a student, must refund the student, or the person who paid on behalf of the student, the tuition that was paid in relation to an approved program of instruction in which the student is enrolled in the following circumstances:
- (a) if the certified institution receives a notice of withdrawal from the student no later than 7 days after the effective contract date and before the start date referred to in section 26.6 of this contract;
  - (b) if the student, or other signatory, signs the student enrolment contract 7 days or less before the start date referred to in section 26.6 of this contract and the certified institution receives a notice of withdrawal from the student between the date the student, or other signatory, signed the student enrolment contract and the start date referred to in section 26.6 of this contract;
  - (c) if
    - (i) the student does not attend a work experience component, and
    - (ii) the certified institution does not provide all of the hours of instruction of the work experience component of a program of instruction within 30 days of the end date referred to in section 26.6 of this contract.
- (4) Subsection (2) does not apply if the effective contract date is a date before the date this section comes into force.

**Tuition and fee refund compliance standards**

**31**

- (1) A certified institution must refund the tuition for a program of instruction and all related fees paid by a student or a person on behalf of a student enrolled in an approved program of instruction, if both of the following apply:
- (a) the student is enrolled in the program of instruction 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.
- (2) If a student does not attend any of the first 30% of the hours of instruction, referred to in section 26.5 of this contract, of an approved program of instruction, a certified institution may retain up to 50% of the tuition paid under the student enrolment contract.
- (3) Subsection (2) does not apply in relation to a program of instruction that is provided solely through distance education.

**Tuition refund compliance standards: withdrawal and dismissal from approved program of instruction**

**32**

- (1) If a certified institution receives a notice of withdrawal from a student more than 7 days after the effective contract date and at least 30 days before the start date referred to in section 26.6 of this contract, the institution may retain up to 10% of the tuition due under the student enrolment contract, up to a maximum of \$1 000.

(2) If a certified institution receives a notice of withdrawal from a student more than 7 days after the effective contract date and less than 30 days before the start date referred to in section 26.6 of this contract, the institution may retain up to 20% of the tuition due under the student enrolment contract, up to a maximum of \$1 300.

(3) If a certified institution receives a notice of withdrawal from a student

(a) after the start date referred to in section 26.6 of this contract and up to and including the date on which 10% of the hours of instruction, referred to in section 26.5 of this contract, of the program of instruction have been provided, the institution may retain up to 30% of the tuition due under the student enrolment contract, or

(b) after the date on which more than 10% but before the date on which 30% of the hours of instruction, referred to in section 26.5 of this contract, of the program of instruction have been provided, the institution may retain up to 50% of the tuition due under the student enrolment contract.

(4) If a certified institution

(a) provides a notice of dismissal to a student, and

(b) has, on the date the certified institution delivers the notice to the student, provided

(i) 10% or less of the hours of instruction, referred to in section 26.5 of this contract, of the program of instruction, the institution may retain up to 30% of the tuition due under the student enrolment contract, or

(ii) more than 10% but less than 30% of the hours of instruction, referred to in section 26.5 of this contract, of the program of instruction, the institution may retain up to 50% of the tuition due under the student enrolment contract.

(5) Subsections (3) and (4) do not apply in relation to a program of instruction that is provided solely through distance education.