

CANCELLATION AND REFUND POLICY

Applicable to Students Enrolled at Avocational ESL Institutions

Standard VII-B Cancellation and Refunds: Cancellation and tuition refund policies comply with applicable federal and state laws and regulations and ACCET policies. Written policies covering cancellation and refund policies pertaining to cancellations, withdrawals, and terminations are clearly stated to prospective enrollees before enrollment, consistently followed, and publicly available. Refunds are calculated from the last date of attendance and are promptly made.

Rationale: ACCET accredited institutions seek to promote good will through the use of explicitly stated, fair and equitable cancellation and refund practices pertaining to cancellations, withdrawals, and terminations that take into consideration:

1. The legitimate reasons why an applicant or student may not be able to either start or complete the training; and
2. The reasonable expenses incurred by the institution.

As established in this policy, the requirements are to be considered the minimum acceptable standards for making refunds. Institutions may incorporate more generous policies and procedures which the Commission encourages.

General Requirements:

1. An institution must have an equitable, clearly defined, and uniformly administered cancellation and refund policy for cancellations, withdrawals and terminations.
2. If the state mandates a cancellation and refund policy, the institution must demonstrate compliance with that policy, as well as with any unique requirements of ACCET's policy. The institution must compare the state's policy against ACCET's and follow the one that is consistently more lenient towards the student. If the state does not have a required policy or the institution is not required to be licensed by the state, the institution must follow the policy as delineated in this document.
3. An institution must provide prospective students enrollment/application documents in English that include the cancellation and refund policy. The institution must also ensure that the application/enrollment documents are either translated and provided in hard copy or orally translated into a language that the student understands. The student must verify and attest that he or she understands the content.

4. Because of federal regulations requiring institutions to report changes in student status, an institution must require written notification of withdrawal from the student as a condition for making refunds.
5. An institution that enrolls students for multiple terms of study that exceed twelve (12) months may not bill for a period in excess of twelve (12) month increments. Refund computations will apply to the current term at the time of withdrawal.
6. If the institution utilizes an authorized overseas agent for recruiting students, the institution must inform the student of its contractual relationship with the agent and how that relationship will affect the ability of the student to obtain a refund. In addition, the institution must document that the refund has been made on behalf of the student to the agent.

Refund Due Dates:

1. If an applicant never attends class (no-show) or cancels the contract prior to the class start date, all refunds due will be made within forty-five (45) calendar days of the first scheduled day of class or the date of cancellation, whichever is earlier.
2. For an enrolled student, the refund due will be calculated using the last date of attendance (LDA) and be paid within forty-five (45) calendar days from the documented date of determination. The date of determination is the date the student gives written notice of withdrawal to the institution or the date the institution terminates the student due to the student's failure to adhere to the institution's attendance, conduct, or student progress policy.

Cancellations:

1. Rejection of Applicant: If an applicant is rejected for enrollment by an institution, or if a prospective student has his/her visa application rejected, a full refund of all monies paid, less non-refundable charges, will be made.
2. Program Cancellation: If an institution cancels a program subsequent to a student's enrollment, the institution will refund all monies paid by the student.
3. Cancellation Prior to the Start of Class or No Show: Except under the circumstance identified in # 4 below, if an applicant accepted by the institution cancels prior to the start of scheduled classes or never attends class (no show), the institution will refund all monies paid, less any actual housing costs incurred by the institution and a maximum total of \$500 identified non-refundable charges including any application/registration fee, courier fees, and travel cancellation insurance, if such charges are clearly noted in the enrollment agreement as being non-refundable.

4. Cancellation Prior to the Start of Class or No Show: If an applicant accepted by the institution enters the United States on an I-20 obtained through the institution and subsequently cancels prior to the start of scheduled classes or never attends class (no show), the institution may retain:
 - For a program of less than 12 weeks, all the tuition charges for up to four weeks of the first term/session, actual housing costs incurred by the institution, and a maximum total of \$500 for non-refundable charges including any application/registration fees, courier fees, and travel cancellation insurance, if such charges are clearly noted in the enrollment agreement as being non-refundable.
 - For a program of 12 weeks or more, all the tuition charges for up to six weeks of the first term/session, any actual housing costs incurred by the institution and, a maximum total of total of \$500 for non-refundable charges, including any application/registration fee, courier fees, and travel cancellation insurance, if such charges are clearly noted in the enrollment agreement as being non-refundable.

Withdrawal or Termination After Start of Class:

1. The institution is not obligated to make refunds to students who are terminated due to violation of the institution's written disciplinary and/or attendance policies or local, state, or federal law.
2. First Term/Session – Four Weeks or Less: The institution may retain all the tuition charges for the term/session.
3. First Term/session – Greater than Four Weeks: For students who withdraw at any point in the first four weeks, the institution may retain the charges applicable to the first four weeks. For students who withdraw after the first four weeks but before or at the mid-point of the term/session, the institution may retain a prorated amount of tuition. For students who withdraw after the midpoint, the institution may retain all of the charges for that term.
4. Prorated refunds will be calculated on a weekly basis. When determining the number of weeks, the institution will consider a partial week the same as if a whole week were completed, provided the student was present at least one day during the scheduled week.
5. Subsequent Terms/Sessions: For students who withdraw after completing the first term/session but before or at the midpoint of any subsequent term/session, the institution may retain a prorated amount of tuition up to the midpoint. For students who withdraw after the midpoint of any subsequent session, the institution may retain all of the tuition for that term/session.

Charges Other Than Tuition:

1. All extra costs, such as books, supplies, equipment, laboratory fees, rentals and any similar charges not included in the tuition, must be clearly stated in the enrollment/application documents. Such charges are not subject to the refund computation but are limited to those materials that are distributed and attributable to the portion of the program in which the student is enrolled. Non-refundable charges must be explicitly stated on the enrollment/application documents.
2. If applicable, students are bound by the terms as defined in any student housing agreements.