

Fee Refund Policy

Full refunds

Ontario Truck Driving School shall refund all of the fees paid by a student under a contract for the provision of a training program in the following circumstances:

- (a) The contract is rescinded by a person within two days of receiving a copy of the contract
- (b) Ontario Truck Driving School discontinues the program before the student completes the program
- (c) Ontario Truck Driving School expels the student in a manner or for reasons that are contrary to the expulsion policy.

A refund is payable by OTDS within 30 days of the day the student delivers to the college,

- (a) a written demand for the refund.

A refund will not be issued unless the student gives OTDS a written demand for the refund.

Partial refund where student does not commence program

If a student is admitted to a program, pays fees to OTDS in respect of the program and subsequently does not commence the program, the college shall refund part of the fees paid by the student in the following circumstances:

- (a) The student gives the college notice that he or she is withdrawing from the program before the day the program commences.
- (b) In the case of a student who is admitted to a program on the condition that the student meet specified admission requirements before the day the program commences, the student fails to meet the requirements before that day.
- (c) The student does not attend the program during the first 14 days that follow the day the program commenced and the college gives written notice to the student that it is cancelling the contract no later than 45 days after the day the program has commenced.

The amount of a refund shall be an amount that is equal to the full amount paid by the student for the vocational program, less an amount equal to the lesser of 20 per cent of the full amount of the fee and \$500.

A refund is payable,

- (a) within 30 days of the day the student gives notice of withdrawing from the program;
- (b) within 30 days of the day the program commences; and
- (c) within 45 days of the day the program commences.

It is a condition of a contract for the provision of a program that OTDS may cancel the contract within 45 days of the day the program commences if the person who entered the contract with the college fails to attend the program during the 14 days that follow the day the program commences.

If OTDS wishes to cancel a contract, it shall give written notice of the cancellation to the other party to the contract within 45 days of the day the program commences.

Partial refunds: withdrawals and expulsions after program commenced

OTDS shall give a student who commences a program a refund of part of the fees paid in respect of the program if, at a time during the program,

- (a) the student withdraws from the program after the program has commenced; or
- (b) the student is expelled from the program in circumstances where the expulsion is permitted as per the OTDS expulsion policy.

OTDS shall pay a partial refund only if the withdrawal or expulsion from the vocational program occurs at a time during the program determined in accordance with the following rules:

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

If the student withdraws or is expelled from a program within the first half of a period, the amount of the refund that OTDS shall pay the student shall be equal to the full amount of the fees paid in respect of the program less,

- (a) an amount that is equal to the lesser of 20 per cent of the full amount of the fees in respect of the program and \$500; and
- (b) the portion of the fees in respect of the portion of the period that had elapsed at the time of the withdrawal or expulsion.

If the student withdraws or is expelled from a program during the second half of a period, OTDS is not required to pay the student any refund in respect of that period.

OTDS shall refund the full amount of fees paid in respect of a period that had not yet commenced at the time of the withdrawal or expulsion.

No retention of refund

OTDS shall not retain, by way of deduction or set-off, any refund of fees payable to a student in order to recover an amount owed by the student in respect of any service or program other than a program offered by OTDS.

Treatment of books and equipment

In calculating a refund, OTDS may retain the retail cost of books or equipment that OTDS supplied to the student if the student,

- (a) fails to return the books or equipment to OTDS within 10 days of the student's withdrawal or expulsion from the program, or
- (b) returns the books or equipment to OTDS within the 10-day period referred to clause (a), but fails to return it unopened or in the same state it was in when supplied.

Currency

Any refund of fees that OTDS is required to pay shall be paid in Canadian dollars.