

## TERMS & CONDITIONS 2022-2023

### REFUND POLICY

#### FEES

The Registration fee and Accommodation placement fee are non-refundable. Refunds are made to the original payer. Refunds are calculated according to the date of withdrawal by written notice, not according to the date the notice was received. Refunds are calculated by week, not by day, and based on the funds received by LAB. All refunds are issued within 30 days for LAB Vancouver and 45 days for LAB Montréal of receiving written notice of withdrawal or change. All requests for refunds must be received by LAB in writing, dated and signed by the student requesting the refund. Disputes regarding the refund policy must be received in writing, addressed to the Campus Director, within 14 days of receipt of a refund from LAB. A response can be expected from LAB within 7 working days from the date the notification of dispute is received. Customized programs, package programs and private tutoring follow their own refund policy if a separate terms and conditions are set for the program. Students booking a course of 6 months or longer at LAB Vancouver, have the option to pay in two instalments.

#### TUITION

Refunds are based on net funds received by LAB and a written notice is required. No refund will be granted to a student who is dismissed from the program due to false documents, or due to a breach of law, policy or regulation as determined by the Canadian government. If you withdraw from the course, you will need to demonstrate that you are leaving the country or provide present proof that you have re-applied for a visa and that your stay in the country is lawful. The Government of Canada may require LAB to submit data about your school attendance. Any program changes resulting in a shorter study period or length than original registration will be deemed a withdrawal, and the refund will be calculated as follows:

#### LAB VANCOUVER

##### Before program start:

1. Withdrawal within 7 calendar days after contract made: Full tuition refund minus \$250 or 5% of tuition, whichever is less.
2. Withdrawal 30 calendar days or more before original start date and more than 7 calendar days after contract made: Full tuition refund minus \$1000 or 10% of tuition, whichever is less.
3. Withdrawal less than 30 calendar days before original start date and more than 7 calendar days after contract made: Full tuition refund minus \$1300 or 20% of tuition, whichever is less.

##### After program start:

1. Withdrawal or dismissal within first 10% of program: 70% refund
2. Withdrawal or dismissal between 10% and before 30% of program completed: 50% refund
3. Withdrawal or dismissal after 30% of program completed: no refund

#### LAB MONTRÉAL

##### Before program start:

1. Less than 7 calendar days after your registration and before the program start date: 90% of your tuition fee refunded.
2. More than 7 calendar days after registration and 30 days or more before the program start date: 75% of your tuition fee refunded.
3. More than 7 calendar days after your registration and less than 30 calendar days before the start of your program: 60% of your tuition fee refunded.

##### After program start:

1. Withdrawal or dismissal within first 10% of program: 50% refund
2. Withdrawal or dismissal between 10% and before 30% of program completed: 30% refund
3. Withdrawal or dismissal after 30% of program completed: no refund

#### Declined visa:

In situations when the visa is declined, LAB will give a full refund based on funds received less the registration fee, accommodation placement fee, and all bank transfer charges. LAB needs to be notified in writing prior of the program start date that the student's visa was denied. A copy of the denial letter from the Canadian Embassy must be provided to LAB at that time. If LAB is notified after the program start date without any previous notification about visa delay or denial, a \$200 administration fee will be added on top of the registration fee, accommodation placement

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fee, and bank transfer charges withheld from the refund. Where a student did not meet the LAB and/or program specific minimum requirements for admission through no misrepresentation or fault of their own, all tuition and fees paid under the contract are refundable, less the applicable non-refundable student application or registration fee.

## WITHDRAWAL POLICY

1. A student may be entitled to a refund of tuition fees in the event that the student provides written notice to LAB that he or she is withdrawing from the program, or the student is asked to withdraw (See Dismissal Policy).
2. The written notice of withdrawal may be delivered in any manner provided that a receipt or other verification is available that indicates the date on which the notice is delivered, such as email, letter, etc.
3. The notice of withdrawal is deemed to be effective from the date it is delivered.
4. The refund to which a student is entitled is calculated on the total tuition fees due under the contract. Where total tuition fees have not yet been collected, LAB is not responsible for refunding more than has been collected to date and a student may be required to make up for monies due under the contract.
5. If LAB has received fees in excess of the amount it is entitled to under the student contract, the excess amount is refunded.
6. Refunds owed to students are paid within 30 days for LAB Vancouver and 45 days for LAB Montréal of receiving written notification of withdrawal received by LAB and all required supporting documentation.

## SCHOOL POLICIES

1. Admission Policy – Students must satisfy immigration requirements, pay all fees, and agree to LAB Policies and Procedures.
2. Medical Insurance Policy – The student must have medical insurance while studying at LAB.
3. English/French Only Policy – Students must speak only English or French (LAB Montréal) in school or during school outings.
4. Student Attendance policy – Students must maintain at least 80% attendance. Failure to do so may result in withholding of graduation certificate.
5. Academic policy - To pass their course/level students must obtain a grade of 80% or above.
6. Student Information policy – Students must keep their contact details up to date.
7. Behaviour – Students must act appropriately towards staff, other students, and the school. LAB does not tolerate the use of illegal substances. Behaviour that is found to be unacceptable may result in written disciplinary warnings. LAB reserves the right to accompany any written warnings with suspension from LAB.
8. Safety Policy – LAB is committed to providing a safe environment for students, instructors and employees. LAB makes every effort to ensure all machinery and equipment are properly maintained and any required safety devices are in working order. Any concerns or issues must be reported to the campus director or delegate.
9. Use and Disclosure of Personal Information – The information that students have provided to LAB is collected under the Freedom of Information and Protection of Privacy Act. The information will be used to facilitate our registration procedures, maintain academic history, administer, evaluate and market programs for statistical purposes. Their personal information is protected and can be viewed upon request. LAB reserves the right to inform recruiters and parents of any students under the age of 19 (18 for LAB Montréal) regarding class marks and attendance, program changes and cancellations, and any actions or behaviors that contravene any of LAB's policies. LAB reserves the right to inform Immigration, Refugees and Citizenship Canada of any cancellations and of students who do not show up for their intended program of study.

## ATTENDANCE POLICY

LAB has the following expectations with regards to students' attendance. Students must:

1. Report any absence due to illness (or other valid reasons) to LAB on the first and each subsequent day of absence either by leaving a message on the LAB telephone system, by calling the school prior to 9 am, or by sending an e-mail.
3. Students must maintain an attendance average of at least 80% to receive a graduation certificate.

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## DISMISSAL POLICY

LAB expects its students to meet all admission requirements and adhere to a code of conduct during their studies. Behaviour that is found to be unacceptable may result in written disciplinary warnings. LAB reserves the right to accompany any written warnings with a suspension.

### Code of Conduct

Expectations for Students:

1. Attend classes in accordance with LAB Attendance Policy
2. Act appropriately towards staff, other students and the school
3. LAB does not tolerate the use of illegal substances
4. Abstain from cell phone use in class unless permission is given.
5. Communicate in English only or French (LAB Montréal)

Any of the following, if substantiated will result in immediate dismissal without a warning letter or probationary period. Any illegal activity will be reported to the police:

1. Physical assault or other violent acts committed on or off LAB's campus against any student.
2. Verbal abuse or threat.
3. Vandalism of LAB property.
4. Theft.

### Dismissal Procedure

1. All concerns relating to student misconduct shall be directed to the campus director or delegate. Concerns may be brought forward by staff, students or the public. Concerns may be brought forward personally. Formal complaints must be in writing.
2. The campus director or delegate will arrange to meet with the student to discuss the concern within 5 school days of receiving the formal complaint. The meeting must be documented.
3. Following the meeting with the student, the campus director or delegate will conduct further investigation to determine whether the concerns can be substantiated. The results of the investigation must be documented.
4. Any additional investigation shall be completed within 5 school days of the initial meeting with the student. The results of the additional investigation must be documented.
5. The campus director or delegate will meet with the student and do one of the following:
  - a. Determine that the concern(s) were not substantiated;
  - b. Determine that the concern(s) were substantiated in whole or in part, and depending upon severity, either:
    - a. Give the student a verbal warning and set out consequences for further misconduct
    - b. Give the student a written warning and set out consequences for further misconduct
    - c. Set a probationary period with appropriate conditions set out in a probationary letter;Recommend verbally and in writing that the student be dismissed from LAB. A Letter of Dismissal will be issued to the student.
6. The campus director or delegate will prepare a written summary of the findings, substantiated by the documentation collected and:
  - a. A copy of the summary will be given to the student
  - b. The original will be placed in the students' file and the Dispute Resolution binder.
7. If the student is issued a written warning or is placed on probation, the campus director or delegate, and the student, will both sign the warning or probationary letter and the will receive a copy. The original will be placed in the student's file.
8. If the recommendation is to dismiss the student, the campus director or delegate will then meet with the student to formally dismiss him/her from study at LAB. The campus director or delegate will provide the student a Letter of Dismissal and a calculation of refund due or tuition owing.
9. If a refund is due according to LAB's refund policy, the campus director or delegate will ensure that a refund is forwarded to the student within 30 days of the dismissal (45 days for LAB Montréal).
10. If the student owes tuition or other fees to LAB, the campus director or delegate may undertake the collection of the amount owing.

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## ADMISSION POLICY

1. **Be 16 years old by the first day of class**, except camps and customized group programs.
2. **Meet Canadian visa requirements**  
Refer to the nearest Canadian embassy or consulate to ensure there is sufficient time to obtain the proper documents. For study in Canada longer than six months, a student must have a visa before arriving in Canada.
3. **Have medical insurance while studying at LAB**  
Proper medical insurance should be obtained prior to leaving a student's country; alternatively, LAB can offer comprehensive medical protection. Contact LAB for more information about our medical insurance and prices to obtain.
4. **Agree with all LAB Policies and Procedures**

## PRIVACY POLICY

Under the Freedom of Information and Protection of Privacy Act students are entitled to access their student file. The personal information collected will only be used for the purpose for which it was originally collected or for a use consistent with that purpose, unless the student consents to other use. LAB reserves the right to inform Immigration, Refugees and Citizenship Canada of student status, including any cancellations, and of students who do not show up for their intended program of study.

LAB reserves the right to inform recruiters and parents of any students under the age of 19 (18 for LAB Montréal) regarding class marks and attendance, program changes and cancellations, and any actions or behaviors that contravene any of LAB's policies.

Canadian confidentiality laws require any adult (18+) to give permission for information about their studies to be shown to a third party. As such, for the purpose of sending progress reports to the agents or family members, a confidentiality/authorization form will be signed by students.

## DISPUTE RESOLUTION

LAB provides an opportunity for students to resolve disputes of a serious nature in a fair and equitable manner. The policy applies to all LAB students who are currently attending or have attended 30 days prior.

### Procedure for Student Disputes

1. When a concern arises, the student should address the concern with the individual most directly involved. The student and individual most directly involved, should try to work out a solution to the issue that is mutually satisfactory.
2. If the student is not satisfied with the outcome at this level, the student must put his/her concern in writing and request a meeting with the campus director or delegate who will attempt to resolve the issue for the student.
3. At the meeting, the campus director or delegate, will discuss the concern and desired resolution, as soon as possible, but within five school days of receiving the student's written concern. The meeting will be documented.
4. Following the meeting with the student, the campus director or delegate will conduct enquiries and/or investigations necessary and appropriate to determine whether the student's concerns are substantiated in whole or in part. Those inquiries may involve further discussion(s) with the student either individually or with appropriate LAB personnel. The results of the investigation will be documented.
5. The necessary enquiries and/or investigations shall be completed, and a response provided in writing to all involved as soon as possible, but no later than ten school days following the receipt of the student's written concerns. Two options are then available to the campus director or delegate:
  - a. If it is determined that the student's concerns are not substantiated, he/she, on behalf of LAB will provide a written explanation of the decision and deny the complaint; or
  - b. If it is determined that the student's concerns are substantiated in whole or in part, LAB will propose a resolution. The student will have five school days to appeal the decision. A copy of the decision and all supporting materials shall be given to the student, a copy will be placed in the LAB Dispute Binder and the original will be placed in the student file.
6. If the student is not satisfied with the determination of the campus director or delegate, the student must advise the campus director or delegate as soon as possible but within five school days of being informed of the determination.
7. The President of LAB will review the matter and may meet with the student as soon as possible but within ten school days of receipt of the student's appeal. The original decision will either be confirmed or varied by the President in writing within 5 school days after meeting the student. At this point the LAB's Dispute Resolution Process will be considered exhausted.
8. The student, once the LAB dispute resolution process is complete, may file a complaint with Languages Canada and, for LAB Vancouver, the Private Training Institutions Branch (PTIB) if he/she feels the institution misled the student regarding the institution or any aspect of its operations.

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## GRADE APPEAL POLICY

LAB provides an opportunity for students to appeal grades in a fair and equitable manner. The policy applies to all LAB students who are currently attending or have attended 30 days prior to submitting their concern to the campus director or delegate.

1. If a student is dissatisfied with a grade received and can provide evidence that a higher grade is warranted, he/she should discuss with his/her instructor. The instructor will reconsider the grade and, if warranted, assign a different grade.
2. If the student is not satisfied with the outcome of his/her appeal to the instructor, he/she should submit a written appeal to the campus director or delegate.
3. The campus director or delegate, will obtain a copy of the assignment/test in question from the instructor and will have another instructor conduct a review.
4. If the assessment achieves a higher grade on re-mark, the higher grade will be assigned to the student. If the assessment achieves a lower grade on re-mark, the original grade will be retained.
5. Once the re-assessment is complete, the campus director or delegate will review the process and, once his/her review is complete, the grade will be considered final and cannot be appealed.
6. The decisions on the grade appeal will be provided to students within 15 school days of the campus director or delegate's receipt of the written complaint.

## Statement of rights

Languages Across Borders is certified with the Private Training Institutions Branch (PTIB) of the British Columbia Ministry of Advanced Education and Skills Training.

Before you enroll at a certified private training institution, you should be aware of your rights and responsibilities.

You have the right to be treated **fairly** and **respectfully** by the institution.

You have the right to a **student enrolment contract** that includes the following information:

- amount of tuition and any additional fee for your program
- refund policy
- if your program includes a work experience, the requirements to participate in the work experience and the geographic area where it will be provided
- whether the program was approved by PTIB or does not require approval

Make sure you read the contract before signing. The institution must provide you with a signed copy.

You have the right to access the institution's **dispute resolution process** and to be **protected against retaliation** for making a complaint.

You have the right to make a claim to PTIB for a tuition refund if:

- your institution ceased to hold a certificate before you completed an approved program
- you were misled about a significant aspect of your approved program

You must file the claim within **one year** of completing, being dismissed or withdrawing from your program.

For more information about PTIB and how to be an informed student, go to: <http://www.privatetraininginstitutions.gov.bc.ca/students/be-aninformed-student>.

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