

**WASHINGTON 490-100-040 CANCELLATION AND REFUND POLICY  
(SEE RCW 28C.10.050(1) (b))**

**A. REFUND BEFORE ENTERING CLASS**

(1) A full refund of all money paid if the applicant is not accepted by the school; (2) A full refund of money paid if the applicant withdraws not later than midnight on the fifth business day (excluding Sundays and holidays) after signing the contract or making an initial payment, provided that the applicant has not commenced training; (3) After five business days (excluding Sundays and holidays), the school may retain an established registration fee equal to ten percent of the total tuition costs, or one hundred dollars, whichever is less. "Registration fee" refers to any fee, however named, covering those expenses incurred by an institution in processing student applications and establishing a student records system;

**B. OFFICIAL TERMINATION DATE**

The official date of termination of a student shall be the last date of recorded attendance when withdrawal occurs in any of the following manners: (1) When the school receives notice of the student's intention to discontinue the training. (2) When the student is terminated for a violation of a published school policy which provides for termination. (3) When a student, without notice to the institution, fails to attend classes for 30 calendar days.

**C. REFUND AFTER ENTERING CLASSES**

If training is terminated after entering classes, the student is financially obligated to the school according to the following formulas or maximum charges: (1) If you terminate during the first week or 10% of contracted instructional time, whichever is less. School may retain 10% of tuition cost plus registration fee (equal to 10% of the total tuition cost, or \$100, whichever is less). (2) If you terminate after the first week or 10% of contracted instructional time, whichever is less, but prior to completion of 25% of contracted instructional time, the school may retain 25% of the tuition cost plus registration fee established under section (A3). (3) Termination after completion of first 25% and up to and including 50% of contracted instructional time. School may retain 50% of tuition cost plus registration fee established under section (A 3). (4) Termination after completion of more than 50% of contracted instructional time. School may retain the full tuition cost plus registration fee established under section (A3).

**DISCONTINUED PROGRAMS**

(1) If a school continues to operate under its license but discontinues instruction in any program after training of students has begun, the students enrolled in the discontinued program are entitled to a pro rata refund of all tuition and fees paid unless comparable training is arranged by the school to be provided at another public or private vocational school and such arrangements are agreed to in writing by the student except as provided by WAC 490-100-220(4). (2) Notice in advance of the discontinuance must be provided to the agency and to the students in writing, including at the least data required under WAC 490-100-220(2). (3) The term "discontinued" generally applies to the elimination by the school of a particular course offering prior to its completion. However, if the term includes circumstances where program(s) commenced at a specific location under terms of an enrollment agreement are relocated to substituted physical site (4) A student affected by relocation may voluntarily accept transportation and other arrangements offered by the school in order to continue his/her training or may file a refund claim (5) Requests for refunds pursuant to this provision must be made in writing by the enrolled student within 90 calendar days following discontinuation of the program. Money due the applicant/student shall be refunded within 30 calendar days after receipt of the request.

**TERMINATION BY THE SCHOOL**

A student who fails to maintain satisfactory progress, violates safety regulations, interferes with other students' work, is boisterous, vulgar or obscene, under the influence of alcohol or drugs, or does not make timely tuition payments is subject to immediate termination.

**CANCELLATION OF CLASSES**

The school reserves the right to cancel a starting class if the number of students enrolling is deemed insufficient. Such cancellation will be considered a rejection by the school and the student is entitled to a full refund of all money paid.

**CANCELLATION OF CONTRACT:** You may cancel this contract by providing written notice of such cancellation to the school at its address shown on the contract, which notice shall be postmarked not later than midnight of the fifth business day (excluding Sundays and Holidays) following your signing this contract, or the written notice may be personally or otherwise delivered to the school within that time. In event of dispute over timely notice, the burden to prove service rests on the sender.

**AGREEMENT IS BINDING:** This agreement will be binding only when officially accepted and the agreement is fully completed, signed and dated by the student and authorized representative of the school prior to the time instruction begins.

**CHANGES IN THE AGREEMENT:** Changes in this agreement shall not be binding on either the student or the school unless such changes have been approved in writing by the authorized representative of the school and by the student.

**UNFAIR BUSINESS PRACTICES:** It is unfair business practice for the school to sell, discount or otherwise transfer this contract without the signed written consent of the student or his/her financial sponsors and a written statement notifying all parties that the cancellation and refund policy continue to apply.

**EXPLANATION OF PROGRAM:** The school has described in writing both accurately and completely the prerequisites and requirements for 1) successfully completing the programs of study in which I am interested and 2) qualifying for employment in the fields for which this program is designed.

**EFFECTIVE DATE OF ACCEPTANCE:** I certify that I have 1) read and understand the cancellation and refund policy, and the complaints procedure; 2) received a copy of the school catalog or brochure; and 3) been informed that I am entitled to an exact copy of this ENROLLMENT AGREEMENT, the school catalog or brochure, or any other papers I may sign. I hereby agree to abide by the conditions set forth herein.