

ENROLMENT AGREEMENT

Toronto Film School, Dundas Square Campus, 10 Dundas St. E., 7th fl., Toronto, ON M5B 2G9 and

55 Dundas St. E., 4th and 5th fl., Toronto, ON M5B 1C6, 415 Yonge St., 6th and 8th fl., Toronto, ON M5B 2E7, 460 Yonge St., Toronto, ON M4Y 1W9

This Enrolment Agreement is subject to the Private Career Colleges Act, 2005 and regulations made under the Act.

The undersigned person hereby enrolls as a student of Toronto Film School

☐ Mr.

NAME: ☐ Ms / Mrs.

Permanent Address:

ADDRESS

APT

CITY

PROVINCE

POSTAL CODE

COUNTRY

()

()

- -

TELEPHONE

CELL PHONE

E-MAIL ADDRESS

DATE OF BIRTH (MM/DD/YYYY)

COUNTRY OF ORIGIN

CITIZENSHIP

EMERGENCY CONTACT NAME

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EMERGENCY CONTACT PHONE

Address in Canada during Toronto Film School (if different from above):

ADDRESS

APT

CITY

PROVINCE

POSTAL CODE

(is this a Homestay? yes or no)

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TELEPHONE

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CELL PHONE

☐ International Student (Study Permit)

☐ Permanent Resident

☐ Canadian Citizen

☐ Other

IF 'OTHER' IS CHOSEN NOTE SPECIFIC STATUS

Program of Study

Toronto Film School*

☐ Video Game Design and Development

Start date _____ Expected completion date _____

Credential to be awarded upon successful completion of program: Diploma

Class schedule: You will receive a timetable at Orientation. Toronto Film School programs are scheduled from 8am to 11pm, Monday to Saturday.

You may also be scheduled at another campus; 10 Dundas St. E., 7th fl., Toronto, ON M5B 2G9,

55 Dundas St. E., 4th and 5th fl., Toronto, ON M5B 1C6, 415 Yonge St., 6th and 8th fl., Toronto, ON M5B 2E7, 460 Yonge St., Toronto, ON M4Y 1W9

Language of instruction: English.

Admission Requirements

Ontario secondary school diploma or equivalent:

or Mature Student Status

Additional program requirements such as portfolios, credential assessments, language proficiency (attached)

Fees (all fees are listed in CANADIAN DOLLARS)

Terms of consecutive study required to complete the diploma is _____ terms.

First _____ term(s) of study at a tuition of \$ _____

Your next _____ term(s) of study at a tuition not to exceed \$ _____

Your next _____ term(s) of study at a tuition not to exceed \$ _____

Your total tuition will not exceed \$ _____

An application fee of \$100 accompanying this enrolment agreement serves as a reservation deposit and is applied towards tuition, except for

Film Production, where a deposit of \$500 is required.

Check where applicable, required.

Signature of student

Date

Full refunds

25. (1) A private career college shall refund all of the fees paid by a student under a contract for the provision of a vocational program in the following circumstances:

1. The contract is rescinded by a person within two days of receiving a copy of the contract in accordance with section 36 of the Act.
2. The private career college discontinues the vocational program before the student completes the program, subject to subsection (2).
3. The private career college charges or collects the fees,
 - i. before the registration was issued for the college under the Act or before the vocational program was approved by the Superintendent, or
 - ii. before entering into a contract for the provision of the vocational program with the student, unless the fee is collected under subsection 44 (3).
4. The private career college expels the student from the college in a manner or for reasons that are contrary to the college's expulsion policy.
5. The private career college employs an instructor who is not qualified to teach all or part of the program under section 41.
6. The contract is rendered void under subsection 18 (2) or under section 22.
7. If a private career college fails to, or does not accurately, provide in the itemized list provided to the Superintendent under section 43 a fee item corresponding to a fee paid by a student for the provision of a vocational program, the college shall pay the student,
 - i. in the case of an item not provided by the college, the full amount of the fee for the item, and
 - ii. in the case of a fee in excess of the amount of the fee provided for the item, the difference between the amount of the fee for the item provided to the Superintendent and the fee collected.

(2) A full refund is not payable in the circumstances described in paragraph 2 of subsection (1) if the discontinuance of the vocational program coincides with the private career college ceasing to operate. (3) A refund is not payable under paragraphs 1 to 6 of subsection (1) unless the student gives the private career college a written demand for the refund.

(4) A refund under subsection (1) is payable by the private career college within 30 days of the day the student delivers to the college, (a) in the case of a rescission under section 36 of the Act, notice of the rescission; or

(b) in the case of a refund under paragraphs 2 to 6 of subsection (1), a written demand for the refund.

Partial refund where student does not commence program

26. (1) If a student is admitted to a vocational program, pays fees to the private career college 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:

1. The student gives the college notice that he or she is withdrawing from the program before the day the vocational program commences.
2. In the case of a student who is admitted to a vocational 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.
3. 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.

(2) The amount of a refund under subsection (1) 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.

(3) A refund under subsection (1) is payable,

- (a) in the case of a refund under paragraph 1 of subsection (1), within 30 days of the day the student gives notice of withdrawing from the program; (b) in the case of a refund under paragraph 2 of subsection (1), within 30 days of the day the vocational program commences; and
- c) in the case of a refund under paragraph 3 of subsection (1), within 45 days of the day the vocational program commences.

(4) For the purposes of paragraph 3 of subsection (1), it is a condition of a contract for the provision of a vocational program that the private career college may cancel the contract within 45 days of the day the vocational 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 vocational program commences.

(5) A private career college that wishes to cancel a contract in accordance with subsection (4) shall give written notice of the cancellation to the other party to the contract within 45 days of the day the vocational program commences.

Partial refunds: withdrawals and expulsions after program commenced

27. (1) A private career college shall give a student who commences a vocational program a refund of part of the fees paid in respect of the program if, at a time during the program determined under subsection

(3),

- (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 under the private career college's expulsion

policy. (2) This section does not apply to vocational programs described in sections 28 and 29.

(3) A private career college shall pay a partial refund under this section only if the withdrawal or expulsion from the vocational program occurs at a time during the program determined in accordance with the following rules:

1. 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.
2. In the case of a vocational program that is 12 months or more in duration,
 - i. for the first 12 months in the duration of the program and for every subsequent full 12 months in the program, the withdrawal or expulsion occurs during the first six months of that 12-month period, and
 - ii. for any period in the duration of the vocational program remaining after the last 12-month period referred to in subparagraph i has elapsed, the withdrawal or expulsion occurs in the first half of the period.

(4) If the student withdraws or is expelled from a vocational program within the first half of a period referred to in subsection (3), the amount of the refund that the private career college 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.

(5) If the student withdraws or is expelled from a vocational program during the second half of a period referred to in subsection (3), the private career college is not required to pay the student any refund in respect of that period.

(6) A private career college 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.

Acknowledgement

I, _____, acknowledge that I have received a copy of:

The Consent to Use of Personal Information. This consent form is attached. The School Official will answer any questions you may have about this consent form.

The Statement of Students' Rights and Responsibilities issued by the Superintendent of Private Career Colleges

The Institute's Fee Refund Policy

- ☐ The Institute's Student Complaint Procedures
- ☐ The Institute's Policy relating to the Expulsion of Students
- The Institute's Policy on Prevention of Sexual Violence

Date

(Signature of Student)

Toronto Film School does not guarantee employment for any student who successfully completes a program offered by Toronto Film School.

It is understood that fees are payable in accordance with the fees specified in this Enrolment Contract and all payments of fees shall become forthwith upon a statement of accounting being rendered. Toronto Film School reserves the right to cancel this Enrolment Contract if the undersigned student does not attend classes during the first 14 days of the program begins. **For information regarding cancellations of this Enrolment Contract and refund of fees paid, see section 25 to 33 of O. Reg. 415/06 made under the Private Career Colleges Act, 2005.**

Disclaimer for International Students

Immigration, Refugees and Citizenship Canada (IRCC) policy (available at <http://www.cic.gc.ca/english/study/work-postgrad-who.asp>) states that you are eligible to apply for the Post-Graduation Work Permit Program if you graduated from a:

- Canadian private school that can legally award degrees under provincial law (for example: bachelor, master or doctorate) **but only if you are enrolled in study programs leading to a degree as authorized by the province**

This policy, coupled with changes to Immigration, Refugees and Citizenship Canada's practice, means students graduating with a Toronto Film School diploma will not have access to the Post-Graduation Work Permit Program unless they complete a post-graduate certificate program at another college, or a degree program at a university, including Yorkville University through the articulation / transfer credit agreement between Toronto Film School and Yorkville University.

Graduates of Yorkville's Bachelor of Business Administration (BBA) with a specialization in Project Management may apply for a Post-Graduate Work Permit of up to 3 years. If this is granted, you can comfortably work 20 hours a week while you are a student in the degree program, acquire strong skill-based knowledge in your industry, obtain the skills to write a test and acquire a professional designation through the Project Management Institute.

Toronto Film School recommends that all students interested in applying to extend their stay in Canada following their diploma reach out to the IRCC or to a qualified Immigration Consultant for more information.

I certify that I have read, understood and have received a copy of this Enrolment Contract. **A student is entitled to a copy of a signed contract immediately after it is signed.**

The undersigned student hereby undertakes and agrees to pay, or see to payment of, the fees specified in this Enrolment Contract in accordance with the terms of this Enrolment Contract.

Date

(Signature of Student)

(Signature of Parent)

☐ Yes, I would like to receive text messages also about my program of interest

By filling out this form, I agree to the privacy policy (<http://www.torontofilmschool.ca/privacy-statement>) and to be contacted by the Toronto Film School at the email and/or phone number I provided above, including my wireless number if provided. Contact methods may include emails, phone calls generated from an automated telephone dialing system or text messaging (provided I have agreed to receive text by checking the box above). These calls will be about the Toronto Film School's educational services. I understand that I can opt out at any time and I am not required to provide additional consent to receive services from the Toronto Film School.

Toronto Film School agrees to deliver the stated programs to the above named student upon the terms herein mentioned. Toronto Film School may cancel this Enrolment Contract if the above named student does not meet the admission requirements on or before the program begins.

Received \$_____ by ☐ Cheque ☐ Cash ☐ Visa on the account of this enrollee and accepted by
Toronto Film School

_____ Date _____

(Signature of School Official and Printed Name)

Comments

Partial refunds

28. (1) This section applies to a vocational program that is offered by mail, on the internet or by other similar means.

(2) A private career college shall give a student who commences a vocational program referred to in subsection (1) a refund of part of the fees paid in respect of the program if,

(a) the student withdraws from the program or the student is expelled from the program in circumstances where the expulsion is permitted under the private career college's expulsion policy; and

(b) at the time of the withdrawal or expulsion, the student has not submitted to the private career college all examinations that are required in order to complete the program. (3) The amount of the refund that a private career college shall give a student under subsection (1) shall be determined in accordance with the following rules:

1. Determine the total number of segments in the vocational program for which an evaluation is required.

2. Of the total number of program segments determined under paragraph 1, determine the number of segments in respect of which an evaluation has been returned to the student.

3. The amount of the refund that the private career college shall pay the student shall be equal to the full amount of the fees paid in respect of the program less, i. 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

ii. the portion of the fees in respect of the number of segments determined under paragraph 2.

(4) A private career college is not required to give a student any refund if the student, at the time of withdrawal or expulsion, has been evaluated in respect of more than half of the total number of segments in the program.

Partial refunds: non-continuous programs

29. (1) This section applies to a vocational program approved by the Superintendent to be provided through a fixed number of hours of instruction over an indeterminate period of time.

(2) A private career college shall give a student who commences a vocational program referred to in subsection (1) a refund of part of the fees paid in respect of the program if, before completing the required number of hours of instruction,

(a) the student has given the college notice that he or she is withdrawing from the program; or

(b) the student is expelled from the program in circumstances where the expulsion is permitted under the private career college's expulsion policy. (3) The amount of the refund

that a private career college shall give a student under subsection (1) 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) a portion of the fees in respect of the program that is proportional to the number of hours of instruction that have elapsed at the time of the withdrawal or expulsion.

(4) A private career college is not required to give a student any refund if the student, at the time of withdrawal or expulsion, has completed more than half of the required number of hours of instruction in a program.

No retention of refund

30. A private career college shall not retain, by way of deduction or set-off, any refund of fees payable to a student under sections 25 to 29 in order to recover an amount owed by the student in respect of any service or program other than a vocational program offered by the private career college.

Treatment of books and equipment

31. In calculating a refund under sections 25 to 29, a private career college may retain the retail cost of books or equipment that the private career college supplied to the

student if the student, (a) fails to return the books or equipment to the private career college within 10 days of the student's withdrawal or expulsion from the program, or

(b) returns the books or equipment to the private career college 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.

Refund for international students

32. A notice to a private career college that is provided by or on behalf of an international student or of a prospective international student and that states that the student has not been issued a temporary resident visa as a member of the student class under the Immigration and Refugee Protection Act (Canada) is deemed to be,

(a) notice of a rescission of the contract for the purposes of section 36 of the Act if the notice is given within two days of receiving a copy of the contract; and

(b) notice that the student is withdrawing from the program for the purposes of paragraph 1 of subsection 26 (1) or clause 29 (2) (a) if the notice is received on or before half of the duration of the program has elapsed.

Currency

33. Any refund of fees that a private career college is required to pay under the Act shall be paid in Canadian dollars.

For the provision of a non-vocational program that the Private Career Colleges Act, 2005, does not apply.

The Superintendent of Private Career Colleges collects limited personal information about current students or graduates of private career colleges from the private career colleges. The Superintendent has the authority to collect this personal information under subsections 36.1-36.3 of Ontario Regulation 415/06, made under the Private Career Colleges Act, 2005: http://www.e-laws.gov.on.ca/html/regs/english/elaws_regs_060415_e.htm#BK43. Please note that your private career college is required by law to disclose to the Superintendent the elements of personal information that are listed in the regulation.

Superintendent's public notice of collection (http://www.tcu.gov.on.ca/pepg/audiences/pcc/priv_programs.html), published as required by section 36.3 of Ontario Regulation 415/06 and subsection 39(2) of the Freedom of Information and Protection of Privacy Act, 1990 (FIPPA). This public notice provides information to students about sections 36.1-36.3 of Ontario Regulation 415/06, explains how the Superintendent is using the information, and provides Ministry contact information for students who have further questions.

Consent for Use of Personal Information

Private Career Colleges (PCCs) must be registered under the *Private Career Colleges Act, 2005*, which is administered by the Superintendent of Private Career Colleges. PCCs must also report information on international student enrolment to Citizenship Immigration Canada (CIC). The Act protects students by requiring PCCs to follow specific rules on, for example, fee refunds, training completions if the PCC closes, qualifications of instructors, access to transcripts and advertising. It also requires PCCs to publish and meet certain performance objectives that may be required by the Superintendent for their vocational programs. This information may be used by other students when they are deciding where to obtain their training. The consent set out below will help the Superintendent to ensure that current and future students receive the protection provided by the Act.

I, _____ allow Toronto Film School to give my name, address, telephone number, e-mail address and other contact information to the Superintendent of Private Career Colleges for the purposes checked below:

To advise me of my rights under the *Private Career Colleges Act, 2005* including my rights to a refund of fees, access to transcripts and a formal student complaint procedure;

To collect information on the performance of Toronto Film School, for example, the percentage of students who graduate from programs and the percentage of graduates who find employment; and

To determine whether Toronto Film School has met the performance objectives required by the Superintendent for its programs.

Additionally, I allow the Toronto Film School to report enrolment and contact information to CIC.

I understand that I can refuse to sign this consent form and that I can withdraw my consent at any time for future uses of my personal information by writing to the Admissions Office at Toronto Film School. I understand that if I refuse or withdraw my consent the Superintendent may not be able to contact me to inform me of my rights under the Act or collect information to help potential students make informed decisions about their educational choices.

(Name of Student)

(Signature of Student)

Date _____

CONFIDENTIAL CREDIT CARD AUTHORIZATION FORM

I, _____ authorize
Toronto Film School to charge my Credit Card.

The Information is as follows:

Card Number:

 - - -

Expiry Date:

 /

Verification Number*:

**(3 or 4 digit number on back of card at the end
of the credit card number)*

Cardholder's Name:

Students Name:

For the amount of \$:

Signature

Date