

Enrolment Contract for Canadian Fire Alarm Technology Program

For Vocational Students

This Enrolment Contract is subject to the Ontario Career Colleges Act, 2005 and the regulations made under the Act. The undersigned hereby enrolls as a student of Health and Safety Management College (HSMC) for the Canadian Fire Alarm Technology Program. Use the following check list to complete the applicant enrolment application.

1 Complete & Sign this Contract

DOWNLOAD this contract to complete, review and ensure you understand its contents. If you have any questions, contact us at info@hsmcollege.ca or call (416) 282-4764.

Required areas are highlighted in green.

Note: You will be referred to as the “student” or “applicant” in this form. Health and Safety Management College is referred to as “HSMC”.

2 Send the Contract

Send the completed contract to info@hsmcollege.ca.

Allow 5-7 business days for our admissions department to review and contact the applicant regarding next steps.

3 Send Required Documentation

Send the pre-admissions documents listed on **Page 3** to info@hsmcollege.ca.

4 Pay the Deposit

A tuition deposit is required to confirm the applicant's seat in the program. Send the e-transfer to accounting@hsmcollege.ca

The deposit will be calculated on **Page 5** when the applicant has made their course selection.

Important Reminders

Exemption or Advanced Standing: if the applicant is applying for an exemption or advanced standing with CFAA for one or more of their courses, the applicant will need to send HSMC a status on the applicant exemption. Details are listed on **Page 4**.

Funding: If the applicant is applying for government funding the applicant will need to comply with the steps listed on **Page 4**.

To complete this form you will need (1) Download the form and (2) use ADOBE ACROBAT READER as course selection is linked to the fee calculation. Printed and/or handwritten fields will be voided.

Part 1 – Applicant/Student Information

First Name	Middle Name	Last Name
Date of Birth (YYYY/MM/DD)	Telephone Number	Email Address
Social Insurance Number (for T2202 tax receipt)		I am an International Student
 		Yes No Note: we are not a designated DLI for international students.
Permanent Address		
Unit Number	Street Number	Street Name
Province	Postal Code	Country

Part 2 – Course Selection

Each course consists of 36 hours of learning, delivered over four weekend days. Classes run from 9:00 AM to 6:00 PM, including a one-hour lunch break and two additional breaks. Upon successful completion of the course—achieving 60% or higher on the final exam and a 60% or higher Final Course Total—the applicant will receive a Program Certificate and a Transcript. These credentials are recognized by the Canadian Fire Alarm Association (CFAA) as part of the qualifications required for registration as a Fire Alarm Technician.

Select which Courses the applicant are registering for:

Course 1: The Canadian Fire Alarm System – Overview (Mandatory unless received Advanced Standing)

Course 2: Verbal and Written Communication

Course 3: Basic Electricity

Course 4: Life Safety Systems Electronics

Course 5: The Canadian Fire Alarm System – Application (Mandatory unless received Advanced Standing)

Select when the applicant would like to be enrolled: For current program dates go to: <https://hsmcollege.ca/the-canadian-fire-alarm-technology-program/>

Select Start Term:

Select Start Year:

Which learning module will the applicant be attending:

In Person: Monte Carlo Inn & Suites, 7255 Warden Avenue, Markham ON L3R 1B4

Online: 1. The applicant must have a working webcam and microphone to qualify. Failure to do so may result in being marked absent, losing participation credit, refund eligibility, and the opportunity for a test retake. This policy applies without exception, unless prior written approval has been granted.

2. An additional shipping fee will apply for shipping course books to online students. Costs will be determined at time of shipping.

Part 3 – Book Selection

If the applicant chooses to decline the course textbooks, they are to ensure they are using the most current edition of the required textbook. The Course 1 & 5 book is also offered online with CFAA.

Select which books the applicant would like to purchase with HSMC:

Print Manual - **Course 1 & 5:** The Canadian Fire Alarm System

Online Version - **Course 2:** Impact: A Guide to Business Communication

Print Version - **Course 3:** Basic Electricity

Print Version - **Course 4:** Life Safety Systems Electronics

Part 4 – Pre-Admission Requirements

Submit the following pre-admission requirements. Meeting these qualifications is essential for securing a spot in the program. Failure to provide the necessary documents or meet the qualifications may affect the applicant's enrollment status.

4.1 Proof of Age

Before the day the program commences, I as the applicant, will be 18 years of age or older.

I as the applicant, will submit a copy of either my driver's licence, North American birth certificate, valid Canadian passport, valid Canadian Permanent Resident record, etc.

4.2 Highschool Diploma or Equivalent

Select one of the following:

I as the applicant, have successfully completed my Secondary School Diploma from Canada or the U.S.A.

I as the applicant, have a Certificate of Apprenticeship or Certificate of Qualification in any trade from any Canadian jurisdiction (such as Ontario Electrician's 309A)

I as the applicant, have completed an equivalent level in another country, and am submitting a formal written assessment by a professional organization which is qualified and recognized to perform such assessments (such as World Education Services, or Comparative Education Services at University of Toronto).

I as the applicant, do not have an Ontario Secondary School Diploma or its equivalent. Therefore, I need to complete a pre-admissions aptitude test.

A – Exemption or Advanced Standing Requirements

OPTIONAL - A student may be granted an Exemption (E) or Advanced Standing (AS) from one of the following courses with CFAA. Note: Courses 1 & 5 are mandatory courses and cannot be exempted for Vocational Students. If the applicant is requesting exempt of 3 or more courses the applicant is required to complete a Non-Vocational Student contract [here](#)

1. To request approvals for Exemptions or Advanced Standing on Course 2, 3, 4, the applicant will need to work directly with the [CFAA Exemption Team](#).
2. Once the student receives their exemption/advanced standing approval from CFAA they will need to send the document to info@hsmcollege.ca as we are required to file it in the applicant's student file.

Terms: HSMC cannot guarantee the student's exemption request. All exemption requests will need to be filed at least 4 weeks prior to the start of the program. Mid-program exemption request cannot be accommodated. In the event the student's exemptions have not been processed or approved 4 weeks prior to the start of the program, the student will be responsible to complete any required courses.

The applicant will be requesting the Exemption or Advanced Standing of the following courses with CFAA:

AS - **Course 1:** The Canadian Fire Alarm System – Overview

E - **Course 2:** Verbal and Written Communication

E - **Course 3:** Basic Electricity

E - **Course 4:** Life Safety Systems Electronics

AS - **Course 5:** The Canadian Fire Alarm System – Application

As the applicant, I understand and have read the Exemption and Advanced Standing Terms and will notify HSMC at **least 4 weeks prior to the program start date** of any approved Exemptions/Advanced Standings.

B – Applying for Government Funding

OPTIONAL - The applicant may apply for a [Ontario government program](#) with Better Jobs Ontario which helps eligible applicants with financial support to gain necessary skills training for in-demand jobs in their community.

Liability for Tuition if Funding Is Not Secured:

If a student begins attending classes but subsequently does not secure the anticipated government funding, the student is responsible for any outstanding tuition and book fees for the period they attended.

As the applicant, I will be applying for government funding with [Better Jobs Ontario](#).

As the applicant, I understand that I am legally obligated to notify HSMC of my funding status.

As the applicant, I understand my liability for tuition and book fees if my funding application is not approved.

C – Summary of Fees

The applicant must register for the entire program, less any courses for which the applicant is exempt or has advanced standing. This section lists all fees which may be charged. For a calculation of the applicant's personal fee summary, please see "Fee Calculation, Deposit and Payment Schedule".

Basic Academic Fees (HST Applies)

Tuition: 5 Courses, \$650 each		\$3,250.00
Textbooks: Printed textbooks of Course 1, 2, 3, 4, 5	Course 1 & 5: (one book at \$240) Course 2, 3, 4: x \$90 each = \$180	\$510.00
Subtotal		\$3,760.00
GST on Textbooks, 5%		\$25.50
Tax on Tuition, 13%		\$422.50
TOTAL FEES (CAD)		\$4,208.00

Optional Administrative Fees

Final Exam Re-take (no HST)	\$55.00
Pre-Admissions Aptitude Test, CAT5	\$169.50
Returned Cheque	\$25.00
Transcript Replacement	\$28.25
Shipping Costs for Course Books to Online Student	TBD by province

D – Fee Calculation, Deposit and Payment Schedule

All students are required to pay the non-refundable tuition deposit (lesser of 20% or \$500. The required payment amount, as outlined in the **Payment Due Before Each Course Start** below, is due on the first day of training, without exception.

Fee and Payment Schedule Calculation

Courses (After Exemptions/Advanced Standing)	1	2	3	4	5	Totals
Tuition (\$650 per course)						
Books (\$240 Course 1 & 5, \$90 each other course)					X	
GST/HST/QST on Tuition						
GST on Books 5%						
Total Fees Payable (CAD)						
Deposit						
Payment Due Before Each Course Start						
Online Students Only: Shipping Fees for Course Books						TBD at time of shipping

E – Acceptable Payment Methods

Online: Interac email transfer (e-transfer) sent to accounting@hsmcollege.ca

OPTIONAL - Credit Card: If the applicant is using Interact for payments **do not complete** this section. If the applicant prefers to pay by credit card complete this section.

Card type: Visa MasterCard American Express

Name as it appears on card

Card Number **Expiration Date (MM/YY)** **CVV**

Billing Address – if different from above

Unit Number **Street Number** **Street Name**

Postal Code **Province**

Payment Terms & Conditions

I understand that my credit card will be charged automatically based on the agreed-upon tuition or course fee schedule.

I acknowledge that I am responsible for ensuring sufficient funds are available at the time of each scheduled payment.

If a payment is declined, I understand that I may be subject to late fees and possible suspension from the course until payment is received.

I agree to notify HSMC of any changes to my credit card information or if I wish to revoke this authorization in writing at least 5 days before the next scheduled payment.

I understand that all payments are non-refundable except as stated in Health and Safety Management College's refund policy.

Signature of Applicant

Printed Name of Applicant

Signed on the Date of (MM/DD/YYYY)

F – Deferring a Course

As listed under the PCC, an applicant has the right to defer their course to a later date. Subject to available places, to a later date, upon three weeks' written notice.

G – Withdrawals

If the applicant wishes to withdraw from this program and terminate the contract, they must provide a written notice to HSMC in a way that allows them to verify the date the notice was delivered. The contract is considered terminated on the date that the written notice is received by HSMC.

The applicant may terminate this contract on or before the 15th business day after signing this contract, the training organization must refund any tuition or other fee paid by them on their behalf, less their deposit.

The HSMC may also terminate the applicant's enrolment in this program, by providing written notice to them if there is insufficient enrolment, or in accordance with the Student Expulsion Policy. In the event of insufficient enrolment, a full refund will be provided. In the case of expulsion, the refund will be reduced by the lesser of the deposit or the part of the tuition fees that is proportional to the percentage of program time elapsed.

The HSMC reserves the right to cancel this contract if the undersigned applicant does not attend classes during the first 14 days of the program. A partial refund of the fees as outlined for expulsion above will be provided.

For further information regarding cancellation of this Contract and refunds of fees paid, see sections 25 to 33 of O.Reg. 415/06 made under the Ontario Career Colleges Act, 2005.

H – Student Complaints

Concerns regarding the applicant's training will first be addressed using the HSMC's Student Complaint Procedure. If a resolution is not reached, they may contact the Career College Branch of the Ministry of Training Colleges and Universities to discuss any concerns.

I – Student Complaint Policy and Procedure

1. Policy and Principles

- 1.1. Every effort shall be made to resolve complaints informally and at the level closest to the source of the complaint.
- 1.2. Every effort shall be made to maintain a respectful and non-adversarial approach to all discussions.
- 1.3. All parties shall be bound by the requirements of confidentiality as governed by HSMC's privacy policy and relevant privacy legislation.

2. Complaint Procedure

- 2.1. If a student believes that there is justification to complain about an unfair College policy, administrative practice or individual behavior, the student should contact Mary Pierog, (m.pierog@hsmcollege.ca)
- 2.2. Students are encouraged to seek an informal resolution of the complaint by meeting with the individual most directly involved in the complaint.
- 2.3. If it is not possible to address the complaint as in the student shall provide a written and dated copy of the complaint to Mary Pierog. Such written complaints shall be retained in the students' file for a minimum of three years, along with copies of all related written submissions and decisions and provided to the student on demand.
- 2.4. Within one week, Mary Pierog shall contact the student and offer them an opportunity to discuss the complaint orally, within a one-week window.
- 2.5. The student making the complaint has a right to have a person present with the student at all stages of the proceedings and to make oral submissions on his or her behalf.
- 2.6. Concurrently Mary Pierog may meet with others and review pertinent documentation further to recommend a resolution.

- 2.7. Within two weeks of receipt of the written complaint, Mary Pierog shall deliver a decision to the student and the President, in writing, including reasons, and with copies of the original complaint and all related documents as described in section 2.3.
- 2.8. Should the student wish to have the decision reviewed, he or she may notify the President of HSMC (Sanj Patel, 100 Bronte Road, Unit 11, Suite 316, Oakville, ON L6L 6L5, s.patel@hsmcollege.ca, 416 282-4764) of this wish, in writing, within one week of receiving the decision.
- 2.9. Within two weeks of receipt of the request for review, the President shall deliver a decision, in writing, including reasons, and with copies of the original complaint and all related documents as described in section 2.3, to the student.
- 2.10. If a student is not satisfied with a career college's resolution of his or her complaint in accordance with the procedure set out above, the student may refer the matter to the Superintendent of Career Colleges and shall include in his or her application to the Superintendent a copy of the record referred to section 2.9 above. The Superintendent may be contacted at:
 - 2.10.1. by email at PCC@ontario.ca
 - 2.10.2. 2.10.11 by mail at: 77 Wellesley Street West, P.O. Box 977, Toronto ON M7A 1L3

J – Student Expulsion Policy

HSMC is committed to taking all reasonable steps to ensure that students have the opportunity to successfully complete their programs. We are also committed to ensuring that within this general framework all students are treated fairly and equitably. Students who do not support the academic and ethical goals of the College for themselves and their fellow students may be subject to penalties, up to and including expulsion.

In general, HSMC will attempt to resolve a situation without expulsion. Verbal warning, written warnings and suspension may precede this final and most serious of actions.

Where the HSMC deems the integrity, safety or well-being of HSMC, students, staff, clients, visitors or other guests or of their property is in danger, then expulsion may be applied at HSMC's discretion at any point in the process.

The following outlines the conditions under which a student may be expelled with cause:

1. Academic Dishonesty – students may be subject to expulsion at the discretion of HSMC for academic dishonesty. Academic dishonesty is any word, action or deed performed alone, or with others for the direct or indirect intention of providing an unfair advantage or benefit to self or other student(s) including:
 - a. cheating
 - b. plagiarism
 - c. unapproved collaboration
 - d. alteration of records
 - e. bribery
 - f. lying
 - g. misrepresentations
2. Outstanding Fees – failure to pay tuition or other fees due to HSMC is considered to be theft, and students who fail to remit outstanding fees may be expelled after written warning has been provided by HSMC and the student fails to comply within the stated parameters.
3. Uncivil Conduct - students may be subject to expulsion at the discretion of HSMC for uncivil conduct which may compromise the self-esteem, human rights, or study conditions of other students. Specific examples of uncivil conduct as defined at HSMC include, but are not limited to the following:
 - a. being under the influence of drugs and/or alcohol.
 - b. carrying weapons
 - c. harassment, on or off campus, or online
 - d. bullying, on or off campus, or online
 - e. discrimination on the basis of race, citizenship, sexual orientation, ancestry, creed, age, place of origin, sex (including pregnancy), marital status, colour, gender, family status, ethnic origin or disability

Expulsion is mandatory for any student who is deemed by the investigation to have engaged in harassing or discriminatory activities. Students participating in harassing or discriminatory activities are subject to immediate suspension pending

investigation. In determining what constitutes harassment or discrimination, HSMC refers to The Ontario Human Rights Code.

Students requiring more specific information may refer to the specific code as posted on the Provincial web site.

4. Significant Omissions or Errors in Admissions Documentation – HSMC has a responsibility to ensure students have been admitted in accordance with the registration requirements for the program. Students who knowingly or in error misrepresent their applications are subject to immediate expulsion.
5. Attendance – students who do not achieve the required attendance for the course are subject to expulsion. Ordinarily 100% attendance is required unless by prior arrangement due to exceptional circumstances.
6. Misuse of College Property – College property is for the provision of college services. Students who damage, misuse, steal or otherwise use the property in a way that is prohibited may be expelled and required to make restitution.
7. Endangerment of Staff or Students – HSMC is committed to the right of all College staff, students, clients and visitors to be safe. Students who by action or neglect in any way endanger the safety of themselves or others may be expelled. Prior to expulsion, depending on the severity and nature of the situation, HSMC may take intermediate steps at its discretion including:
 - a. verbal warning
 - b. written warning
 - c. suspension

Notification:

Students who are subject to expulsion for any reason will be notified in writing, either hand delivered or by registered mail with return receipt. HSMC is not responsible for non-delivery by registered mail if the student has not provided a valid address where the student currently resides or works.

The notification will contain a description of the basis for expulsion and the effective date. Expelled students who dispute the facts of the expulsion must appeal the decision within three days of the notification following the complaints procedure of HSMC provided to the student and providing sufficient proof to support the complaint.

Students who file an appeal and are unsuccessful will have their enrolment terminated by HSMC. A student who remains unsatisfied may then refer the matter to the Superintendent of Career Colleges, who may be contacted: by e-mail at PCC@ontario.ca or by mail at: 77 Wellesley Street West, P.O. Box 977, Toronto, ON M7A 1L3, provided the students are attending a program recognized as being protected under the Ontario Career Colleges Act 2005.

Fees:

The enrolment of a student who is expelled by HSMC will be considered terminated on the effective date of the expulsion. HSMC will settle the student's account under the Fee Refund Policy.

K – Fee Refund Policy as Prescribed under s. 25 to 33 of O.Reg. 415/06

For vocational programs, the Career College Act 2005 requires every career college to adopt a policy relating to the refund of fees paid by the students to the college. The rules that follow reflect the provisions of the Act, but we try to provide a higher level of service and fairness than the Act requires. For a clearer explanation which in most cases is helpful, please refer to PCCA Fact Sheet #2, Fee Collection and Refunds", published by the Ministry of Training, Colleges and Universities, and available at www.tcu.gov.on.ca/pepg/audiences/pcc/superintendent.html, or call us.

Full refunds

25. (1) A 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 career college discontinues the vocational program before the student completes the program, subject to subsection (2).
3. The 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 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 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 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 career college ceasing to operate.
- (3) A refund is not payable under paragraphs 1 to 6 of subsection (1) unless the student gives the career college a written demand for the refund.
- (4) A refund under subsection (1) is payable by the 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 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 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 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 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 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 career college's expulsion policy.
- (2) This section does not apply to vocational programs described in sections 28 and 29.
- (3) A 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.
3. 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 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.
4. If the student withdraws or is expelled from a vocational program during the **second half** of a period referred to in subsection (3), the career college is not required to pay the student any refund in respect of that period.
5. A 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.

Partial refunds: distance education programs

28. (1) This section applies to a vocational program that is offered by mail, on the internet or by other similar means.
- (2) A 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 career college's expulsion policy; and
 - (b) at the time of the withdrawal or expulsion, the student has not submitted to the career college all examinations that are required in order to complete the program.
- (3) The amount of the refund that a 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.
 5. The amount of the refund that the 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 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 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 career college's expulsion policy.
- (3) The amount of the refund that a 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 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 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 career college.

Refund for international students

31. A notice to a 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

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

L – Sexual Violence Policy**1. Sexual Violence Policy**

- a. The HSMC is committed to providing its students with an educational environment free from sexual violence and treating its students who report incidents of sexual violence with dignity and respect.
- b. The HSMC has adopted this Sexual Violence Policy, which defines sexual violence and outlines its training, reporting, investigative and disciplinary responses to complaints of sexual violence made by its students that have occurred on its campus, or at one of its events and involve its students.
- c. The person accused of engaging in sexual violence will be referred to as the “Respondent” and the person making the allegation as the “Complainant”.

2. Definition of Sexual Violence

- a. Sexual violence means any sexual act or act targeting a person’s sexuality, gender identity or gender expression, whether the act is physical or psychological in nature, that is committed, threatened or attempted against a person without the person’s consent, and includes sexual assault, sexual harassment, stalking, indecent exposure, voyeurism and sexual exploitation.

3. Training, Reporting and Responding to Sexual Violence

- a. The HSMC shall include a copy of the Sexual Violence Policy in every contract made between it and its students, and provide a copy of the Sexual Violence Policy to career college management (corporate directors, controlling shareholders, owners, partners, other persons who manage or direct the career college’s affairs, and their agents), instructors, staff, other employees and contractors and train them about the policy and its processes of reporting, investigating and responding to complaints of sexual violence involving its students.
- b. The Sexual Violence Policy shall be published on its website.
- c. Career college management, instructors, staff, other employees and contractors of HSMC will report incidents of or complaints of sexual violence to the President upon becoming aware of them.
- d. Students who have been affected by sexual violence or who need information about support services should contact Mary Pierog at (416) 282-4764.
- e. Subject to Section 4 below, to the extent it is possible, HSMC will attempt to keep all personal information of persons involved in the investigation confidential except in those circumstances where it believes an individual is at imminent risk of self-harm, or of harming another, or there are reasonable grounds to believe that others on its campus or the broader community are at risk. This will be done by:
 - i. Ensuring that all complaints/reports and information gathered as a result of the complaint/reports will be only available to those who need to know for purposes of investigation, implementing safety measures and other circumstances that arise from any given case; and
 - ii. Ensuring that the documentation is kept in a separate file from that of the Complainant/student or the Respondent.
- f. HSMC recognizes the right of the Complainant not to report an incident of or make a complaint about sexual violence or not request an investigation and not to participate in any investigation that may occur.

- g. Notwithstanding (f), in certain circumstances, HSMC may be required by law or its internal policies to initiate an internal investigation and/or inform police without the complainant's consent if it believes the safety of members of its campus or the broader community is at risk.
- h. In all cases, including (f) above, HSMC will appropriately accommodate the needs of its students who are affected by sexual violence. Students seeking accommodation should contact Mary Pierog at (416) 282-4764. In this regard, HSMC will assist students who have experienced sexual violence in obtaining counselling and medical care and provide them with information about sexual violence supports and services available in the community as set out in Appendix 1 attached hereto. Students are not required to file a formal complaint in order to access supports and services.

4. Investigating Reports of Sexual Violence

- a. Under this Sexual Violence Policy, any student of HSMC may file a report of an incident or a complaint to Mary Pierog at m.pierog@hsmcollege.ca in writing. The other official that will be involved in the investigation is Sanj Patel, President. If one of these people is the respondent, the other will investigate.
- b. Upon receipt of a report of an incident or a complaint of alleged sexual violence being made, Mary Pierog will respond promptly and:
 - i. i. ii. iii. iv. (c) (d) determine whether an investigation should proceed and if the Complainant wishes to participate in an investigation;
 - ii. determine who should conduct the investigation having regard to the seriousness of the allegation and the parties involved;
 - iii. determine whether the incident should be referred immediately to the police; In such cases or where civil proceedings are commenced in respect of allegations of sexual violence, HSMC may conduct its own independent investigation and make its own determination in accordance with its own policies and procedures;
 - iv. and determine what interim measures ought to be put in place pending the investigation process such as removal of the Respondent or seeking alternate methods of providing necessary course studies.
- c. A student who discloses their experience of sexual violence through reporting an incident of, making a complaint about, or accessing supports and services for sexual violence, will not be asked irrelevant questions during the investigation process by the career college's staff or investigators, including irrelevant questions relating to the student's sexual expression or past sexual history.
- d. Once an investigation is initiated, the following will occur:
 - i. the Complainant and the Respondent will be advised that they may ask another person to be present throughout the investigation;
 - ii. interviewing the Complainant to ensure a complete understanding of the allegation and gathering additional information that may not have been included in the written complaint such as the date and time of the incident, the persons involved, the names of any person who witnessed the incident and a complete description of what occurred;
 - iii. informing and interviewing the Respondent of the complaint, providing details of the allegations and giving the Respondent an opportunity to respond to those allegations and to provide any witnesses the Respondent feels are essential to the investigation;
 - iv. interviewing any person involved or who has, or may have, knowledge of the incident and any identified witnesses;
 - v. providing reasonable updates to the Complainant and the Respondent about the status of the investigation; and following the investigation, Mary Pierog will:
 - 1. review all of the evidence collected during the investigation;
 - 2. determine whether sexual violence occurred; and if so
 - 3. determine what disciplinary action, if any, should be taken as set out in Section 5 below.

5. Disciplinary Measures

- a. If it is determined by HSMC that the Respondent did engage in sexual violence, immediate disciplinary or corrective action will be taken. This may include:
 - i. disciplinary action up to and including termination of employment of instructors or staff; or
 - ii. expulsion of a student; and /or
 - iii. the placement of certain restrictions on the Respondent's ability to access certain premises or facilities;
 - iv. and/or any other actions that may be appropriate in the circumstances.

6. Appeal

- a. Should the Complainant or the Respondent not agree with the decision resulting from the investigation, he or she may appeal the decision to the President of HSMC within 30 days by submitting a letter addressed to Sanj Patel, President, HSMC, 100 Bronte Road, Unit 11, Suite 316, Oakville, ON L6L 6L5, or email to s.patel@hsmcollege.ca, advising of the person's intent to appeal the decision.

7. Making False Statements

- a. It is a violation of this Sexual Violence Policy for anyone to knowingly make a false complaint of sexual violence or to provide false information about a complaint.
- b. Individuals who violate this Sexual Violence Policy are subject to disciplinary and / or corrective action up to and including termination of employment of instructors or staff or expulsion of a student.

8. Reprisal

- a. It is a violation of this Sexual Violence Policy to retaliate or threaten to retaliate against a complainant who has brought forward a complaint of sexual violence, provided information related to a complaint, or otherwise been involved in the complaint investigation process.

9. Review

- a. The HSMC shall ensure that student input is considered in the development of its Sexual Violence Policy and every time it is reviewed or amended.
- b. The HSMC shall review its Sexual Violence Policy 3 years after it is first implemented and amend it where appropriate. This date was January 1, 2023.

10. Collection of Student Data

- a. The HSMC shall collect and be prepared to provide upon request by the Superintendent of Career Colleges such data and information as required according to Subsections 32. 3 (8), (9) and (10) of Schedule 5 of the Ontario Career Colleges Act, 2005 as amended.

Part 6 – Consent to the Collection and Use of Personal Information

Career colleges (CCs) must be registered under the Ontario Career Colleges Act, 2005, which is administered by the Superintendent of Career Colleges. The Act protects students by requiring CCs to follow specific rules on, for example, fee refunds, training completions if the CC closes, qualifications of instructors, access to transcripts and advertising. It also requires CCs 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, [REDACTED] allow HSMC to give my name, address, telephone number, e-mail address and other contact information to the Superintendent of Career Colleges for the purposes checked below: Career colleges (CCs) must be registered under the Ontario Career Colleges Act, 2005, which is administered by the Superintendent of Career Colleges. The Act protects students by requiring CCs to follow specific rules on, for example, fee refunds, training completions if the CC closes, qualifications of instructors, access to transcripts and advertising. It also requires CCs 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.

- To advise me of my rights under the Ontario Career Colleges Act, 2005 including my rights to a refund of fees, access to transcripts and a formal student complaint procedure; and
- To determine whether the HSMC has met the performance objectives required by the Superintendent for its vocational programs.

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 100 Bronte Road, Unit 11, Suite 316 ON, L6L 6L5.

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.

Upon completing the program, I agree to provide HSMC with information regarding my employment status and my employer's name and telephone number.

I do not want information regarding my employment status and my employer's name and telephone number disclosed to HSMC.

Signature of Applicant**Printed Name of Applicant****Signed on the Date of:**

Part 7 - Acknowledgement

I acknowledge that I have received, read, and understand this contract and the following policies:

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

The HSMC Fee Refund Policy

The Payment Schedule

The HSMC Student Complaint Procedure

The HSMC Policy Relating to the Expulsion of Students

The HSMC Sexual Violence Policy

Consent to the Use of Personal Information

By signing this contract, the student agrees to and acknowledges the following:

- I understand that at the signing of this contract and admission of the program, I am required to pay my fee indicated in section D – Fee Calculation, Deposit and Payment Schedule, before the start of their course date.
- I understand that HSMC may withhold my credential if all fees are not paid in full by the time of course completion.
- I have researched my chosen profession, and The Canadian Fire Alarm Fire Alarm Technology Program is the program in which I wish to enroll.
- The program is delivered by Health and Safety Management College (HSMC).
- The program will be delivered in English.
- I am aware that the method in which the program is delivered to students is by traditional classroom lecture if feasible, but by live online webinar if required by government health guidance or regulation.
- I am aware that HSMC does not guarantee employment for any student who successfully completes a vocational program offered by the college.
- The student named below is entitled to a signed copy of this contract immediately after it is signed.

Signature of Student

Printed Name of Student

Signed on the Date of:

By signing this contract, the training organization agrees to offer the program approved as a vocational program under the Ontario Career Colleges Act, 2005.

Signature of Admissions Office, Registrar, Agent

Printed Name of Admissions Office, Registrar, Agent

Signed on the Date of: