

Cancellation And Settlement

Student's right to cancel:

- All cancellations or intent to withdraw must be received in writing at the institution's address via mail, hand delivery, or email to the Academy Director, Admissions Coordinator or CEO. The date of termination will be determined by the postmark date on the letter if mailed, or the date that the student indicates in writing if hand delivered or emailed. Students that do not provide written notice of cancellation or withdrawal will be considered terminated after failing to attend school for 10 consecutive scheduled school days.
- Students have the right to cancel enrollment and receive a tuition refund, if (a.) the student cancels the enrollment contract within 72 hours (until midnight of the third day excluding Saturdays, Sundays, and legal holidays) after the enrollment contract is signed.
- In the event of course cancellations, you may opt to move your start date or you may request a refund.
- If the school closes prior to course completion the student will be entitled to a tuition refund following the school's refund policy.
- If the student or the school cancels the enrollment agreement after the student has started the course and after the cancellation period expires, or the student is terminated from the program for any reason, the student will be entitled to a pro-rata refund as determined by the school's refund policy.

REFUND POLICY FOR CAVIAR ACADEMY OF COSMETOLOGY

The Academy follows the refund policies set by the Texas Department of Licensing and Regulation (TDLR) and Department of Education (DOE).

1. Refund calculations will be based on scheduled course time of class attendance through the last date of attendance and refunds will be based on the time of your determination date. Leaves of absence, suspensions, and school holidays will not be counted as part of the scheduled class attendance.
2. The effective date of termination for refund purposes will be the earliest of the following:
 - a. The last day of attendance, if the student is terminated by the school;
 - b. The date of receipt of written notice from the student; or
 - c. Ten school days following the last date of attendance.
3. If tuition and fees are collected in advance of entrance, and if after the expiration of the 72-hour cancellation period the student does not enter school, not more than \$100 in any administrative fees charged shall be retained by the school.
4. Students that begin classes but withdraw or are terminated prior to the completion of the program and within the last 50% of the course are not entitled to a refund and the school may retain 100% of the tuition and fees paid by the student. The school is not obligated to refund any additional outstanding tuition.

5. Students that begin classes but withdraw or are terminated prior to program completion within the first 50% of the program shall be entitled to a refund as follows:
 - 90% of any outstanding tuition for a withdrawal or termination that occurs during the first week or first one-tenth of the course, whichever period is shorter;
 - 80% of any outstanding tuition for a withdrawal or termination that occurs after the first week or the first one-tenth of the course, whichever period is shorter, but within the first three weeks of the course;
 - 75% of any outstanding tuition for a withdrawal or a termination that occurs after the first three weeks of the course but not later than the completion of the first 25% of the course; and
 - 50% of any outstanding tuition for a withdrawal or termination that occurs not later than the completion of the first 50% of the course.
 - A refund owed under this section must be paid not later than the 30th day after the date the student becomes eligible for the refund.

6. A full refund of all tuition and fees is due and refundable in each of the following cases:
 - a. An enrollee is not accepted by the school;
 - b. If the school cancels a course of instruction or discontinues a course prior to the program start date;

7. If you voluntarily withdraw or are terminated after 50% of the course, you may request to re-enter at any time during the forty-eight (48) month period following the date of withdrawal or termination. We shall record a grade of "Incomplete" if you withdraw but are not entitled to a refund under this section, if you request the grade at the time you withdraw and if the withdrawal is for an appropriate reason unrelated to your academic status. (TDLR Section 1602(462))

8. A withdrawal/termination fee of \$150 will be applied to the account for students who voluntarily withdraw or are terminated.

For students who enroll and begin classes but withdraw prior to course completion (after three business days of signing the contract), the following schedule of tuition earned by Caviar Academy applies. All refunds are based on scheduled hours:

PERCENT OF SCHEDULED TIME TOTAL TUITION SCHOOL ENROLLED TO TOTAL COURSE/PROGRAM SHALL RECEIVE/RETAIN

Cosmetology Full-Time / 39 hour Schedule	Refund to Funding Agency or Student	Owes School
1 to 39 scheduled hours	90%	10%
39.01 to 117 scheduled hours	80%	20%
117.01 to 250 scheduled hours	75%	25%
250.01 to 500 scheduled hours	50%	50%
500.01 to 1000 scheduled hours	0%	100%

Esthetics Full-Time / 39 hour Schedule	Refund to Funding Agency or Student	Owes School
1 to 39 scheduled hours	90%	10%
39.01 to 117 scheduled hours	80%	20%

117.01 to 187.50 scheduled hours	75%	25%
187.51 to 375 scheduled hours	50%	50%
375.01 to 750 scheduled hours	0%	100%

- All refunds will be calculated based on the student's last date of attendance. Any monies due a student who withdraws shall be refunded within 30 days of a determination that a student has withdrawn, whether officially or unofficially.
- If permanently closed or no longer offering instruction after a student has enrolled, Caviar Academy will provide a pro rata refund of tuition to the student OR provide course completion through a pre-arranged teach out agreement with another institution.
- If the course is canceled after a student's enrollment, Caviar Academy will either provide a full refund of all monies paid or recontract for a later start date.
- Students who withdraw or terminate prior to course completion are charged a cancellation or administrative fee of \$150.00.

This refund policy applies to tuition and fees charged in the enrollment agreement.

Other miscellaneous charges the student may have incurred at Caviar Academy (EG: extra kit materials, books, products, services, certified courses, unreturned school property, etc.) will be calculated separately and charged at the time of withdrawal. All fees are identified in the catalog and on the enrollment agreement.