

Enrolment Contract

ilasallescampus

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Canada

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Program Information

Number of Levels: _____

Start Date: / /

End Date: / /

Total Duration: _____ weeks

Levels Chosen: _____

Student Information

Surname: _____

Given Name: _____

Date of Birth: _____

Sex: M F

Street Address: _____

Apartment: _____

City: _____

Province/State: _____

Postal Code: _____

Country: _____

Home Telephone: _____

Work Telephone: _____

Cell. Number: _____

E-mail Address: _____

Fax: _____

Native Language: _____

Country of Origin: _____

Status: Canadian Citizen Landed Immigrant Student Visa Visitor Other Level of Education: High School Incomplete High School DEP College University

Payment

Number of Levels: _____

Registration Fee: \$40

Course Materials Fee: \$90 x _____

Tuition Fees: \$207 x _____

Total Fees: \$ _____Cash Cheque Visa Amex Mastercard

Card Number: _____

Expiry Date: _____

Registration and course materials fees must be paid upon admission. The first half of the tuition fees, equal to \$_____, must be paid by the starting date of the first course, ____ / ____ / _____, and the payment for the second half, equal to \$_____, must be made by the midpoint of the program, ____ / ____ / _____.

The student must provide a voided cheque or post-dated cheques made out for the dates and amounts stated above. If the student intends to pay by credit card or pre-authorized payment, he or she must fill out the corresponding form, using the dates and amounts as stated above.

Refund Policy and Procedure

The amounts for the specified services must be paid by the dates indicated above. No service will be provided without receipt of the required payments.

Any student who wishes to cancel or withdraw from his or her program must submit written notification to the administration. The letter of notification must be dated and signed by the student and must clearly state the reason or reasons for the cancellation or withdrawal. Students are considered to be enrolled until the written notification of cancellation or withdrawal has been received. Absence from class is not a valid justification for a tuition refund.

Upon withdrawal or cancellation, the student is responsible for the payment of fees corresponding to the number of weeks enrolled up to the date of reception of the letter of notification, plus a withdrawal penalty equal to 10% of the fees corresponding to the number of weeks remaining until the end of the program. Admission fees are non-refundable. If a student withdraws from the program more than 2 weeks before the start date of the first course, the \$90/level course materials fee will be reimbursed.

ilasallecampus reserves the right to cancel any course with insufficient enrolment.

Mention required by the Consumer Protection Act:

DIVISION IV
CONTRACTS FOR THE LEASE OF SERVICES INVOLVING SEQUENTIAL PERFORMANCE

§ 1. *Principal contracts*

46. *A contract for the lease of services involving sequential performance, other than a contract entered into by a merchant who operates a physical fitness studio or by an itinerant merchant, must contain the following compulsory clause:*

«Clause required under the Consumer Protection Act.

(Contracts for the lease of services involving sequential performance)

The consumer may cancel this contract at any time by sending the form attached hereto or another notice in writing for that purpose to the merchant.

This contract is cancelled, without further formality, upon the sending of the form or notice.

If the consumer cancels this contract before the merchant has begun the performance of his principal obligation, the consumer has no charge or penalty to pay.

If the consumer cancels this contract after the merchant has begun the performance of his principal obligation, the consumer must pay only:

- (a) the price of the services rendered him, computed on the basis of the rate stipulated in the contract; and*
- (b) the less of the following 2 sums: 50 \$, or a sum representing not more than 10 % of the price of the services that were not rendered him.*

Within 10 days following the cancellation of the contract, the merchant must restore to the consumer the money he owes him.

It is in the consumer's interest to refer to sections 190 to 196 of the Consumer Protection Act (R.S.Q., c. P-40.1) and, where necessary, to communicate with the Office de la protection du consommateur.».

R.R.Q., 1981, c. P-40.1, r. 1, s. 46; O.C. 1148-90, s. 7.

DIVISION VI
CONTRACT OF SERVICE INVOLVING SEQUENTIAL PERFORMANCE

§ 1. — *General provisions*

Interpretation.

188. *For the purpose of this division, every person offering or providing any of the services referred to in section 189 is considered to be a merchant, except:*

- (a) school boards and the educational institutions under their authority;*
- (b) general and vocational colleges;*
- (c) universities;*
- (d) faculties, schools or institutes of a university that are administered by a legal person distinct from that which administers the university;*
- (e) educational institutions governed by the Act respecting private education (chapter E-9.1), for educational service contracts subject thereto;*
- (f) (paragraph repealed);*
- (f.1) institutions whose instructional program is the subject of an international agreement within the meaning of the Act respecting the Ministère des Relations internationales (chapter M-25.1.1), for the subsidized teaching they provide;*
- (g) Government departments and schools administered by the Government or by one of the Government departments;*
- (g.1) the Conservatoire de musique et d'art dramatique du Québec established under the Act respecting the Conservatoire de musique et d'art dramatique du Québec (chapter C-62.1);*
- (h) municipalities;*
- (i) persons who are members of a professional order governed by the Professional Code (chapter C-26);*
- (j) persons and classes of persons who carry on an activity referred to in section 189 without demanding or receiving any remuneration, directly or indirectly; and*
- (k) persons and classes of persons specified by regulation.*

1978, c. 9, s. 188; 1988, c. 84, s. 700; 1989, c. 17, s. 12; 1992, c. 68, s. 151; 1994, c. 15, s. 33; 1994, c. 40, s. 457; 1994, c. 2, s. 78; 1996, c. 2, s. 791; 1996, c. 21, s. 70; 1997, c. 96, s. 193; 1999, c. 40, s. 234.

§ 2. — *Principal contracts*

Applicability.

189. *This subdivision applies to contracts of service involving sequential performance, except contracts made by a merchant operating a physical fitness studio, the object of which is*

- (a) to obtain instruction, training or assistance for the purpose of developing, maintaining or improving the health, appearance, skills, qualities, knowledge or the intellectual, physical or moral faculties of a person,*
 - (b) to assist a person in establishing, maintaining or developing personal or social relations, or*
 - (c) to grant a person the right to use goods to attain any of the purposes provided for in paragraph a or b.*
- 1978, c. 9, s. 189; 1999, c. 40, s. 234.

Content of writing.

190. *The contract must be evidenced in writing and indicate:*

- (a) the name and address of the consumer and of the merchant;*
- (b) the place and date of the contract;*
- (c) the description of the object of the contract and the date on which the merchant is to begin the performance of his obligation;*
- (d) the duration of the contract and the address where it is to be performed;*
- (e) the number of hours, days or weeks over which the services are distributed and the hourly rate, daily rate or weekly rate, as the case may be;*
- (f) the total amount the consumer must pay under the contract;*
- (g) the terms and conditions of payment; and*
- (h) any other information prescribed by regulation.*

Form to be appended.

The merchant must attach a form in conformity with Schedule 8 to the duplicate of the contract which he remits to the consumer.

1978, c. 9, s. 190; 1992, c. 68, s. 152.

Rate to remain constant.

191. *The hourly rate, the daily rate or the weekly rate must be the same for the whole duration of the contract.*

1978, c. 9, s. 191.

Collection of payment.

192. *The merchant shall not collect any payment from the consumer before beginning to perform his obligation.*

Terms and conditions of payment.

The merchant shall not collect payment of the consumer's obligation in less than two approximately equal instalments. The dates of payment of the instalments must be fixed in such a way as to be situated approximately at the beginning of approximately equal periods of the term of the contract.

1978, c. 9, s. 192.

Dissolution of contract.

193. *The consumer may, at any time and at his discretion, cancel the contract by sending the form provided for in section 190 or another written notice to that effect to the merchant. The contract is cancelled of right from the sending of the form or notice.*

1978, c. 9, s. 193.

No cost to consumer.

194. *If the consumer cancels the contract before the merchant has begun the performance of his principal obligation, the cancellation is effected without cost or penalty to the consumer.*

1978, c. 9, s. 194.

Liability of consumer.

195. *If the consumer cancels the contract after the merchant has begun the performance of his principal obligation, the only sums that the merchant may exact from him are:*

- (a) the price of the services rendered, computed on the basis of the hourly, daily or weekly rates stipulated in the contract, and*
- (b) as a penalty, the lesser of the following sums: \$50 and a sum representing not more than 10% of the price of the services that were not rendered.*

1978, c. 9, s. 195.

Delay to remit.

196. *Within ten days following the cancellation of the contract, the merchant must return to the consumer the sum of money he owes him.*

1978, c. 9, s. 196.

I solemnly declare that the statements made in this contract are accurate. I understand and agree to adhere to the ilasallemcampus terms of admission.

Signature of Applicant or Parent/Guardian: _____ Date: _____

Signature of ilasallemcampus Advisor: _____ Date: _____