**INSTITUTIONAL REFUND POLICY:**

**Section 1602.457. Cancellation and Settlement Policy Texas Department of Licensing and Regulation (TDLR)**

The holder of a private beauty culture school license shall maintain a cancellation and settlement policy that provides a full refund of money paid by a student if the student:

1. cancels the enrollment agreement or contract not later than midnight of the third day after the date the agreement or contract is signed by the student, excluding Saturdays, Sundays, and legal holidays; or

(2) entered into the enrollment agreement or contract because of a misrepresentation made:

(A) in the advertising or promotional materials of the school; or

(B) by an owner or representative of the school.

**Section 1602.458. Refund Policy.**

1. The holder of a private beauty culture school license shall maintain a refund policy to provide for the refund of any unused part of tuition, fees, and other charges paid by a student who, at the expiration of the cancellation period established under Section 1602.457:

(1) fails to enter the course of training;

(2) withdraws from the course of training; or

(3) is terminated from the course of training before completion of the course.

(b) The refund policy must provide that:

(1) the refund is based on the period of the student's enrollment, computed on the basis of course time expressed in scheduled

 hours, as specified by an enrollment agreement, contract, or other document acceptable to the department;

(2) the effective date of the termination for refund purposes is the earliest of:

(A) the last date of attendance, if the student is terminated by the school;

(B) the date the license holder receives the student's written notice of withdrawal; or

(C) 10 school days after the last date of attendance; and

(3) the school may retain not more than $100 if:

(A) tuition is collected before the course of training begins; and

(B) the student fails to withdraw from the course of training before the cancellation period expires.

**Section 1602.459. Withdrawal or Termination of Student.**

1. If a student begins a course of training at a private beauty culture school that is scheduled to run not more than 12 months and, during the last 50 percent of the course, withdraws from the course or is terminated by the school, the school:

(1) may retain 100 percent of the tuition and fees paid by the student; and

(2) is not obligated to refund any additional outstanding tuition.

(b) If a student begins a course of training at a private beauty culture school that is scheduled to run not more than 12 months and, before

 the last 50 percent of the course, withdraws from the course or is terminated by the school, the school shall refund:

1. 90 percent 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;
2. 80 percent of any outstanding tuition for a withdrawal or termination that occurs after the first week or first one-tenth of the course, whichever period is shorter, but within the first three weeks of the course;
3. 75 percent of any outstanding tuition for a withdrawal or termination that occurs after the first three weeks of the course but not later than the completion of the first 25 percent of the course; and
4. 50 percent of any outstanding tuition for a withdrawal or termination that occurs not later than the completion of the first 50

percent of the course.

(c) 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.

* Students who withdraw or terminate prior to course completion are charged a cancellation or administrative fee of $100.00. This refund policy applies to tuition and fees charged in the enrollment agreement. Other miscellaneous charges the student may have incurred at the institution (EG: kit, extra kit materials, books, products, unreturned school property, etc.) will be calculated separately at the time of withdrawal. All fees are identified in the catalog and in this enrollment agreement.
* All refunds comply with mandated policies according to Texas Department of Licensing and Regulations. Under mitigating circumstances tuition refund could exceed the minimum tuition adjustment.