

## **Standard CEF Refund Policies**

**(Applicable to all courses offered by Non-self-accrediting course providers registered as reimbursable courses under the Continuing Education Fund)**

1. In case of closure of the course provider prior to the commencement of the Course, to the extent permitted under the laws in relation to winding up or liquidation or bankruptcy or other applicable laws, the course provider shall refund to CEF course participants in full all tuition fees and other monies then paid by CEF course participants as soon as practicable and before the deadline as set out in the ensuing paragraphs. “Closure” shall mean a petition is presented or a proceeding is commenced or an order is made or an effective resolution is passed for the winding-up, insolvency, bankruptcy, administration, reorganisation, reconstruction, or dissolution of the course provider otherwise than for the purpose of a solvent reconstruction or amalgamation previously approved by the Secretary for Labour and Welfare in writing, or the course provider makes any composition or arrangement with creditors; or a receiver, administrator, trustee or similar officer has been appointed in respect of the course provider or all or any part of its business or assets.
2. If the Course cannot be operated according to the specifications and descriptions originally published and made known to CEF course participants or otherwise the course specifications and descriptions as specified in the application then submitted by the course provider in applying for Registration and that CEF course participants decline to accept the revised arrangements (even if the revised arrangements are approved by the Authority), the course provider shall refund to CEF course participants in full or on a pro-rata basis the tuition fees and other monies then paid by the CEF course participants within one month after the CEF course participants have requested for tuition fees refund.
3. If the Course cannot be operated on the date or at the time specified in the Course leaflet or brochure and CEF course participants decline the revised arrangements, the course provider shall refund in full (if the Course has never commenced) or on a pro-rata basis (in respect of any period of the Course which has been paid but not completed) the tuition fees and other monies collected to CEF course participants within one month after the CEF course participants have requested for tuition fees refund.
4. In case of cessation of a Course after its commencement, the course provider shall refund the CEF course participants the tuition fees and other monies then paid by the CEF course participants in respect of any period of the Course which has been paid but not completed on a pro-rata basis within one month after the cessation of the Course.

## **Refund Procedures**

1. The refund arrangement specified above shall form part of the terms and conditions for the provision of the Course by the course provider to all CEF course participants, viz the CEF Terms.
2. The course provider shall refund CEF course participants in accordance with the policies stated above.
3. When processing the refund, the course provider may not destroy the tuition fees and other monies receipt originals. Upon receipt of the refund, CEF course participants should sign to acknowledge the receipt. The course provider shall keep all the receipt originals and participants' acknowledgement for record.
4. The refund may either be in cash or in cheque, or through a licensed bank or a stored value facility licensed under the Payment Systems and Stored Value Facility Ordinance (Cap. 584).