

format of the posted notice. This subdivision does not apply to an institution that exclusively offers correspondence or home study courses.

- (d) Upon request, the institution shall provide a student with a copy of a Notice of Cancellation form, a written description of the student's refund rights, a copy of the contract executed by the student, a copy of documents relating to loans or grants for the student, and a copy of any document executed by the student.
- (e) The council may provide for the inclusion of additional information in the notice set forth in subdivision (a).

§ 94867 STUDENT'S RIGHT TO CANCEL CONTRACT FOR EDUCATIONAL SERVICES

*Sumner
T-1-07*

- (a) (1) In addition to any other right of rescission, for programs in excess of 50 days, the student shall have the right to cancel an agreement for a program of instruction including any equipment, until midnight of the fifth business day after the day on which the student did any of the following:
 - (A) Attended the first class of the program of instruction that is the subject of the agreement or received the first lesson in a home study or correspondence course.
 - (B) Received a copy of the notice of cancellation as provided in Section 94868.
 - (C) Received a copy of the agreement and the disclosures as required by subdivision (a) of Section 94859, whichever is later.
- (2) For programs of 50 or fewer days, the student shall have the right to cancel the agreement until midnight of the date that is one business day for every 10 days of scheduled program length, rounded up for any fractional increments thereof. If the first lesson in a home-study or correspondence course is sent to the student by mail, the institution shall send it by first-class mail, postage prepaid,

documented by a certificate of mailing, and the student shall have the right to cancel until midnight of the eighth business day after the first lesson was mailed.

- (b) Cancellation shall occur when the student gives written notice of cancellation to the institution at the address specified in the agreement.
- (c) The written notice of cancellation, if given by mail, is effective when deposited in the mail properly addressed with postage prepaid.
- (d) The written notice of cancellation need not take a particular form, however expressed, is effective if it indicates the student's desire to be bound by the agreement.
- (e) Except as provided in subdivision (f), if the student cancels the agreement, the student shall have no liability, and the institution shall refund the consideration paid by the student within 10 days after the institution receives notice of the cancellation.
- (f) If the institution gave the student any equipment, the student shall return the equipment within 10 days following the date of the Notice of Cancellation. If the student fails to return the equipment within the 10 day-period, the institution may retain that portion of the consideration paid by the student equal to the documented cost to the institution of the equipment and shall refund the portion of the consideration exceeding the documented cost to the institution of the equipment within 10 days of the period within which the student is required to return the equipment. The student may retain the equipment without further obligation to the institution.
- (g) For the purpose of determining the time within which a student may cancel that student's agreement for a course, as described in Sections 94866, 94867, and 94868, "business day" means the following:
 - (1) Except as provided in paragraph (2), a day on which that student is scheduled to attend a class session.

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- (c) The written notice of cancellation, if given by mail, is effective when deposited in the mail properly addressed with postage prepaid.
- (d) The written notice of cancellation need not take a particular form and, however expressed, is effective if it indicates the student's desire not to be bound by the agreement.
- (e) Except as provided in subdivision (f), if the student cancels the agreement, the student shall have no liability, and the institution shall refund any consideration paid by the student within 10 days after the institution receives notice of the cancellation.
- (f) If the institution gave the student any equipment, the student shall return the equipment within 10 days following the date of the Notice of Cancellation. If the student fails to return the equipment within this 10 day-period, the institution may retain that portion of the consideration paid by the student equal to the documented cost to the institution of the equipment and shall refund the portion of the consideration exceeding the documented cost to the institution of the equipment within 10 days after the period within which the student is required to return the equipment. The student may retain the equipment without further obligation to pay for it.
- (g) For the purpose of determining the time within which a student may cancel that student's agreement for a course, as described in Sections 94866, 94867, and 94868, "business day" means the following:
 - (1) Except as provided in paragraph (2), a day on which that student is scheduled to attend a class session.