

TERMS AND CONDITIONS 2021

USA | CANADA**1. PAYMENTS**

Payments may be made by bank transfer or credit card and must be received in full 14 days prior to the course start date. A non-refundable deposit must be paid immediately upon booking. A booking confirmation will only be sent when a deposit has been received. Bank details are provided on the invoice. Payment must include all bank transfer charges (including intermediary bank charges).

Vancouver and California Only: Payment plans available for long term students booking directly in Vancouver or California.

2. VISAS

EC cannot be held responsible for decisions taken by embassies or immigration police regarding entry visas or visa extensions. Visa advice can only be given by the appropriate Embassy, Consulate or High Commission. Students should contact their local Embassy, Consulate or High Commission to ensure they are allowed to enter and study in their chosen location. Students must maintain a valid visa status or their course will be terminated.

It is the responsibility of the applicant to ensure that the most updated regulations / processes are being followed. EC cannot be held responsible for any visa regulation changes which occur after the booking has been confirmed in compliance with the then existing regulations.

Students who require a visa/temporary residence permit may not be able to shorten or extend their course due to the terms of their visa/ temporary residence permit. A visa document courier fee or international priority postal fee is charged each time documents have to be sent by courier or US Priority International shipping. Due to lack of tracking, regular post is not available for shipping visa documents outside the US or Canada. Please see individual school pages for exact fees.

If a visa application is rejected and we receive written evidence at least 7 days prior to arrival, we will refund the fees received, less any bank charges, and less any non-refundable fees (registration fee, courier fees, bank charges and residence accommodation fees if applicable).

US only: EC is authorised under federal law to enroll F-1 non-immigrant students. By law, to issue the I-20 form, with the enrolment form EC must receive: the student's home address, a valid email address, a copy of the student's valid passport, proof of sufficient funds to meet tuition and living expenses for the program length, through a current (60 days or less) bank statement or letter from either the student's sponsoring person's or institution's bank. Sponsors must also provide an affidavit of support.

3. REFUND AND CANCELLATION FEES

Non-Refundable fees: The following fees are non-refundable where applicable: Deposits, registration fees, insurance fees, courier and accommodation fees.

Montreal: For any 24+ weeks application or those that need LOA for Student Visa applications, the LOA fees (\$110 per service/LOA) is non-refundable once paid.

No written notification of cancellation is required, except in California.

If EC cancels a programme after a student's enrolment, EC will refund all monies already paid.

When determining the number of weeks of a student's program, EC will consider a partial week the same as if a whole week were completed, provided the student was present at least one day during the scheduled week.

In the event that a refund is due, prorated refunds will be calculated on a weekly basis. All refunds will be made within 45 days of cancellation, unless otherwise stated by state, provincial or regional requirements (California requires 30 days). All students attending an EC Centre will be subject to destination specific applicable state or provincial Enrolment and Refund Agreement policies. For US students, when comparing state versus ACCET policies, the more favourable policies for students will be applied.

COURSE CANCELLATION PRIOR TO ARRIVAL**All US and Canada Schools except Vancouver – Tuition**

For students cancelling 14 days or more prior to the course start date, or for students who have had their visa application rejected, EC will refund fees received in full less non-refundable charges (see fees listed above), the value of these fees vary according to region, the costs are listed for each school in the price list.

Toronto and Montreal – Tuition

Students who are cancelling or postponing in less than 14 day prior to the course start date will be charged a cancellation fee equivalent to 1 week of tuition and all non-refundable charges (see fees listed above).

Vancouver – Tuition

To students cancelling more than seven days after the effective contract program start date and

- i at least 30 days before the contract course start date, EC may retain up to 10% of the tuition due under the student enrolment contract, to a maximum of \$1,000.
- ii less than 30 days before the contract start date, EC may retain up to 20% of the tuition due under the student enrolment contract, to a maximum of \$1,300

All schools – Accommodation

Students cancelling or postponing 14 days or less prior to their accommodation dates, for reasons other than visa denial, will be charged a two-week accommodation fee at the rate quoted in the price list for the accommodation booked and the accommodation placement fee.

Accommodation booked through EC that is not subject to the standard cancellation terms, must be cancelled or postponed according to the cancellation terms quoted at the time of booking to avoid a cancellation fee which may amount to the full stay charge.

Please also refer to the T&Cs for each residence, which are available on the relevant factsheets found on our Partners' site, or check with your EC representative.

COURSE CANCELLATION, REDUCTION AFTER ARRIVAL, OR "NO SHOWS"

Students who enter the US on an I-20 obtained through EC who either cancel their course prior to the course start date or who never attend their course (considered a "no show") will be charged the following fees:

- For a programme of 11 weeks or fewer; all tuition charges for up to 4 weeks, any accommodation charges incurred and any non-refundable charges (US \$160 registration fee, US\$90 accommodation placement fee and US\$80 courier fees and US\$25 student insurance fees, if applicable)
- For a programme of 12 weeks or more; all the tuition charges for up to six weeks of the first term/session, any actual accommodation costs incurred by the institution, any non-refundable charges (US\$160 registration fee, US\$90 accommodation placement fee and US\$80 courier fee and US\$25 student insurance fee, if applicable) refund.

US Schools (excluding California) – Tuition:**For all courses of 4 weeks or less:**

Lessons cannot be cancelled and tuition fees are not refundable.

For all courses of 5 weeks & over:

The first four weeks of all course bookings are non-refundable and there are no refunds for courses less than 4 weeks. For all courses over 4 weeks, refunds will be prorated based on the non-discounted rate which can be found in the EC Pricelist. Refunds are based on the date of determination.

Course cancellations determined after the midpoint (after 50% of weeks completed) of a course will not be refunded.

Students wishing to transfer to another non- EC F-1 institution prior to programme start, but after entry to the US, are requested to appear at their school in person, to verify identity, with the appropriate documents in order to be transferred in active status. All I-20s will be transferred, as long as appropriate documents provided either in person or via fax/email.

California Schools – Tuition:

Students may withdraw/cancel from the school, by speaking with any EC staff member at any time in the cancellation period and receive a pro rata refund if they have completed 60% or less of the scheduled days in the current payment period in their program through the last day of attendance. The refund will be less the non-refundable fees which are mentioned above and will not to exceed \$250.00. All refunds will be completed within 30 days of determination of cancellation or termination.

If the student has completed more than 60% of the period of attendance for which the student was charged, the tuition is considered earned and the student will receive no refund.

Canada Schools - Tuition:

Refunds will be calculated as per below according to the percentage of the course completed including the notice period:

- i and up to and including 10% of the hours of instruction to be provided during the contract term have been provided, the institution may retain up to 30% of the tuition due under the student enrolment contract.
- ii and after 10% but before 30% of the hours of instruction to be provided during the contract term have been provided, the institution may retain up to 50% of the tuition due under the student enrolment contract.

University Pathway

Should a student enrolled in the University Pathways Program achieve the required level for university placement before the completion time estimated at the time of booking, the student may be able to receive full refund for any cancelled weeks, even if cancelling after 30% of the programme has been completed. Eligible students must have an established study plan at the time of booking to qualify and students who change their target level during the program are not eligible.

EC will not be held responsible for any decisions made by universities or colleges regarding their entry requirements for applicants or any changes made to these. It is the responsibility of the applicant to ensure that the most updated processes are being followed and any other entry requirements for the college/ university be met.

EC will not be held responsible for any part of the applicant course at a college or university following their EC course.

EC Refund Guarantee:

If the student achieves the required level for university placement before the completion time estimated at the time of booking, the student may be eligible to receive a full refund for any cancelled weeks. The student must have an established study plan at the time of booking to qualify and if the student changes their target level during the program, the student is not eligible.

All Schools – Accommodation:

Students leaving their accommodation must give notice in writing 4 weeks prior to termination. If the 4-week notice period is not provided a cancellation fee equal to 4 weeks of the accommodation cost will apply. After deducting the price of accommodation used at the rate quoted in the price list, including the required notice period charged at the same rate, students will be refunded the remaining accommodation costs.

Please note: Certain accommodation options may be subject to alternative cancellation charges. Should these differ from above, students will be notified at the time of booking.

Please also refer to the T&Cs for each residence, which are available on the relevant factsheets found on our Partners' site, or check with your EC representative.

Refund Due Dates (all schools):

For students cancelling before arrival, refunds will be made within 45 days of the first scheduled day of class or the documented date of cancellation, whichever is earlier.

For students cancelling after arrival, the refund due will be paid within 45 days from the date of determination of cancellation.

Any refunds due will be paid to the person or organisation who originally paid the fees.

4. CHANGES TO ENROLMENT

EC reserves the right to charge an administration fee of 150CAD each time the course, accommodation or centre is changed or postponed after EC has confirmed the initial enrolment. This also includes requests for changes whilst the student is at school. (Not applicable in the USA). A downgrade in course type after booking is considered a cancellation and the same refund policies will apply.

5. SESSION BREAKS

Session breaks are dependent upon destination, course duration and visa requirements and are subject to EC's session break policy, available from: <http://partners.ecenglish.com/resources/session-break-policy>

6. PUBLIC HOLIDAYS 2021 FALLING ON A WEEKDAY

All EC centres will be closed on Public Holidays. An updated list of public holiday dates can be found on individual school pages and on the EC website. Centres do not make up for lessons missed on these dates. Exceptions are made for One-to-One lessons, which will be made up.

There is no refund for lessons missed due to a public holiday. All published course start dates fall on a Monday, however, if this day is a public holiday, the course will begin on the following working day.

7. CHRISTMAS /NEW YEAR HOLIDAYS 2021/2022

Schools will be closed only on Public holidays during this time (see the individual school price list). Lessons will not be made up on these days.

8. REDUCTION OF LESSONS

EC reserves the right to reduce the number of lessons in a class due to insufficient number of students. The lessons may be reduced as follows:

- General 20/Exam 20/Academic Year 20/ Semi- Intensive 24: If 1-3 students in class lessons reduced to 10 lessons/ week; If 4-6 students in class lessons reduced to 15 lessons/week
- Mini Group 20/Business English Mini Group 20: If 1-3 students in the class lessons reduced to 15 lessons/ week
- Intensive/Exam 30/Academic Year 30: If 1-3 students in class lessons reduced to 15 lessons/week; If 4-6 students in class lessons reduced to 20 lessons/ week
- Mini Group 30/Business English Mini Group 30: If 1-3 students in the class lessons reduced to 20 lessons/week
- Club 50+: If 1-3 students in class - courses change to standard Mini Group 20 and the social programme will change slightly
- English in the City / English for Work (10 lessons): If 1-3 students reduced to 4 lessons per week; if 4-6 students reduced to 6 lessons a week (4 lessons course will not be reduced)
- 30+ students may be asked to join a 16+ class as an alternative to a reduction of lessons.

If a student does not agree to the reduction of lessons (or combining with 16+ in the case of 30+) and wishes to change, cancel or transfer to another location where they will not need to reduce lessons/merging of classes, students are not penalized for this change and would be refunded appropriately.

US Only: Students studying on a valid I20 must maintain 18 clock hours per week.

9. ONE-TO-ONE LESSONS

All One-to-One lessons require 72 hours notice for cancellation, postponement or changes for a refund to be calculated. Sessions cancelled, postponed or changed in less than 72 hours will be charged in full.

One to one lessons booked as a course package (20 lessons or more per week), will be treated like all other EC programs and refunded as per standard terms and conditions.

One-to-One lessons are dependent on availability of staff and classroom space and will be scheduled accordingly. These lessons may be offered outside of regular class times and are subject to teacher and classroom availability.

We recommend booking more than 48 hours in advance as availability cannot be guaranteed if the period is shorter than that.

10. REISSUING LOST/MISPLACED STUDENT CERTIFICATES

Electronic files can be sent at no cost.

11. LEVEL OF ENGLISH/FRENCH

If a student does not have the minimum level of English/French required to follow a specific course, as determined by EC's Placement Test, EC reserves the right to move the student to an appropriate course for their level.

12. SCHOLARSHIPS

Recipients of scholarships or government grants should expect to pay a deposit to the school they are attending in cases where reimbursement to the school is not provided prior to the student commencing their course.

13. AIRPORT TRANSFERS

Flight details including: arrival time, flight numbers, airline and point of origin must be advised 7 days prior to arrival in order for EC to provide airport transfers. No refunds will be granted on transfers if flight details are not sent to EC at least 7 days prior to arrival. Airport transfer fees include a maximum of 1 hour waiting time. In the event of delays exceeding 1 hour, students will be charged the additional fee at the school. Transfer cancellations made within 48 hours of arrival will be charged in full.

14. CLASS INFORMATION

Courses run from Monday to Friday and are scheduled in the morning and/or afternoon depending on location. EC reserves the right to change timetable structure.

EC reserves the right to use classrooms in alternative premises of a similar standard. Special focus classes, free language workshops and language activities may vary between centres and are subject to change due to availability.

Any class that is cancelled by EC will be entitled to a full refund.

English in the City - some activities outside of the classroom may incur extra costs for transport and/or admission. All activities which include extra fees are optional and students may opt out if they choose not to pay the extra fees.

15. ACCOMMODATION

Students arriving in homestay or residence between 22.00 – 08.00 may be asked to book alternative accommodation in a hotel on their first night due to late/early arrival at accommodation. Some accommodation options may charge late arrival surcharges, this information is available at the time of booking.

A refundable housing deposit may be charged on arrival to students taking residential accommodation. Please note, deposit fees vary by school location and the fee and procedure are listed in the Residence factsheet.

A partial week between 3 and 6 nights will be charged as 1 week's accommodation. Stays of 1 or 2 nights, are subject to availability and nightly pricing will apply.

Where possible special dietary requirements will be accommodated. Availability and any applicable fees will be confirmed upon request.

EC may use carefully selected partners to house students with suitable Homestay providers.

Should EC receive positive visa application results fewer than 7 working days prior to arrival, EC reserves the right to offer alternative accommodation, which may incur additional charges.

Should the arrival day be postponed due to delayed visa applications EC cannot guarantee the original accommodation allocation.

Should EC have incurred any charges in reserving the accommodation for the student due to changes in visa status EC reserves the right to pass these charges on.

16. ACCOMMODATION FOR MINORS (UNDER 18, VANCOUVER UNDER 19)

Minors are required to book a homestay with EC for the duration of their stay until they turn 18 (Vancouver 19). Exceptions will only be made where minors stay in accommodation with their parents or legal guardians 25 years of age or more (as appointed and confirmed through the parental consent form provided). Students booked on an adult course and not traveling with a parent or guardian and arriving between 20:00 and 8:00 are required to purchase transfers through EC.

17. LOCAL TAXES

Local taxes may apply to a student's booking and will be clearly displayed upon invoicing.

18. SUPERVISION

Please note EC does not provide supervision for students who book an adult course. All students under 18 (Vancouver 19) will be required to complete a parental authorisation form prior to arrival. Please speak with your booking contact for more details.

19. EXPULSION

EC reserves the right to expel students for unacceptable or unlawful behaviour or lack of attendance. No refund will be given and any unpaid fees become immediately payable (excluding US and Vancouver). Repatriation is at student's own expense.

Students expelled from an EC course are no longer eligible for EC housing. Housing refund policies will apply.

EC has a zero-tolerance policy for discrimination, bullying and harassment in the workplace and the classroom; Discrimination, bullying and harassment of any kind is unacceptable, against the law, and will not be tolerated. EC expects students to behave in a manner that is considerate of those around them. Inappropriate conduct includes, but is not limited to:

1. disruptions to the learning environment (i.e. use of profanity, harassment, etc.);
2. deliberate destruction, misuse, or theft of EC property or the property of fellow classmates;
3. violence or threats of violence towards persons or property of students or school staff;
4. improper use of email or Internet access;
5. failure to comply with copyright laws and
6. use of drugs (including marijuana where legal) or alcohol on EC premises and/or when underage.

20. ATTENDANCE

EC requires that students maintain an attendance level of a minimum of 80%

21. PHOTOGRAPHY & FILMING

Students agree that photographs, videos, artwork or other works, as well as recorded or written testimonials; may be used, stored or transferred internationally by EC, or by a third-party agent, for promotional purposes including printed and online marketing materials and on any social media network without further consent or notification. If students do not wish to participate, EC will respect their wishes but it is the student's responsibility to absent themselves from the photograph/video.

22. DATA PROTECTION

Any information provided to EC may be held on computer and shall be used in accordance with its data protection registration and the national data protection laws applicable. EC may disclose appropriate personal data, including sensitive personal data of a medical nature, to relevant EC staff and third parties where there is a legitimate need or obligation to do so and where disclosing the information and the manner of disclosing the information complies with national privacy laws. We will not share sensitive information about students with any third party, including parents, legal guardians, caregivers, next of kin, or relevant government agencies without the student's consent unless there are reasonable grounds to believe the health, safety and/or welfare of the student and/or others is at risk, if any identified special needs are affecting the student's ability to participate, learn and achieve in an EC programme and/or where the law requires us to do so. Privacy policy can be found here <https://www.ecenglish.com/en/privacy-policy>.

23. HEALTH DECLARATION

At the time of booking, it is recommended that students choose to disclose any mental or physical illness, allergy, disability or condition that may interfere with their ability to successfully complete their programme, that may impact the wellbeing of any other student or staff member, that may require monitoring, treatment or emergency intervention during the student's period of enrolment, or that may require special accommodation.

EC will not discriminate on the basis of any above-mentioned conditions and will provide reasonable accommodation to meet all students' needs. Nevertheless, EC reserves the right to terminate a student's enrolment if the student's participation represents a risk to their, other students' or staff members' health and safety, or if, notwithstanding reasonable accommodations, in the opinion of EC, the student's physical or mental condition makes the student unable to successfully complete their programme. Refunds will be provided based on refund schedules as per terms and conditions.

24. DAMAGE TO PROPERTY

Students must pay the full cost of any damage they cause to property. Damage deposits may apply to certain accommodation options. These are payable upon arrival, or the first day of school.

25. INSURANCE**Student Insurance is available from EC:**

US, Canada: Health insurance only.

For detailed information on the insurance policies above, please refer to your EC contact or the EC Partners Site.

Students are not required to have insurance purchased from EC, but must have health, accident and travel insurance while attending any programmes. Personally provided insurance must be equivalent coverage to that provided by the EC insurance. EC schools in the US and Canada require students to show a proof of health insurance upon arrival. Where proof is not available, students must immediately purchase at least one week's insurance from EC. EC reserves the right to claim this cost from uninsured students, and during this week students must purchase insurance for their entire stay. In Canada, uninsured students may not attend class until proof of insurance is available and will not be refunded for lost class time.

26. LIABILITY

EC and its staff and representatives will not be liable for loss, damage or injury to persons or property howsoever caused, except where liability is expressly imposed by law. EC will not be liable in the event that any service contracted to be supplied by EC becomes impossible to supply for any reason or any cause outside the control of EC.

27. FORCE MAJEURE

EC shall not be responsible for any failure to comply with any of its obligations if the failure is occasioned by any cause beyond EC's reasonable control and despite the exercise of reasonable diligence and without incurring additional costs, cannot be prevented or avoided. Force majeure events shall include but shall not be limited to, act of government, war, threat of war, riot, civil strife, general labour disturbance, such as a boycott, strike, lockout, or 'go slow' directives, terrorist activity, natural or nuclear disaster, unusually adverse weather conditions, closure of an EC Centre, infectious diseases, viruses, plague, epidemic or pandemic health crises (caused by viruses such as Ebola, H1N1, H5N1, Zika, COVID-19, and other communicable diseases), or any action taken by a government or public authority, including prohibition of entry into a country or region of a country, promulgation of quarantine measures, ordering the "lockdown" of the whole or part of a country.

It is acknowledged that the epidemic health crisis in connection with COVID-19 and any related quarantine and actions of a governmental authority shall be considered a force majeure event for the purpose of these EC Terms and Conditions, even though the health crisis has arisen prior to the effective date.

28. AGENTS

EC Terms and Conditions are applicable to all students and agents.

29. VALID PRICES

Prices are valid for start dates from 1 January 2021. Prices are subject to change without notice and will be confirmed upon invoicing.

30. TERMS AND CONDITIONS

The current EC Terms and Conditions supersede any previous Terms & Conditions that were applicable at the time of student's booking. The most up to date terms and conditions can be found at www.ecenglish.com.