

# EC VIRTUAL

## 1. PAYMENTS

Payments may be made by bank transfer or credit card and must be received in full 3 working days prior to the course start date. A one-week tuition deposit must be paid immediately upon booking by credit card or by bank transfer.

No new bookings will be received after Wednesday for programs starting the following Monday. A booking confirmation will only be sent when the full payment has been received. Bank details are provided on the invoice. Payment must include all bank transfer charges (including intermediary bank charges).

## 2. REFUND AND CANCELLATION FEES

- If EC cancels a programme after a student's enrolment, EC will refund all monies already paid.
- All refunds are made to the original fee payer.
- Once eBooks have been issued, the materials fee becomes non-refundable.
- Refunds will be made within 45 calendar days of the documented date of cancellation.

### Course cancellation prior to the course start date

To students cancelling 14 days or more prior to the course start date, EC will refund fees received in full.

Students who are cancelling or postponing in less than 14 days prior to the course will be charged a cancellation fee equivalent to 1 week of tuition.

### Course cancellation, reduction after the course start date

After the start date of a student's course, any lesson not attended or entered late, hours reduced, cancelled or shortened, at the student's request, are non-refundable. Should a student's personal schedule change, students may take a break from their studies or request a change of time zone by the Wednesday before the desired changes.

For any lessons missed due to technical issues originating from student's internet connection or faulty equipment, EC will not refund, reduce the fees, credit or offer additional lessons.

In the unlikely event that EC would be responsible for technical difficulties obstructing student's ability to follow the lessons, a credit will be issued to the student for the missed lessons.

## 3. CHANGES TO ENROLMENT

EC reserves the right to charge an administration fee of 50EUR/CAD/AUD each time the course is changed after EC has confirmed the initial enrolment.

No changes can be made to a student's program once a week has started.

A downgrade in course type after booking is considered a cancellation and the same refund policies will apply.

All One-to-One lessons require 72 hours' notice for postponements. If notice received in less than 72 hours, the lesson will be charged in full.

## 4. PUBLIC HOLIDAYS FALLING ON A WEEKDAY

**Public Holidays:** New Year's Day, Good Friday, Easter Monday, Christmas Day and Boxing Day

Any public holidays that occur during a student's program will appear on the booking confirmation and 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.

## 5. 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.

## 6. VIRTUAL CLASS INFORMATION

Courses run from Monday to Friday and are scheduled in chosen times zones.

EC reserves the right to change the timetable structure.

One-to-One lessons are dependent on the availability of teachers and will be scheduled accordingly.

One-to-One lessons reserved with less than 72 hours' notice may not be accommodated.

## 7. PHOTOGRAPHY/FILMING & RECORDING

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. Online lessons may be recorded for quality and training purposes.

Students also agree to ensure that their webcam is switched on throughout each lesson.

## 8. 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>.

## 9. 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.

## 10. 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, rolling blackouts, cloud computing outages, cyber-attacks, 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.

## 11. AGENTS

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

## 12. VALID PRICES

Prices are valid for start dates from 12 October 2020. Prices are subject to change without notice and will be confirmed upon invoicing.

## 13. UPDATES TO TERMS AND CONDITIONS

All Terms and Conditions are subject to change. The most up to date terms and conditions can be found at [www.ecenglish.com](http://www.ecenglish.com).