

New Student Enrollment Agreement & Waiver form 2020

EC



www.ecenglish.com

Surname _____	Given/First name _____
Agent _____	Nationality _____
Date of Birth _____	Email _____
Home country _____	Phone _____
Address in home country _____ _____	Address in Canada _____ _____

Emergency Contact, Medical Information & Release

I hereby authorize EC staff to take whatever measures they consider necessary in obtaining emergency medical, or any other treatment while participating in classes or activities sponsored by EC.

In case something happens to you, who can we contact?

Medical Information

Name _____

Do you have any allergies?

Is this person in Canada?

Yes No

Yes No

Do you need medication on a regular basis?

Relationship to you _____

Yes No

Does this person speak English?

Yes No

Is there any reason why you may not participate fully in all activities?

If yes, to _____

Phone _____

If yes, for what? _____

If yes, why? _____

Part 1: Code of Conduct

I acknowledge that I have received the EC code of conduct and agree to follow the rules set forth in this document. I commit to speaking English as much as possible and treating the staff and my fellow students at EC with respect.

Part 2: Insurance Disclaimer

I acknowledge that by signing this document, EC has informed me that students must have adequate health, accident and travel insurance for the entire duration of any EC program. Students must provide proof of insurance upon arrival. Where proof is not available, students have until Thursday of their first week to provide proof of insurance. I acknowledge that I am assuming risks for any period of time I do not have health insurance. I acknowledge that I understand these risks and agree to release from liability EC, and their respective agents and employees, and that I am giving up substantial legal rights.

Part 3: Activity Release

I acknowledge that by signing this document, I am assuming risks, and agreeing to indemnify, not to sue and release from liability the organizer of any EC event that I participate in and EC, and their respective agents, employees, volunteers, sponsors, promoters and affiliates, and that I am giving up substantial legal rights. I acknowledge that I have read this statement carefully before signing, and understand what it means and what I am agreeing to by signing.

Part 4: EC Student Orientation Handbook

I acknowledge that I have received the EC Student Orientation Handbook which states rules of attendance and conduct that all students must follow while studying at EC. I agree to follow these rules or face the consequences as set forth in the handbook.

Part 5: Information Release

I agree to allow EC to release information about my local address and phone number, attendance record, and academic progress to EC partner universities, and to my sponsor, parent, guardian or agent. I understand that I may ask for a copy of the information which is released.

Part 6: Attendance and Progress

I acknowledge that I have received the EC Attendance and Progress policy, which explains what I can expect and what is expected from me to progress at EC.

Part 7: Terms and Conditions

I acknowledge that I have received the EC Terms and Conditions, which explain the refund policies and procedures should I want to extend, cancel or change any part of my program and what is expected from me to progress at EC.

Part 8: Bullying and Harassment

I acknowledge that EC has a zero tolerance policy for discrimination, bullying and harassment in the workplace and the classroom. Discrimination, bullying and harassment is unacceptable, against the law, and will not be tolerated, whether committed by EC staff or students.

Part 9: Pictures and Videos Rights

I hereby give EC English Language Centers the absolute right and permission to publish, copyright, distribute and use pictures or videos of me, or taken by me, for any purpose which may include, among others, advertising, promotion, marketing and packaging for any product or service. I agree that the images may be combined with other images or footage, text and graphics, and cropped, altered or modified.

Student Signature _____

Date _____

Terms and Conditions

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 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.

Dublin Only: Payments must be made through our Transfermate Education account at <https://ecenglish.paytostudy.com/>

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 and their course will be terminated without a valid visa.
- 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.
- A visa document courier fee or postal fee is charged each time documents have to be sent by courier or post. 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 in full, less any bank charges and any nonrefundable fees (registration fee, courier fees and bank charges).
- In the case of visa denial less than 7 days prior to arrival, a cancellation fee equivalent to 1 week of accommodation and tuition (not applicable in the US) in addition to non-refundable charges (above) will apply if we receive written evidence of visa rejection fewer than 7 days prior to arrival.
- 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.

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 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 (\$90 per service/LOA) is non-refundable once paid.

All refunds are made to the original fee payer. 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.

Students who require a visa/temporary residence permit may not be able to shorten their course due to the terms of their visa/temporary residence permit.

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 Schools (excluding Canada):

To students cancelling 14 days or more prior to the course or accommodation start date (whichever comes first), or to 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.

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

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 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.

Canada

To students cancelling more than seven days after the effective contract date and (i) at least 30 days before the contract 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

Accommodation cancellation prior to arrival

All schools:

EC accommodation: Students cancelling or postponing 14 days or less prior to their course dates, for reasons other than visa denial, will be charged a one-week accommodation fee at the standard accommodation rate and the accommodation placement fee.

Non-EC accommodation booked through EC that is not subject to the standard cancellation terms (i.e. accommodation contracted by EC through external suppliers), 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. We remind you that in cases of non-EC accommodation bookings, payment in full is required one month prior to arrival. EC will inform you of the booking terms of your chosen accommodation when confirming the booking.

Course cancellation, reduction after arrival, or "no shows"

US Schools (excluding California):

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 and course cancellations made after the midpoint of a course will not be refunded.
- Students who terminate their course after the mid-point of their 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 Only: 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 you have completed 60% or less of the scheduled days in the current payment period in your program through the last day of attendance. The refund will be less a registration or administration fee not to exceed \$250.00 within 30 days of withdrawal. 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.

UK, Ireland, Malta and Cape Town:

After the start date of a student's course, any lesson hours reduced, cancelled or shortened, at the student's request, are non-refundable.

Canada:

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

- If up to 10% of the program has been completed there is a 70% refund of unused tuition fees.
- If 11-30% of the program has been completed, there is a 50% refund of unused tuition fees.
- If more than 30% of the program has completed, there is no refund on unused tuition fees.

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

Accommodation cancellation after arrival

Students leaving their accommodation must give notice in writing 4 weeks prior to termination. After deducting the price of accommodation used, including the required notice period, charged at standard accommodation rates, students will be refunded the remaining accommodation costs.

If the 4-week notice period is not provided a cancellation fee equal to 4 weeks of the accommodation cost will apply.

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.

4. CHANGES TO ENROLMENT

EC reserves the right to charge an administration fee of 150CAD/50GBP/80EUR 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.

- 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.

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 2020 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 HOLIDAYS 2020/2021

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 / Academic English: If 1-3 students reduced to 4 lessons per week; if 4-6 students reduced to 6 lessons a week.

If a student does not agree to the reduction of lessons and wishes to change their course, cancel their course or transfer to another location where they will not need to reduce lessons, 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. REISSUING LOST/MISPLACED STUDENT CERTIFICATES

Paper reprint 60USD / 60CAD / 30GBP / 30EUR

Electronic files can be sent at no cost

10. 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.

11. 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.

12. 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 24 hours of arrival will be charged in full.

13. 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.
- One-to-One lessons are dependent on availability of staff and classroom space and will be scheduled accordingly. Lessons may be offered outside of regular class times and are subject to teacher and classroom availability.
- One-to-One lessons reserved with less than 48 hours' notice may not be accommodated
- Any class, One-to-One 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.

14. 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.

15. 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.

16. LOCAL TAXES

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

17. 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.

18. EXPULSION

- EC reserves the right to expel students for unacceptable or unlawful behavior 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.

- EC requires that students maintain an attendance level of a minimum of 80% (85% in Ireland).
- 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.

19. 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.

20. 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.

21. 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.

22. 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.

23. INSURANCE

Student Insurance is available from EC:

UK, Ireland and Malta: Combined health and travel insurance.

US, Canada and Cape Town: 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.

24. 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.

25. FORCE MAJEURE

EC will not be responsible for any failure to comply with any of its obligations (and therefore shall not be required to provide any compensation) if the failure is occasioned by any cause beyond EC's reasonable control. Nor shall EC be responsible for any costs incurred by or on behalf of the student as a result of any such cause. Such causes shall include but shall not be limited to act of government, war, threat of war, riot, civil strife, industrial dispute, terrorist activity, natural or nuclear disaster, unusually adverse weather conditions and infectious diseases.

26. AGENTS

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

27. VALID PRICES

Prices are valid from 1 January 2020. Prices are subject to change without notice and will be confirmed upon invoicing.

28. 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.