

TERMS AND CONDITIONS

USA · UK · MALTA

1. PAYMENT OF FEES

Payments may be made by bank transfer or credit card and must be received in full 21 days prior to arrival. A \$170 USD / \$170 CAD / £100 GBP enrolment fee is required for individual students into the UK and North America. A Group Deposit Fee of 25% is required upon confirmation of a group. The enrolment and Group Deposit Fee are non-refundable. Payment must include all bank transfer charges (including intermediary bank charges). No individual or group student will be allowed to participate in the programme reserved until the appropriate payment has been received.

2. SERVICES

EC YL reserves the right to change the particulars of the services, including changes to courses, timetables, locations, accommodation, facilities and dates of the programmes where circumstances beyond EC YL's control necessitate such changes or where the number of bookings received does not reach the minimum numbers required to operate a course viably. The sample programmes featured in marketing materials are for illustrative purposes and EC YL reserves the right to change the details without prior notice. If the change relates to the location and/or the date of the programme, then a refund will be offered if the alternative location and/or date is not suitable. EC YL will not accept any requests for a change to a Group programme less than 7 days prior to arrival. Note that the EC year-round schools accommodating EC YL groups will be shut on public holidays. The public holiday dates can be found on the EC website.

3. CANCELLATION POLICY

EC YL defines "cancellation" as withdrawal from a programme after enrolment confirmation and prior to the start of the study programme. All cancellations for Canada, Ireland, Malta and the UK must be made in writing to the Admissions team. The following policies apply:

Ireland, Malta and UK - Refunds before Arrival: Where cancellations are received in writing more than 21 days before the first-course start date 100% of package price will be refunded, but any individual enrolment or group deposit fee administration or courier fee is non-refundable. Where cancellations are received in writing 21 – 8 days prior to the programme start date, 30% of the package price will be charged in addition to other non-refundable fees. Where cancellations are received in writing 7 days or less prior to the programme start date 60% of the package price and transfer fee will be charged in addition to other non-refundable fees. Enrolment, insurance, courier and administration fees are non-refundable.

Canada (except Vancouver) – Where cancellations are received in writing more than seven days after the enrolment confirmation date and i) 30 days or more before scheduled start date, EC YL may retain up to 10% of Summer Programme fees due to a maximum of \$1000 CAD ii) 29 days or less before scheduled start date, EC YL may retain up to 20% of Summer Programme fees due to a maximum of \$1,300 CAD. **Canada (Vancouver)** – Where cancellations are received in writing more than 30 days before start date there is a 100% refund of fees. If 1 – 29 days before the start the date, there is a 90% refund of fees.

USA - No written notification of cancellation is required, except for California. Students studying in the USA cancelling their course prior to arrival will be refunded all monies paid, less any actual housing costs incurred by the institution and a maximum of \$500 (except for California where it is \$250) identified as non-refundable charges, including but not limited to courier, administration fees and enrolment fee. These non-refundable fees will be outlined in the enrolment agreement. For cancellations that result from visa refusal please see section 8 on visas.

4. WITHDRAWAL POLICY

EC YL defines withdrawal as termination of a study programme after the start date. This includes any 'no-show's'. Withdrawal for all students to Canada, Ireland, Malta, and the UK must be made in writing to our Admissions team.

Ireland, Malta and the UK: no refunds will be given once the study programme has commenced.

Canada (except Vancouver): refunds will be calculated as per below according to the percentage of the EC YL Programme completed:

- If up to 10% of the programme has been completed there is a 70% refund of unused fees.
- If 11 – 29% of the programme has been completed, there is a 50% refund of unused fees.
- If more than 30% of the programme has been completed, there is no refund of unused fees.

Canada (Vancouver only): refunds will be calculated as per below according to the percentage of the EC YL Programme completed

- If up to 10% of the programme has been completed, there is a 50% refund of unused fees
- If between 11% - 29% of the programme completed, there is a 30% refund of unused fees
- If 30% or more of the programme has been completed there is a 0% refund

For **USA enrolments (excluding California)**, EC YL may retain all tuition charges for up to 4 weeks, actual housing costs incurred and a maximum of \$250 for non-refundable fees including any enrolment or deposit fees, courier fees, and travel insurance. In **California**, students may withdraw from the programme by speaking with an EC YL staff member at any time and receive a pro rata refund provided they have completed 60% or less of the scheduled days of the programme. The refund will be less the enrolment and administration fee not to exceed \$250. If the student has completed more than 60% of the period of attendance for which the student was charged there is no refund.

5. GENERAL REFUND POLICY

EC YL will consider a partial week the same as if a whole week were completed and will refund just for full unused weeks. All refunds will be sent to the account of the EC YL Agent to whom the fees were originally paid, or to the individual from whom EC YL has received the original direct payment. In the unlikely event that the school is unable to deliver a study programme in full, the student will be offered a refund that will be paid within 14 days of the day on which the study programme ceased to be provided. The student may be offered enrolment in an alternative study programme at no extra cost. The student has the right to choose whether they would prefer a full refund of fees paid or to accept a place on another study programme. Students participating in a programme in California must sign a California State Enrolment & Refund Agreement form. Refunds will be processed according to these terms and conditions.

6. ARRIVAL AND DEPARTURE DAY AND TRAVEL DETAILS

All EC YL centres for Embassy Summer and EC Academy are Sunday arrival and departure. The exception is Embassy Summer Montreal and EC Academy UCLA that are Saturday arrival and departure, and Embassy Summer and EC Academy Malta that is either Saturday or Sunday arrival and departure. Packages include accommodation for 7 nights. Extra nights need approval and there will be an extra charge. If a mid-week arrival is approved the group will be integrated into international lessons either the next day or the following Monday, depending on availability and booking dates. The arrival and departure days for EC Study Tour groups are specified on your agreement. Travel details, including arrival and departure times and dates, flight numbers and airline must be sent to the Admissions team at least seven days prior to the scheduled arrival date. If notice is not received EC may not be able to provide a transfer and will not be held liable for any issues arising as a result. If a transfer is booked, the transfer confirmation document will be released once travel information and full payment have been received. Group transfers fees apply to the total number of students within a group arriving and departing together on the same flight. Students within the group arriving or departing on a different flight will be charged an individual transfer rate. If no transfer service is required by either individual or group students a Transfer Not Required form will need to be completed and sent to Admissions at least 7 days prior to arrival. This will detail the group or student's arrival and departure plans.

7. VISAS

Some students require a student visa or a tourist visa. Students should contact their local embassy, consulate or High Commission for additional information and entry requirements to their country of choice. Arranging the correct visa is the sole responsibility of the student or students' parent/guardian. Visa support documentation will be provided when we are in receipt of the 25% Group Deposit Fee (group students) or a Visa Deposit Fee of 250 CAD / EUR / GBP / USD (individual students). If the programme needs to be deferred due to visa processing delays EC cannot guarantee that the original allocations will apply and change of dates may incur an additional fee. Cancellations due to visa refusal will require a copy of visa refusal documentation and will incur the following costs: documents received 7 days or more prior to arrival a full refund less any courier and enrolment fees, documents received 6 days or less prior to arrival will incur any courier, enrolment fee, 25% Group Deposit Fee or Visa Deposit Fee. Please ensure you allow enough time for visa processing to help minimise cancellation charges that result from visa refusal. EC YL cannot be held responsible for decisions taken by embassies or immigration police, regarding entry visas or visa extensions.

8. ACCIDENT, MEDICAL AND TRAVEL INSURANCE

Any medical costs (including transportation and prescription medication) are the responsibility of the individual. It is a condition of making a booking with EC YL that all students have appropriate accident, medical and travel insurance. Each student may be required to provide proof of suitable medical insurance (in English) prior to or upon arrival at the centre. In the USA and Canada, this is obligatory. All group and individual students should be adequately insured and will be required to provide evidence of this on arrival. Guard Me does not cover students booked on Horse Riding or Scuba Diving for Personal or Accident Liability. Individual and Group students can opt to take our own Guard Me insurance except for Montreal where it is included in the programme price. Coverage under the Guard Me insurance policy commences when appropriate payment has been received. The Guard Me insurance fee is non-refundable. Full details of what Guard Me Insurance includes can be found on the EC website.

9. SAFEGUARDING

Full details on EC YL Safeguarding Policy is available on the website. EC YL reserves the right to terminate the study programme of a student if it judges it cannot provide safe and effective care or 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 YL, the students physical or mental conditions makes the student unable to successfully complete their programme.

10. DATA PROTECTION

Any information provided to EC YL may be held on computer and shall be used in accordance with its data protection registration and the national data protection laws applicable. With your consent or where there is a legitimate need or legal obligation to do so, EC YL may disclose appropriate personal data, including sensitive personal data of a medical nature, to relevant EC YL staff and third parties. We will not share sensitive information about students to any third party without their consent unless there are exceptional circumstances, such as when the health and safety of student and others are at risk or where the law requires us to do so. Our Privacy Notice is available on the EC website.

11. GROUP LEADER AND ADDITIONAL ADULTS

The minimum age for the lead group leader of EC YL groups is 21 years. We are obliged to obtain confirmation that all adults accompanying students hold evidence of their suitability to work with children. A signed letter of good conduct is required for every group prior to arrival and before admittance is permitted to the centre. For full details on the level of care provided please visit our EC website.

12. PARENTAL CONSENT, HEALTH DECLARATION AND ACTIVITY FORMS

A Parental Consent and Health Declaration form is required for all YL students who are minors. A signed and completed Activity Form is required for certain activities. Forms should be signed, completed and returned, via your agent at least 21 days prior to start date. Students will only be able to participate in activities if we have parental or guardian consent. Any student arriving with a condition not previously reported, or which requires regular staff supervision, may be sent home. Any costs incurred through repatriation will be borne by the student.

13. UNACCOMPANIED MINORS

The EC YL Unaccompanied Minor Fee applies if a student is travelling as an Unaccompanied Minor with their airline. Airline policy varies so it is advisable to check before booking a flight. The fee for this service is noted in the Fees and Facts section of the price list. Please advise at the time of booking if the student is travelling as an unaccompanied minor. Information regarding the Transfer representative that will meet the Unaccompanied Minor will be available at least 7 days prior to arrival

The Canadian Custodianship fee applies to all individual students if they require EC YL to act as their custodian. All minors must either come with their parent or legal guardian or have a custodian in Canada.

14. STUDENT DISCIPLINE AND CURFEW TIMES

Failure to follow centre rules and curfew times or applicable local laws will result in disciplinary action. EC YL disciplinary procedure is detailed on the website.

15. EXPULSION

Students who have been issued with a written warning and continue to commit offences will be expelled from the centre. EC YL also reserves the right to immediately terminate the programme of any person or group whose behaviour is likely to cause distress, damage or danger to other participants, EC YL employees or other stakeholders. EC YL also reserves the right to immediately terminate the programme of any person or group whose behaviour is sufficiently serious or contrary to applicable local laws. This behaviour includes but is not limited to under-age purchase or consumption of alcohol, possession of illegal substances, any damage to property and threatening, violent or abusive behaviour with students and/or staff. EC YL will not be liable for any costs incurred in this process and the cost of repatriation will be at the parent or legal guardians expense. In Canada, Ireland, Malta, and the UK, no refunds will be made for any programme elements missed as a result of such termination. For US students, typical refund policies apply to all expelled students.

16. RESOLUTION OF DISPUTES

If a student, agent or their representative wish to complain about any aspect of the services provided by EC YL, such a complaint should be made in writing, in English or native language, to the Centre Manager. If not resolved, this should be sent to the Customer Support Team, customersupportteam@ecenglish.com. Each complaint will be fully investigated provided that it is received within 4 weeks of the study programme end date and that it was initially registered in writing with an on-site representative and all fees have been paid in full. If the matter is not satisfactorily resolved, please contact:

EC Young Learners Head Office, Lisa James, Managing Director,
EC Young Learners Operations Centre, Ecover House, 2 Bartholomews,
BN1 1HG, Brighton, East Sussex, United Kingdom
LisaJames@ecenglish.com

Should a client be unsatisfied they have the right to appeal directly to the regional accreditation or licensing body for that country, province or state. (See the EC website for links to accreditation and licensing bodies.)

17. AGE RANGE AND SUPERVISION

At programme commencement, the age of the student must fall within the age range specified for their chosen programme. On occasion, approval may be received to accept a student who does not fall within the age range. An Out of Age Range form must be completed and sent to the Admissions team prior to arrival. Group leaders accompany students that enrol with a group and to ensure our individual students are happy and well cared for we provide guardians. Students are supervised during and after class, activities and excursions. Night Supervisors are at our centres to make sure that we provide 24-hour support to our students.

18. ACCOMMODATION

All rooms are guaranteed single-sex. In residential accommodation, the third/ fourth bed maybe a folding be / sofa bed / pull out / bunk bed which is normal practice in residences worldwide.

19. KEY/DAMAGE DEPOSIT

Students will be required to pay a deposit of £30 (UK) €50 (Malta and Ireland) \$100 (USA and Canada). The deposit will be returned at the end of the student's stay subject to any damages caused, lost keys or lost travel cards. The full cost of damages in common areas will be charged to relevant groups of students unless the group or individual accepts responsibility. Immediate payment will be required. Damages could also result in the group or individuals being expelled.

20. POCKET MONEY

EC YL does not provide a pocket money service for students. Students' parents/guardians should ensure their children have sufficient pocket money for the duration of the stay. Should students require pocket money during their stay, parents are asked to transfer the funds through an international transfer service. In this case, EC YL will charge 10 CAD/EUR/GBP/USD per transaction. Collection of monies from international transfer services will be scheduled weekly. Students will be required to present the proper identification, confirmation number and amount to be received before any funds are disbursed by the international transfer service.

21. PHOTOGRAPHY AND FILMING

EC YL may take promotional photographs and video footage of students during your child's stay. We will only use students whose parents/guardian has agreed (via the Parental Consent form for minors) for their child's images to be used for publicity.

22. DISCRIMINATION AND HARASSMENT

EC YL has a zero-tolerance policy for discrimination, bullying and harassment in the work-place and the classroom. Discrimination, bullying or harassment is unacceptable, against the law, and will not be tolerated.

23. LIABILITY

EC YL 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 YL will not be liable if any service contracted to be supplied by EC YL becomes impossible to supply for any reason or any cause outside the control of EC YL.

24. FORCE MAJEURE

EC YL 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 YL's reasonable control; nor shall EC YL 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 war, the threat of war, riot, civil strife, industrial dispute, terrorist activity, natural or nuclear disaster and unusually adverse weather conditions. Without prejudice to the foregoing, EC YL will do its utmost to provide the necessary care of students affected by causes beyond its control; however extra accommodation, transfers, repatriation and any other expenses resulting from such causes are to be borne by the student. In any such case, students might have to be accommodated in emergency accommodation which may not be of the same standard or located in the same geographical area as the accommodation that would otherwise be provided by EC YL in terms of its obligations. If, notwithstanding that it has no obligation to do so, EC YL covers any costs for which the student is responsible, EC YL shall be refunded such costs in full.

25. GENERAL DISCLAIMER

EC YL works with external host providers who provide facilities only and there is no connection with the schools in terms of operations.

26. POLICIES AND PROCEDURES

All Clients must adhere to our policies and procedures a full list can be found on our website

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The above terms are applicable to direct students and agents representing students unless variations are expressly agreed between the agent and EC. The current EC YL Terms and Conditions supersede any previous Terms and Conditions that were applicable at the time of the students booking. The most up to date terms and conditions can be found at www.embassysummer.com/about-us/terms-and-conditions.