



ETC International College

FEHE Terms and Conditions

February 2020

If you require this document in an alternative format please email enquiries@etc-inter.net

Please contact enquiries@etc-inter.net if you have problems in viewing any of the additional links given in this document or you would like further information.

Definitions

For the purpose of this document the following definitions and acronyms will apply:

ETC International College will be referred to as 'ETC' or 'the College'.

Sponsor: a sponsor is an individual or organisation who sends a student or group of students to ETC to follow a course and is responsible for paying their course fees in full.

ETO (Educational Tour Operator): an ETO is a third party representative who enrolls students onto courses at ETC on behalf of the student who is responsible for their own fees.

1.0 The Contract

- 1.1 These terms and conditions, along with the Offer Letter, pre-contractual information (brochure sent at the time of offer) and information within the rules & regulations and policies & procedure documents linked within this document (as updated), form an agreement between ETC and the student. The contract comes into effect upon acceptance of the Offer.

2.0 Admissions

- 2.1 Once a student has applied and sent their required documents, ETC will assess the application. Entry requirements are set out in the brochure. Documents submitted in support of the application will be reviewed and checked for authenticity to ensure the students meet the course prerequisites.
- 2.2 Upon acceptance of the application ETC will send an Offer Letter stating whether the offer is conditional or unconditional. If it is conditional the Offer Letter will also set out the conditions of the offer.
- 2.3 The student has 14 days to accept the offer from the date shown on their Offer Letter.
- 2.4 If a student does not fulfil the conditions of their offer before one month prior to the start of their course or the date specified in their Offer Letter, ETC reserves the right to withdraw the offer. If this happens the student/sponsor will be refunded in full, provided the student hasn't already received their visa. Due to Home Office rules and regulations, no refunds will be made once a visa has been obtained.
- 2.5 Fees are required to be paid in full or where a sponsor is providing payment, a Financial Guarantee Letter deemed acceptable by ETC is received before the College can issue a visa letter / CAS. Full payment is a demonstration of the student's intention to follow the course and no refunds are offered to students once a visa has been issued.

3.0 Student Fees

- 3.1 ETC endeavours to provide transparency and fairness with regards to fees and charges. ETC publishes fee information, complete with information on additional charges, in its brochures and on the website at the start of each academic year for course start dates the following year.

- 3.2 The Student is sent information about the tuition fees, other relevant costs and ways to pay by way of invoice issued at the time of offer. The student can find out more information or may enquire regarding the invoice by contacting the finance department: invoices@etc-inter.net / 01202 559044.
- 3.3 ETC will submit an invoice to the student, sponsor or Educational Tour Operator (“ETO”) with the offer letter. Payment terms are stated on the invoice; payment is due four weeks prior to the course start date. If the offer is accepted less than four weeks before the start of the course, full payment is due immediately.
- 3.4 Fees are reviewed annually in-line with inflation linked to the RPI (Retail Price Index) to take into account ETC’s increased costs of delivering services.
- 3.5 Once a student has received their invoice these fees will be honoured for the period the student is studying, as detailed in their Offer Letter.
- 3.6 If the student does not accept the offer within 14 days and does not request a postponement, the original offer and fee will expire and the student will need to reapply. Subsequent offers will be made based on fees for the relevant academic year. Students will be sent new course information and fees upon re-enquiry.
- 3.7 All course, accommodation and service fees are available on the ETC website, in printed material and are sent to students upon enquiry.
- 3.8 Students booking directly or through an ETO are responsible for their fees. The sponsor is responsible for payment of fees when a student is sponsored by a government, embassy, company or other third party.
- 3.9 Late payments of or failure to pay tuition fees may result in students being refused entry to classes.
- 3.10 Deposits and fees are non-transferrable between students.

4.0 How to pay

- 4.1 ETC must receive the amount stated on the invoice in pounds sterling.
- 4.2 Students may pay using the following methods:
 - Credit / Debit card (over the phone or in person)
 - The College will not add a transaction charge for payment of fees by debit or credit card. Students should ensure sufficient funds are available before payment is processed.
 - Bank transfer. All bank charges must be met by the student.
 - Via our website using our online payment facility, provided by Flywire:
 - <https://etc-inter.net/pay-online/>
 - Flywire offers safe and secure online payments in the student’s own currency.
 - Students can pay securely from any country and any bank, typically in their own currency.
 - Flywire accepts payment by bank transfer, credit / debit card or e-wallet solutions, including AliPay and China UnionPay.
 - Flywire guarantees the cheapest exchange rates.
 - Students / sponsors / ETOs can track their payments from start to finish.
 - If students have any queries regarding the online payment facility they can contact Flywire’s multilingual customer support team. Students can contact Flywire using the chat facility on their website at any time of the day or night: <https://flywire.com/help>.
- 4.3 All bank charges in connection with Flywire must be met by the student.

5.0 Failure to pay

- 5.1 Should students / sponsors fail to pay their fees in full, ETC shall notify the student / sponsor of any outstanding fees and how to pay.
- 5.2 Should payment continue to be outstanding ETC may withdraw the student from their course of study and may take the decision to not allow re-enrolment.
- 5.3 Students will only be awarded with a certificate once full payment has been received by ETC.
- 5.4 ETC may refer to the College's external solicitors and/or debt collection agents to pursue recovery of the debt.
- 5.5 ETC reserves the right to refuse an enrolment if payment and full documentation have not been received.
- 5.6 ETC reserves the right to not provide a student with lessons, accommodation, transfers, etc., if payment of all fees and documentation have not been received.

6.0 Holidays

- 6.1 Students are only allowed to take holidays (apart from official UK public holidays) if:
 - Their course is of more than 18 weeks' duration; and
 - They have already completed a minimum of 12 weeks' study; and
 - They booked their holidays when they enrolled; and
 - Their holidays are taken in accordance with the dates specified in their Letter of Acceptance.
- 6.2 Students who are sponsored under the Tier 4 visa system cannot take holidays unless they were requested at the time of their booking (and are accepted by the Home Office).
- 6.3 Students who take holidays will lose that part of their course affected; no refunds or extensions will be given and their absence from lessons will be shown on the class register.

7.0 Students should aim to attend 100% of classes, at the very least 80% of classes. In persistent cases of low attendance of less than 80% of the timetabled hours the Home Office, the student's Embassy and/or sponsor and/or parents (if the student is aged under 18) may be notified as appropriate and students may be asked to leave ETC. The following procedure will be followed:

- Verbal warning
- 1st attendance warning letter
- 2nd attendance warning letter and meeting with tutor / senior academic staff
- Final attendance warning letter
- Expulsion from the course and Home Office notified.

8.0 Data Protection

- 8.1 To ensure that you receive the services you have requested, we may be required to pass information to other parties providing services relating to your stay, i.e. for the reservation of accommodation and airport transfer. Information may also be provided to HMRC (Her Majesty's Revenue and Customs) or the Home Office, as required by law.
- 8.2 Where your information is held by an ETO in your country, this information will be subject to the data protection policy of the ETO and your country's national law.
- 8.3 If you would like to view more information on the way your information is handled by ETC, please see our [Data Protection and Privacy Policy](#). Please ask us at enquiries@etc-inter.net if you, for any reason, are unable to view this document.

9.0 Minimum Number of Class Participants

- 9.1 We require there to be at least four students enrolled on a course in order to be able to run that course. If there are fewer than four students enrolled on a course, ETC will inform the student

and/or sponsor and/or ETO in good time, ordinarily four weeks prior to the start of the course. If ETC is unable to offer another suitable course, fees already paid will be refunded in full, thereby excluding any further liability on the part of ETC.

10.0 Students under the age of 18

10.1 Students aged 17 will only be accepted on a University Preparation or Pre-Sessional course once we have received a signed Enrolment Form and Parental Permission Form wherein consent is given to ETC to act on the parent / guardian's behalf in the case of a medical emergency.

11.0 Cancellation, withdrawal, suspension or other interruption of studies

11.1 Students have the right to cancel this contract within 14 days without giving any reason.

- The cancellation period will expire after 14 days from the day the student accepts the offer. ETC must receive the student's notification to cancel before the cancellation period has expired.
- Students can notify the College of their intent to cancel their course within the 14 day cooling off period via email, letter or by completing the [Model Cancellation Form](#). Use of this form is optional.

11.2 If the student cancels within 14 days of accepting their offer, the College will refund all fees and /or deposits that have been paid. Reimbursement will be made within 14 days of the date of cancellation. Reimbursement will be made using the same means of payment as was used for the initial payment.

11.3 In the case that a student has obtained a visa before the end of the 14 day cooling off period and wishes to cancel, ETC will not issue any refunds of fees or deposits. This is due to Home Office regulations and the student will be expected to continue with their course.

11.4 No fees or deposits will be refunded once the cooling off period has ended or once the student has received their visa, whichever occurs first.

11.5 If a student does not arrive to start their course on the arranged date, no refunds are payable and acceptance of the student onto the remainder of the course is at the discretion of the College.

11.6 Students who withdraw early from their courses, fail to arrive for their courses, fail to attend classes or otherwise do not meet their obligations under the terms of their visa will be reported to the Home Office according to the prevailing regulatory system.

11.7 No compensation, fee reductions, refunds, credit, additional lessons or extension of the course will be given:

- For lessons replaced by testing and class allocation procedures on course entry dates or when tests form part of the course progress monitoring procedures.
- For days when ETC is closed because of official UK public holidays.
- For services or facilities included in the fees and not used.
- When students reduce the number of lessons studied, take an unplanned vacation, enter the course late or leave earlier than planned.

11.8 Students are advised to take out appropriate personal insurance against the inability to attend or continue a course for medical or compassionate reasons, as no refunds can be given in such circumstances.

11.9 If students have a problem paying their fees, they should notify ETC by phone, email or letter as soon as possible.

11.10 If a student, in agreement with ETC, is unable to commence their course on the planned start date and wishes to postpone their course, such postponement will be valid for one year from the original planned start date.

- 11.11 Valid reasons for accepted postponement may include unsuitable entry requirements, serious illness of student or immediate family member or death of an immediate family member, travel restrictions enforced by governments or other authorities.
- 11.12 No refunds will be given for postponement.
- 11.13 If a student postpones their course for more than one academic year they may be required to pay any difference in the fees upon re-application.
- 11.14 In the event that a student has already commenced their course and are unable to temporarily continue due to medical or compassionate reasons, including serious illness or death of an immediate family member, ETC will make reasonable efforts to accommodate the needs of a student if they require time off, including postponement of up to one year. Upon postponement students will be required to restart any incomplete units.

12.0 Visa Refusals

- 12.1 If a student's visa application is turned down and the student cannot therefore attend a course at ETC as scheduled, any fees paid by the student will be refunded minus the enrolment fee, any fees already paid out to a third party and any bank transfer fees. Any further refunds will be given at the sole discretion of the College. In order to obtain this refund, the student must return the:
- ETC Letter of Acceptance
 - Visa refusal letter
 - Any other documents issued.
- The above documents must be sent by the student, sponsor or their ETO and received by ETC within 6 months of the date of the visa refusal for a refund to be made.
- 12.2 If a student is refused a visa for having presented forged or falsified documents as part of his or her application, no refunds will be made.

13.0 General Student Visas (Tier 4)

- 13.1 Students who withdraw early from their courses, fail to arrive for their courses, fail to attend classes or otherwise do not meet their obligations under the terms of their visa will be reported to the Home Office according to the prevailing regulatory system.
- 13.2 By accepting these terms and conditions you agree to ETC occasionally contacting the Home Office and the Home Office releasing information to ETC regarding details of outstanding visa applications and previous immigration history.

14.0 ETO / Representative Bookings

- 14.1 When booking through an ETO the terms and conditions of that ETO also apply and you must contact that ETO if you would like to change your booking. The ETC Terms and Conditions as stated here remain applicable.

15.0 Late Arrivals, Unauthorised Absences, Withdrawals and Expulsions

- 15.1 ETC expects each student to complete the course of study that he or she has booked. Students that require a visa must leave the United Kingdom at the end of their studies, unless they have obtained the appropriate visa or permission to remain in the UK. Students must notify ETC if they are unable to start their course on the date stated in their Offer Letter. They should give their reasons for the delay as ETC is obliged to report this information to the Home Office. Any unauthorised absences could result in expulsion from ETC. Students must notify ETC of any changes to their plans.
- 15.2 ETC has the right to expel a student with no refund for breach of the rules and regulations referred to in this contract.
- 15.3 ETC reserves the right to expel a student from a course if they have made an incorrect declaration in the process of applying for the course.

16.0 Rules and Regulations

16.1 By accepting a place at ETC students agree to abide by the Student Code of Conduct, Policies and Procedures and rules and regulations stipulated by ETC. The following links provide further information on ETC's expectations of students and how ETC and students work together to create a safe and positive learning environment for all. These form part of the contract:

- [WiFi Policy](#)
- [Student Code of Conduct](#)
- [Equality and Diversity Policy](#)
- [Code of Practice on Freedom of Speech](#)
- [Statement of Principles on Academic Freedom](#)
- [Guidance on dealing with alleged abuse including bullying](#)
- [Residence Rules](#)

17.0 Accommodation

17.1 We can only secure accommodation once we have received full payment. Students may lose their room or may have to change accommodation if payment has not been received for their booking(s).

17.2 Homestay accommodation can only be booked firmly once ETC receives confirmation that the student has obtained a visa. Obtaining a visa may take several months so it is very important that the student applies for their visa well in advance. Please note we are unable to issue a CAS more than 6 months in advance of the course start date.

17.3 Students extending their accommodation may be required to change room or accommodation if their room is no longer available.

18.0 Homestays

18.1 ETC acts solely as an ETO in the provision of homestay accommodation for students, not as principal. Accommodation is normally arranged from midday on Sunday until midday on the following Sunday each week.

18.2 Homestays normally include bed, breakfast and an evening meal from Monday to Friday. Additionally, it includes lunches or packed lunches on Saturdays and Sundays. Students are responsible for keeping their rooms tidy and making their own beds.

18.3 Allocation of students to homestays: ETC will try to find the kind of family that the student has asked for on the Enrolment Form. We will do our best to meet all of the student's preferences (subject to availability).

18.4 Students must pay for at least one week's accommodation, four weeks in advance; ETC does not arrange the accommodation until this is paid. If students do not stay in this accommodation, ETC will retain a £100 cancellation fee, plus one week's accommodation fee.

18.5 Length of stay: If the student is not sure how long he or she would like to stay in the homestay, he or she should give an estimated number of weeks and stay in the accommodation until then. It is usually possible to extend the stay after the student has arrived (subject to availability).

18.6 Arrival time: Students must inform their homestay of their expected arrival time at least 5 days before they travel. Please note that homestays may not accept students arriving after 12pm midnight.

18.7 Problems: If students have a problem with their accommodation, they should tell the Accommodation Officer either in person, by phone, letter or by emailing:

accommodation@etc-inter.net

18.8 Changing accommodation: If students want to change their accommodation for their own reasons, a week's notice and a cancellation fee of £100 is required.

- 18.9 If students want to shorten their course at ETC, they must leave their homestay accommodation. They may not make a private arrangement with their homestay.
- 18.10 If students at ETC wish to arrange their own accommodation, they must give ETC their new address.
- 18.11 ETC is obliged by law to keep students' accommodation details so that they can provide this information to authorities including the Home Office. It is therefore imperative that students keep ETC updated regarding their accommodation.
- 18.12 Where possible, extra nights' accommodation at the start and finish of the course may be arranged with fees calculated on a pro rata basis.

19.0 Residential accommodation:

- 19.1 A credit card authorisation of £200 is required on arrival to act as a deposit. If no credit card is available, an alternative will be requested. We require at least one week of accommodation to be paid at the time of booking. We can only secure accommodation for the period that has been paid for in full.
- 19.2 Students may lose their room or may have to change accommodation if payment has not been received for their booking(s).
- 19.3 Students extending their accommodation may be required to change room or accommodation if their room is no longer available.
- 19.4 No refunds are given after the student's date of arrival. If a student leaves the residence early a credit will be placed on their account for them to redeem their residence booking at a later date (subject to availability), valid for up to a year from the date of issue.
- 19.5 ETC reserves the right to request that a student leaves the residence, with no refund payable, if he or she fails to respect the [residence rules](#).

20.0 Liability / Force Majeure (circumstances beyond the College's control)

- 20.1 In the event of circumstances beyond the College's control, which prevent the College from providing services as promised, the College will take all reasonable steps to minimise the resulting disruption to services and students affected.
- 20.2 ETC will endeavour to offer alternative study options to affected students, such as the opportunity to change course, continue studying on a modified version of the same course or aid transfer to another institution.
- 20.3 In the event that alternative study options cannot be found, the College is not liable for any losses or damage suffered by the student and no refunds will be given.
- 20.4 Circumstances beyond the College's control may include, but are not limited to:
- Staff sickness or the unanticipated departure of a key member of staff
 - Strikes including but not limited to industrial action by staff or third parties
 - Acts of war or terrorism
 - Acts of any governmental or local authority
 - Natural disasters including, but not limited to fires, floods, storms, earthquakes or extreme adverse weather conditions
 - failure of energy sources or transport network
 - acts of God
 - nuclear, chemical or biological contamination
 - collapse of building structures
 - epidemics or similar events
- 20.5 ETC does not accept liability for any loss of or damage to students' property or for extra expenses incurred by circumstances beyond our control-

20.6 ETC does not hold insurance to cover students against doctors' fees, hospital or drug expenses or loss of baggage, loss of money or damage to property (including the property of a homestay) by students. Students are advised to take out full insurance to cover all appropriate risks and to ensure that they are repatriated in the event of serious accidents, illness or death. Students are strongly advised to take out full insurance in his or her own country as protection against losing money through leaving a course early due to illness or for personal reasons. In signing the Enrolment Form, you agree to absolve ETC of all possible liabilities which may arise if you do not take out adequate insurance cover.

20.7 ETC works in partnership with Guard Me to offer student insurance. You can find out more on their website: www.guard.me or please contact ETC for more information.

21.0 Changes to a Course

Discontinuation of Courses and Significant Course Changes

21.1 ETC endeavours to provide all educational services as described in its pre-contractual information and will take all reasonable steps to do so for all registered and prospective students. ETC endeavours to ensure all changes are kept to a minimum where they do not bear positive effects to the students.

21.2 In rare cases where ETC discontinues a course, current students will follow a 'teaching out' period to fulfil their contract with the College.

21.3 Students will be consulted on any significant changes made that are necessary to implement before the end of the course, prior to implementation. Student feedback is welcomed on such matters.

21.4 Any changes will be communicated to the affected students as soon as is practicable via email, SMS (if the student is opted in to receive SMS), the student portal and via notices on school notice boards.

21.5 Changes to a course may include, but are not limited to:

- Amendments to units and learning outcomes
- Method and weighting of assessment
- Addition or removal of optional modules
- Changes to the final award title
- Changes to satisfy updated requirements from awarding bodies or regulatory authorities.

21.6 If it is not possible to 'teach out' the remainder of the course or if ETC makes significant changes to the course that are not accepted by the student, ETC will use reasonable endeavours to find a replacement course for the affected student, for which the student is qualified, either at ETC or an alternative institution.

21.7 In the event that an alternative course cannot be provided, students / sponsors will be refunded the course fees on a pro-rata basis. See clause 23 for more information on refunds and compensation.

21.8 Students should be aware that where there are pathways or optional modules indicated, these may change or cease to run where there is insufficient staff, student interest or spaces available. In this case ETC will advise the student as soon as possible to help them choose an alternative suitable module.

22.0 Minor Courses Changes

22.1 ETC may change elements of the course in order to improve the quality of educational provision, in response to student feedback or to meet the latest requirements by an accrediting body.

22.2 Elements that may change include:

- The content of a module (updated due to new best practise)

- The timetable, location and number of classes
- The method and schedule of delivery
- The teacher delivering the subject
- Assessment methods.

22.3 Any changes made will be communicated with students as soon as practicable via email, SMS (if the student is opted in to receive SMS), the student portal and via notices on school notice boards.

23.0 Refund and Compensation Policy

23.1 ETC considers refund and compensation as a last resort and we encourage students to use our Complaints Policy to remedy less than satisfactory situations or occurrences. ETC is committed to providing all educational services as described in its pre-contractual information and will take all reasonable steps to do so for all registered and prospective students. However the College also recognises that it is important to address unlikely situations, out of the student's control, which may result in the College being unable to perform a service to its full extent.

23.2 In the event that ETC ceases operation and is unable to 'teach out' the remainder of the course, ETC will use reasonable endeavours to find a replacement course for the affected student, for which the student is qualified, either at ETC or an alternative institution.

23.3 When a student has already commenced study, is forced to withdraw from ETC in a circumstance where ETC is unable to preserve continuation of study and an alternative is provided at another provider, students are able to submit a claim for compensation to cover additional costs reasonably incurred by the transfer. Students must first go through the [Complaints Policy](#) and have their complaint upheld to submit a compensation claim. Students can do this by completing a Compensation Claim form ([LINK](#)) within 30 days of the date of their transfer. Students must send this form to invoices@etc-inter.net. This only applies to students who have not yet completed their course.

23.4 Compensation may be made to cover tuition fee costs, maintenance costs, commitments to honour student bursaries, reasonably incurred accommodation costs or cancellation fees for accommodation and travel costs as a result of transfer. In exceptional circumstances the College may grant compensation for lost time where it is not possible to preserve continuation of study. Compensation may take the form of a monetary payment, goodwill gesture, discount, apology or other form of benefit. Compensation claims will be reviewed on a case-by-case basis.

23.5 When transferring to another provider, due to visa regulations, tuition costs will be made to the new provider, not to the student and the Home Office will be notified of the transfer.

23.6 Where a student is sponsored and receives financial allowance for their living and travel costs, compensation will be agreed with the sponsor.

23.7 In the event that an alternative course cannot be provided, students / sponsors will be refunded the course fees on a pro-rata basis.

23.8 Refunds will be made via the original method of payment.

23.9 If there are outstanding payments from a sponsor, the total amount due would be adjusted or cancelled, as appropriate.

23.10 Please see our [Student Protection Plan](#) for further information on risks that may occur and measures we have in place to protect the best interests of our students. The plan can be viewed on our website: <http://www.etc-inter.net/staff-area/Policy%20and%20Procedure/Student%20Protection%20Plan%20August%202019.pdf>

23.11 Refunds and compensation are not payable in the event of circumstances beyond the College's control, as set out in section 20: the Liability / Force Majeure policy.

24.0 Validity of Conditions

24.1 The FEHE Terms and Conditions are valid from the date stated at the top of this document and are subject to English and Welsh law. The English language version of these conditions is legally binding in all cases and replaces all previous versions. In cases of dispute, the law of England and Wales applies.

If students are not satisfied with any part of our service, they should speak to Reception or contact us on the details below. Please see our FEHE [Complaints Procedure](#) for more information. Our aim is to ensure that students are able to benefit from their time at ETC and we will do our best to resolve any problems.

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www.etc-inter.net

These Terms and Conditions have been produced following the 'UK higher education providers – advice on consumer protection law' by the CMA (Competition & Markets Authority).

These terms and conditions are reviewed annually, in November, or as and when necessary. The Board of Governors provide oversight for the Terms and Conditions. Students will be notified immediately via email of any changes that have taken place. Changes will also be highlighted on the student portal when updated.