



EF International Language Campus

Name of Institution

03958

Institution Number

**Dispute Resolution Policy**

Name of Policy

**June 1, 2019**

Effective Date

**February 15, 2024**

Revision Date

## Dispute Resolution Policy – British Columbia

This policy governs complaints from students respecting EF Education First and its two locations in British Columbia in Vancouver and Vancouver Island as well as any aspect of its operations.

### General Concerns

We want you to have the best EF experience possible. If you are unhappy in any way, we encourage you to speak with an EF staff member as soon as possible. If you are unhappy with your English lessons, please first speak with your teacher. Your Teacher is here to help and only wants the best for your English education. If you are not comfortable speaking with your teacher, the academic office is always willing to help.

If you are unhappy with your accommodation, please speak with the housing office as soon as possible. The Accommodation Team will help you to find a solution to any concerns you may have with your accommodation. If you would like to change your accommodation for any reasons that are not deemed an emergency by the Accommodation Coordinator you will be required to give 2 weeks notice if you are a short-term student or 4 weeks notice if you are an Academic Year or Semester Student.

If you are unhappy with any other aspect of your course or feel that you did not resolve your issue with any other department, please speak to the School Director. The School Director will talk to you to about your concerns and provide a follow up action plan, to ensure student satisfaction.

If you feel that your complaints are not resolved in a satisfactory manner then you are required to formally submit the complaint to your School Director in a timely fashion. For Vancouver please submit your complaint to Daniela Geremia at [daniela.geremia@ef.com](mailto:daniela.geremia@ef.com), and for Vancouver Island please submit your complaint to Elena Eliseeva at [elena.eliseeva@ef.com](mailto:elena.eliseeva@ef.com). If your complaint includes the School Director then you may address your complaint to Hugh McNeilly, Operations Director, at [hugh.mcneilly@ef.com](mailto:hugh.mcneilly@ef.com).

You are authorized to be represented by legal counsel at any point of the complaint process.



The process for handling the **complaint** is as follows:

1. Submit your complaint in writing following the instructions as stipulated above.
2. The School Director and/or the Operations Director will follow up with you to make sure your problem has been addressed and resolved within thirty (30) days of the written complaint being submitted. The proposed resolution will be delivered both in writing and in a meeting conducted on campus with the School Director and/or the Operations Director clearly outlining the reasons for the determination as well as the possible reconsideration to you.

If you are not satisfied with the resolution at the school, you have the right to contact your admissions office for help in resolving any outstanding issues. You also have the right to have legal counsel at any point of the Dispute Resolution Process. If you request a withdrawal from program, EF will follow the withdrawal and refund policy.

EF's Vancouver and Vancouver Island centers are members of Languages Canada, an association for accredited language schools in Canada. If you do not feel that your complaint has not been resolved by EF, you can contact them by post at Languages Canada, 5886 - 169A Street, Surrey, BC, Canada V3S 6Z8. You can phone them on +1 604-574-1532. You can also use their online contact form available here: <http://www.languagescanada.ca/en/contact-us>.

You may file your complaint with the Private Trainings Institution Branch (PTIB):

*Concerns that certified institution is not operating in compliance with the Private Training Act or regulations.*

All complaints should be submitted to the Student Claims Officer at [studentsupport@gov.bc.ca](mailto:studentsupport@gov.bc.ca)

Your complaint must be maximum 50 pages and include the following:

1. Complaint Form.
2. Evidence you completed (or attempted to complete) the DRP with the institution, such as a copy of your correspondence and institution's decision(s).
3. Description of events that gave rise to your complaint. Clearly describe the issue(s) complained about and how you were impacted. Remember that the issue must relate to a significant aspect of the program and must have been brought forward to the institution as part of the DRP.
4. Supporting records relevant to your complaint such as: email communications, Program Outline, Notice of Dismissal, Notice of Withdrawal, copy of institution's website or Facebook page, etc. For example, if the complaint relates to the institution's advertising, you must provide a copy. Organize the records submitted with your complaint in a chronological order. If appropriate, label attachments.
5. Copy of your student enrolment contract (if available)
6. Proof of payment to institution (if available)



EF will not retaliate, engage in reprisals, or threaten to retaliate in relation to a complaint.

### **Questionnaires**

All students complete an initial “Arrival Questionnaire” and our policy is that a staff member goes over the questionnaire face to face with each student to ensure comprehension. Students studying for more than 3 weeks also have a mid-point questionnaire, and all students complete a departure questionnaire. Although you should speak to someone in person as soon as possible when you have any questions or concerns, it is very important that you complete the questionnaires when they come up on MyEF. We read each questionnaire carefully and follow up within a day or two.

### **Specific concerns:**

#### **Changing, shortening or terminating your program**

##### **1. If you would like to finish your program earlier than the original date planned, please talk to the Administration Coordinator:**

The Administration Coordinator will contact the EF admissions office in your home country or representative sales office for your home country. In all cases the Enrolment Fee and Optional Cancellation Insurance are non-refundable.

#### **REFUND POLICY: For students where to CAD value of tuition is over \$4,000**

*The following tuition refund policy is mandated by the Private Training Institutions Branch in Vancouver, British Columbia. The cancellation and tuition refund policy in the general Terms and Conditions of EF Education First Ltd, Switzerland may vary slightly. At all times, the terms most favorable to the student will apply.*

- 1) If the institution receives tuition from the student, or a person on behalf of the student, the institution will refund the student, or the person who paid on behalf of the student, the tuition that was paid in relation to the program in which the student is enrolled if:
  - a. the institution receives a notice of withdrawal from the student no later than seven days after the effective contract date and before the contract start date;
  - b. the student, or the student’s parent or legal guardian, signs the student enrolment contract seven days or less before the contract start date and the institution receives a notice of withdrawal from the student between the date the student, or the student’s parent or legal guardian, signed the student enrolment contract and the contract start date;
- 2) The institution will refund the tuition for the program and all related fees paid by the student or a person on behalf of the student enrolled in the program if the student is enrolled in the program without having met the admission requirements and did not misrepresent his or her knowledge or skills when applying for admission.



- 3) If a student does not attend any of the first 30% of the hours of instruction to be provided during the contract term, the institution may retain up to 50% of the tuition paid under the student enrolment contract unless the program is provided solely through distance education.
- 4) Unless the program is provided solely through distance education, if the institution receives a notice of withdrawal from a student:
- a. more than seven days after the effective contract date and
    - i. at least 30 days before the contract start date, the institution 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, the institution may retain up to 20% of the tuition due under the student enrolment contract, to a maximum of \$1,300.
  - b. after the contract start date
    - i. **and up to and including the date on which 10% of the hours of instruction have been provided, the institution may retain 30% of the tuition due under the student enrolment contract.**
    - ii. **and after the date on which more than 10% but before the date on which 30% of the hours of instruction have been provided, the institution may retain 50% of the tuition due under the student enrolment contract.**
- 5) Unless the program is provided solely through distance education, if the institution provides a notice of dismissal to a student;
- a. **the institution has provided 10% or less of the hours of instruction, the institution may retain 30% of the tuition due under the student enrolment contract.**
  - b. **the institution has provided more than 10% but less than 30% of the hours of instruction, the institution may retain 50% of the tuition due under the student enrolment contract.**
- 6) If the institution provides the program solely through distance education and the institution receives a student's notice of withdrawal or the institution delivers a notice of dismissal to the student and:
- a. the student has completed and received an evaluation of his or her performance for up to 30% of the hours of instruction to be provided during the contract term, the institution may retain up to 30% of the tuition due under the student enrolment contract, or
  - b. the student has completed and received an evaluation of his or her performance for more than 30% but less than 50% of the program, the institution may retain up to 50% of the tuition due under the student enrolment contract.



- 7) The institution will refund fees charged for course materials paid for but not received if the student provides a notice of withdrawal to the institution or the institution provides a notice of dismissal to the student.
- 8) Refunds required under this policy will be paid to the student, or a person who paid the tuition or fees on behalf of the student, within 30 days:
  - a. of the date the institution receives a student's notice of withdrawal,
  - b. of the date the institution provides a notice of dismissal to the student,
  - c. of the date that the registrar provides notice to the institution that the institution is not complying with section 1(c) or 2 of this policy, or
  - d. after the first 30% of the hours of instruction if section 3 of this policy applies.
- 9) If an international student delivers a copy of a refusal of a study permit to the institution, sections 1(a), 1(b), 4, 7, and 8 of this policy apply as if the copy of the refusal were a notice of withdrawal, unless:
  - a. the international student requests an additional letter of acceptance for the same program that was the subject of the refusal of a study permit, or the program is provided solely through distance education.

**EF REFUND POLICY: For students whose tuition is less than CAD \$4,000**

*The cancellation and tuition refund policy in the general Terms and Conditions of EF Education First Ltd, Switzerland applies to students whose tuition is less than \$4,000 and whose program is less than six (6) months.*

- 2) A student may be entitled to a refund of tuition fees in the event that:
  - (a) The student provides written notice to the institution that he or she is withdrawing from the program; or
  - (b) The institution provides written notice to the student advising that the student has been dismissed from the program.
- 3) The written notice of withdrawal or dismissal may be delivered in any manner provided that a receipt or other verification is available that indicates the date on which the notice is delivered.
- 4) The notice of withdrawal or dismissal is deemed to be effective from the date it is delivered.
- 5) The refund to which a student is entitled is calculated on the total Program fees due under the contract. Where total Program fees have not yet been collected, the institution is not responsible for refunding more than has been collected to date and a student may be required to make up for monies due under the contract.



- 6) If the institution has received fees in excess of the amount it is entitled to under the student contract, the excess amount must be refunded.
- 7) Refund policy for students: Before the program of study begins
  - (a) Rebooking: Any student requests to change destination, course type, start date or type of accommodation after initial enrollment will result in a rebooking fee of \$100, which is payable immediately. EF retains the right to make changes to destination, course type, start date or type of accommodation up to 21 days before the course start date.
  - (b) Withdrawals before program start: All withdrawals must be made in writing to your nearest EF office, local EF representative or EF School Director. In all cases, the Enrollment Fee, Cancellation Protection fee and courier fee are non-refundable. Late withdrawals should be made before 5 p.m. (Central European Time) on the Friday prior to your program start date in order to obtain refund for any booked transfers
  - (c) If the student withdraws 45 days or more before the start of the program the Course Fee will be refunded, with the exception of the Program Deposit. The Enrollment Fee, the Courier Fee and the Cancellation Protection Fee will not be refunded. The Program Deposit will be refunded if the student's visa application is denied.
  - (d) If the student cancels 16 to 44 days prior to departure, the Program Fee is fully refundable. EF will retain 40% of the Accommodation & Student Services Fee (max. \$2500) to cover the cost of prepaid accommodation and services.
  - (e) *If student withdrawals less than 15 days prior to departure, EF will retain 50% of the Tuition Fee. EF will retain 40% of the Student Services Fee (max \$2500) to cover the cost of prepaid accommodation and services.*
- 8) Refunds after the program of study starts:
  - (a) If the student withdraws from their course after arrival at the EF International Language Campus, they must give their EF School Director at least four weeks' advance notice and sign a copy of the course change notification form. The student will receive a full refund of the Course Fee for all remaining weeks after the four-week notice period.



- (b) Refunds are made by the EF office or representative where the course fees were paid. EF is not obliged to make refunds to students whose courses are terminated due to violation of EF's written disciplinary and/or attendance policies or local, state or federal law.
2. If you would like to change your course type please talk to the administration coordinator. The administration coordinator will contact the EF admissions office in your home country or representative sales office for your home country and you will need to sign a Booking Change Notification Form. You may also have to pay a course change fee which is equivalent of CAD\$75. Your change will be effective the next Monday.
  3. If you would like to transfer to another EF school, please talk to the administration coordinator. The administration coordinator will contact the EF admissions office in your home country or representative sales office for your home country and you will need to sign a Booking Change Notification Form and pay a transfer fee. The fee depends on which school you are switching to and what course you will be taking. The average transfer change fee will be around CAD\$225.
  4. If you would like to change your level, please talk to your class teacher who will make a recommendation to the Academic Director if they are in agreement that you are ready to move levels. You may be required to take a level test, and once assessed, the decision will be made whether you can move or not.

Please remember: if you have any concerns at all you can talk to any of the school staff who are always ready to listen and assist or put you in touch with the member of staff who can help you.

This institution is certified by the Private Training Institutions Branch (PTIB). Certified institutions must comply with regulatory requirements, including the requirement to have a Dispute Resolution policy.

For more information about PTIB, go to [www.privatetraininginstitutions.gov.bc.ca](http://www.privatetraininginstitutions.gov.bc.ca)