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# BANFF EDUCATION CENTRE

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(Hereinafter referred to as BEC)

## REGISTRATION AGREEMENT (REVISED OCTOBER 2009)

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**DOCUMENTATION:** BEC requests the student to provide the following documents on the first day of school:

- Passport (photocopy)
- Visa and/or work permit (photocopy) Work permits are required for students participating in non-observational practicum or internship programs. Student visas/permits are required for students intending to study for more than six months or intending to participate in a paid or non-paid internship program or a non-observational practicum element.

**PAYMENT:** Full Payment is due no later than 4 weeks prior to the first day of school. In the case of last minute enrolment, payment must be received within 72 hours from the time the invoice is received.

**PAYMENT OPTIONS:** Payments can be made in cash, with a money order, certified cheque or bank wire transfer at the prescribed fees shown on the invoice, payable to the Banff Education Centre. BEC is not responsible for banking fees of any kind- Payments made with credits cards are subject to a 3% charge.

**COURSE CANCELLATION AND REFUND POLICY:** Course cancellation requires a written notice of withdrawal from the student and confirmation of receipt of the written notice from BEC.

### **Conditions**

#### **Before the program of study begins:**

- \$150.00 Registration fee is non-refundable
- 100% refund of course fees will be provided if cancellation notice is received more than 30 days prior to the intended program start date or on the condition that a student visa application is rejected. An official letter of visa rejection must be presented with the written confirmation of cancellation.
- 80% refund of course fees will be provided if cancellation notice is received 30 days or less before the intended program start date

#### **After the program of study begins:**

- 50% refund of course fees will be provided if a cancellation notice is received before 1/3 of the ESL course is completed.
- NO refund will be provided if written notice is received after 1/3 of the ESL course has been completed
- NO refund will be provided for unused credits or purchased credits

**NOTE:** Students who registered with an agent must contact their agent for refunds or program changes

**POSTPONEMENT:** Students who wish to postpone their start date must contact BEC by written notice as soon as possible. If this notice does not reach BEC within the 15 days prior to the intended start date a fee of \$200 will be charged.

**REFUND EXCLUSIONS:** A student is not entitled to any refund or course credit if BEC is unable to continue normal operations due to, but not exclusive to, the following:

- natural disasters such as earthquake, storm lightning, windstorm, snowstorm, ice storm, hail or other environmental condition
- flood or overflow of any body of water whether natural or man made regardless of cause
- electrical outages and/or breakdowns, electrical disturbances, extreme changes in temperatures on premises
- fire, explosion, smoke or leakage from fire protective equipment, theft or burglary, impact by aircraft.
- strike, labour dispute, human resources disruption.
- riot, act of war, civil disobedience, malicious acts, vandalism, crime against property or person.
- act of terrorism or any other activity or decision of a government agency or other entity to prevent, respond to or terminate terrorism
- war, invasion, act of foreign enemy and/or hostilities (whether war be declared or not)

**SUFFICIENT ENROLMENT:** All programs are subject to sufficient enrolment and may be postponed or cancelled at the discretion of BEC. In the event that a program is cancelled a full refund will be given to the student. Courses cancelled after the start of the program will be proportionately reimbursed or the missing hours will be rescheduled.

**STUDENT LIABILITY:** The student shall be held legally and financially liable for all property damages, injury to other person(s) and unlawful acts committed by the student during his/her stay in Canada. A student who causes damage to property, injury to person(s), or commits an unlawful act(s) will result in the immediate cancellation of all services and agreements between the student, his/her parents or legal guardians and BEC without refund, and the immediate expulsion of the student from the course program and homestay/accommodations through BEC.

The student shall be liable for safekeeping of his/her own personal property including money, traveller's cheques, passport, credit card(s), electronic equipment and other personal items at all times.

**SCHOOL ACTIVITIES AND SPECIAL ACTIVITY PROGRAMS:** The student agrees to participate in school activities, trips, special activity programs and other events at his/her own risk. Some activities require a signing of a waiver form provided by the activity operators. It is the responsibility of the student to understand the contents of such waiver forms before signing it. If the student is under 18 years old, the parent or legal guardian grants BEC the right to sign waiver forms on their behalf upon notification. The student, his/her family members, parents and others do hereby agree to indemnify and hold harmless BEC (a division of MEF Canada Ltd.), MEF Canada Ltd. and the student shuttle van operator, and their respective owners, agents, employees, host families, affiliates, volunteers and any company or person related to the business of the above businesses, from all liability for loss, damage, injury, death or expense suffered due to any cause whatsoever to persons and property which the student, parents or any other person claiming through the student or on his/her behalf, may at any time have arisen out of or was connected to the operation of the services, programs, trips or activities provided by BEC.

## CREDIT SIGN UP

- Students receive a sheet with the student's name, level and number of credits they have to use for afternoon lessons/activities.
- Students go online (internet) and select the afternoon lessons or activities they would like to take for the upcoming month. For weekend activities or if students do not have enough credits, cash must be used.
- Classes are filled first-come first-serve. Students who choose full classes will be able to choose another class.
- If less than 5 students are in the class/activity, there is a 90% chance it will be cancelled. In this case students will have the choice of either using those credits for another activity/lesson that month or the following month.
- Students MUST use all of their credits each month. The ONLY exception is when classes are cancelled.
- Maximum class size is 10. Maximum activity size varies.

**MEDICAL INSURANCE AND EXPENSES:** It is mandatory for all students to have proper hospital and medical insurance coverage for the entire duration of his/her study at BEC. The student and/or parent and/or legal guardian whose name(s) appears on the Registration Form or Application Form(S) agree to accept full responsibility for any medical expenses, which are not covered by any medical insurance plan.

**EMERGENCY SITUATION:** In the event that the student cannot communicate due to injury; the student, parent, and/or legal guardian hereby gives permission to a physician(s) to order X-rays, routine tests and treatment for the student's health, and the student, or parent, or legal guardian hereby gives permission to the physician(s) to hospitalize, secure proper treatment for, and to order injection and/or anaesthesia and/or surgery for the student. The student, parent and/or legal guardian hereby waive and release BEC, its personnel, agents, affiliates, host families, volunteers and others from any and all liability, however incurred including negligence relating to any illness, injury, medical intervention or death incurred by the student.

**HOMESTAY CONDITIONS:** BEC will attempt to place the student in a homestay environment that will coincide as closely as possible with what is requested on his/her application form, however, a perfect match cannot be guaranteed. BEC will make efforts to meet the student's choice of homestay location between Canmore and Banff; however, there may be an occasion that BEC cannot meet his/her requirement.

- The student and/or parent and/or legal guardian understand(s) and acknowledge(s) that BEC must rely to a great extent on the information provided to it by the hosts. BEC's screening of the hosts is limited to the information provided by the hosts in their application process and interviews. While BEC will not knowingly retain as a host any individual it knows to be inappropriate, ***ultimately, the quality of the experience the student will receive from the host cannot be guaranteed.***
- The student may request a homestay change only upon request by the Host Family, or only if the student provides a valid reason that may compromise the student's health or safety. In such cases, BEC will arrange another host family as quickly as possible without any additional fee. The student cannot request a change in host family based on religion, race, age, occupation, home location or cultural differences.
- The student may request a change in host family for personal reasons with a 4 weeks written notice. However, a

placement fee \$100 will be charged each time a change is made at the student's request.

- If the student terminates homestay for personal reasons, he/she must give BEC four (4) weeks written notice. Homestay fees beyond the 4 weeks will be fully refunded.
- The student agrees to abide by the BEC homestay terms and conditions, and/or Host family rules and regulations. The student recognizes that he/she is expected to take part in the host family's daily activities and to participate in general chores shared by the family. The student is expected to pay his/her expenses when participating in family activities that cost money.
- The student agrees to request permission to use the host family's telephone, use a prepaid calling card for long distance calls and will keep calls to a reasonable length of time and shall restrict late night calls after 10 p.m. The student must pay all outstanding long distance calls made by him/her.
- Smoking is not permitted in homestay accommodations unless the host family permits it. The student will never smoke in his/her bedroom
- The above Emergency Situation clause will apply to the BEC homestay.
- The Student Liability clause will apply to the BEC homestay. BEC reserves the right to cancel the placement without advance notice, and without refund if the student's conduct is such that continued participation in the homestay is not feasible.

**STUDENT RESIDENCE/ROOM ONLY RENTAL:** This service does not include food and should NOT be considered a full service hotel.

- The student may request a change in locations for personal reasons with a 4 weeks written notice. However, a placement fee \$100 will be charged each time a change is made at the student's request.
- If the student would like to leave for personal reasons, he/she must give BEC four (4) weeks written notice. Fees beyond the 4 weeks will be fully refunded.
- The student agrees to abide by all terms and conditions, and/or rules and regulations. The student recognizes that he/she is expected to participate in general chores shared by everyone. Student must make sure a clean environment is maintained. The student is expected to pay his/her expenses when participating in activities that cost money.
- The student agrees to use a prepaid calling card for long distance calls and will keep calls to a reasonable length of time and shall restrict late night calls after 10 p.m. The student must pay all outstanding long distance calls made by him/her.
- Smoking is not permitted inside. If someone is caught smoking inside they will forced to leave the accommodations without refund.

- The Emergency Situation clause will apply to the BEC Student Residence/Room Only Rental.
- The Student Liability clause will apply to the BEC Student Residence/Room Only Rental. BEC reserves the right to cancel the placement without advance notice, and without refund if the student's conduct is such that safety is a concern for other roommates or if the above rules and regulations are not followed.

**AIRPORT PICKUP SERVICES (OPTIONAL):** It is the responsibility of the student to inform BEC with emergency telephone number provided if his/her flight is delayed, missed or cancelled, and advise alternate airport arrival time. A prolonged flight delay or no-show by one hour after the scheduled arrival time may result in an additional fee or cancellation of the airport pickup service without any refund.

**MODIFICATION PROVISION:** BEC reserves the right to alter the program contents of seasonal and special programs, schedules, fees, the Registration Agreement, and school rules and regulations without prior notice.

**PHOTOGRAPHS, IMAGES AND VIDEO:** The student grants BEC permission to use his/her photographs and/or video images in advertising and other promotional purpose without consent or payment to the student.

**INTERPRETATION LAWS:** All parties agree that this Registration Agreement shall be interpreted in accordance with the laws of the Province of Alberta.

THIS IS A LEGAL DOCUMENT. BY SIGNING THIS DOCUMENT YOU ARE GIVING UP CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE. ACCORDINGLY IT IS RECOMMENDED THAT YOU SEEK INDEPENDENT LEGAL ADVICE PRIOR TO SIGNING THIS DOCUMENT.

I confirm that I have read and understood the Registration Agreement prior to signing it.

Place (Country, City) \_\_\_\_\_ Date (Day) \_\_\_\_\_ of (Month) \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
 Witness Signature

\_\_\_\_\_  
 Student Signature

\_\_\_\_\_  
 Witness Name: (Please print)

\_\_\_\_\_  
 Student Name: (Please print)