

# Bethnal Student Academy (BSA) Terms and Conditions Enrolment, Payment, Course and Accommodation Information

*These Terms and Conditions apply to individual direct bookings only. If your reservation has been made by an Agent, please refer to their Terms and Conditions for more information.*

These terms will become binding once your booking is sent and you have submitted the full or partial payment; at which point a contract will be created between the student and the school. Please ensure that you read these Terms and Conditions accurately before you make your booking; if you have any questions, please do not hesitate to contact us. When you make a booking with us, this does not mean that we have accepted it. If we are unable to confirm your booking, we will inform you.

## Enrolment Information

Students may enrol online or in person at Bethnal Student Academy (BSA). When enrolling, students must complete a Booking Form and submit it along with payment for the entire course they are booking.

Upon receipt of the Booking Form and full payment, your booking will be confirmed.

Payment can be made by card, by bank transfer or by cash. If payment is being made by bank transfer, you must enclose a copy of the bank transfer with your Booking Form. You must also instruct your bank that all charges (including those of the beneficiary's bank) are paid by the sender.

For information about visas, please refer to the Visas FAQs section. For students under 18 years old, a consent form should be completed by the parent(s) or legal guardian(s). No confirmation will be submitted unless the consent form has been received.

## Payment Information

Methods of Payment: Payment can be made by card, by cash or by bank transfer. We reserve the right to refuse any method of payment at any time for any reason.

The amount you are required to pay is made up of the following:

1. An administration/registration fee.
2. Course fees, based on your chosen course.
3. Accommodation fees, if applicable, based on your choice of accommodation.

In case of **international transfers**, **all charges** (including those of the beneficiary's bank) have to be paid by the sender. All payments should be made in Pound Sterling (GBP)

If the total payment of the booking has not been received in full before the beginning of the course or before entering the residence, the student may be refused access to the course and/or the residence.

The registration/administration fee is a mandatory fee for all bookings, per person. It must be received in full prior to the course start date. It is valid for twelve (12) months per student; the start of which is the date of your first booking.

### **Payment by instalments**

If you are booking a course for more than twelve (12) weeks, you can ask us before booking or making a payment, for the possibility to pay in Two (2) instalments. In this case, we must receive 50% of the booking in order to send you the confirmation and the remaining 50% the first week the course has started. This option is not available for visa nationals.

We will provide you with all dates of the days on which you are supposed to pay any outstanding balances, but it's the responsibility of the student to pay on time. Please note that you will not be allowed to attend any courses unless the payment of fees has been made in full, or on the requested date. Failure to pay will result in the cancellation of your course and any other services attached to it.

## **Cancellation Policy**

All cancellations and terminations must be made in writing to [hello@bethnalstudentacademy.com](mailto:hello@bethnalstudentacademy.com) and take effect from the date we receive such notice. If a cancellation request is received outside normal working hours (Monday to Friday 8:30-17:30), the notice period will take effect from the following working day.

Fees and/or courses are not transferable to another student.

### **Cancellation before start date:**

Note that the start date is deemed as the first chosen date on the first booking.

- Bookings may be cancelled up to two (2) weeks prior to the commencement of the course with an administration penalty fee of £100. When course and accommodation have been booked, an additional penalty of up to two (2) weeks' rent, or the full length of the accommodation booking, whichever is less, will be charged.
- For cancellations 1 to 13 days before the course begins, 50% of the amount paid (tuition and accommodation) will be withheld as a Cancellation Fee. Note that the minimum amount charged as an administration penalty fee is £100 and up to two (2) weeks of accommodation or the full length of the accommodation booking, whichever is less.
- To avoid being charged for cancellation of a **one to one lesson**, at least 48 hours' prior notice is required. Lessons cancelled with less than 48 hours' notice will be charged at the full price.
- If your visa application is refused, an original copy of the visa refusal letter and your written notice must be provided before we can issue refund. In terms of accommodation cancellation due to visa refusal, a penalty equivalent to up to two (2) weeks' rent, or the full length of the accommodation booking, whichever is less, will be charged. Any tuition fees paid will not be refunded if the visa is refused through the student's own doing or if your visa is revoked.

- If you send your visa refusal letter and written notice more than 14 days before the start date, all fees paid, *excluding £100 administration fee, visa letter fee, any bank charges and any postal courier charge*, will be refunded to the fee payer.
- If you send your visa refusal letter and written notice less than 14 days before the start date, the tuition fees, *excluding £350 administration fee, visa letter fee, any bank charges and any postal courier charge*, will be refunded to the fee payer.

### Cancellation after start date:

Note that the start date is deemed as the first chosen date on the first booking.

- There is **NO refund** for any cancellation once the course has commenced. This includes late arrival, early departure, or days missed during the course for any reason.
- Once the course has started, no modification of the course type or length is possible.
- All accommodation cancellations after arrival are non-refundable. The same applies if you have to shorten your stay.

### Cooling off period:

The student has the right to cancel the course within 24 hours after completing the reservation. In this case, the school will refund all the fees paid, unless the course has commenced or any of the services have been provided.

The Student has the right to cancel the contract within fourteen (14) days of the day of the booking was made. To exercise the right to cancel, the student must inform us of their decision to cancel by a written statement (e.g. a letter sent by post or e-mail) before the cancellation period has expired. Before the start of the course, if the student exercises their right to cancel during this fourteen (14) day period, he or she will receive a refund of all amounts already paid less the cost of any services already performed and the registration fee.

The cost of any services performed will amount to 10% of whatever the student has paid to cover any loss incurred by us not being able to offer that place to another student. However, the fourteen (14) day cooling off period is not valid if the student is due to start during this period.

By commencing lessons, the student waive their right to apply for any refund.

### **Summary of cancellation:**

Cooling Off period (24 hours after completing the reservation)

Full refund of tuition fees and accommodation, unless services already provided.

Cooling Off period (2-14 days after completing the reservation), unless course start day is within 14 days

Full refund of tuition fees and accommodation, minus 10% of whatever is paid and registration fee, unless services already provided.

On or before 14 days before course start date	No refund of 100 GBP (includes registration fee) No refund of bank charges or postal courier fees and penalty of up to 2 weeks of accommodation.
1-13 days before course start date	50% of the amount paid for both, tuition and accommodation, will be taken as cancellation fee. Minimum charge £100 + up to 2 weeks of accommodation.
Cancelled on start date or delayed or non-arrival	No refund of course or accommodation fees.
Visa refusal 14 days or more before start date	No refund of 100 GBP (includes registration fee) No refund of bank charges or postal courier fees and penalty of up to 2 weeks of accommodation.
Visa refusal 13 days or less before start date	No refund of £350 (including registration fee and visa letter) Refund of accommodation fees minus penalty of up to two weeks.
After the course's start date	No refund of course fees. No reductions to hours or weeks. Refund of accommodation fees after notice period.
Missed lessons or weeks	No refunds
Early departure	No refund of course fees. No transfer of fees to another student. Refund of

accommodation fees after  
notice period.

### Individual lessons

48 hours' notice required for  
cancellation or postponement.  
Full charge for lessons  
cancelled less than 48 hours in  
advance.

## Refund Policy

You will be required to provide us with your correct bank details and a written authorisation that the refund should be paid to that account, especially if the account is not under your name.

All refunds will be made by bank transfer. Refunds may take up to 15 working days from the date the documentation is received and the bank transfer is completed in full.

When a Visa Letter has been required, refunds can only be made to the issuing account to avoid fraud.

If you have requested a refund and it has been declined, please note that the decision is final and not subject to any further review. Please refer to our complaint procedure for further assistance.

## Course Information

### Age

BSA offers courses designed for adults. However, students aged 16 and 17 years old may enrol for group classes subject to conditions (see below).

### Class Sizes

BSA maintains a maximum number of 20 students per class, with average class sizes of 16 students. Please note that although we guarantee not to exceed the maximum number of students per class, we do not guarantee the average class size. BSA reserves the right to cancel any class with less than 6 students.

### Certificate

BSA will issue an attendance certificate. To be eligible to receive this certificate, students must attend at least 80% of their lessons and be enrolled for a minimum of 1 week.

### Under 18s

Students aged 16 and 17 years old may enrol for our adult group classes. They will be treated as adults during lessons and expected to behave accordingly.

The parent(s)/guardian(s) of students under 18 years old must sign a consent form accepting BSA's terms and conditions and legal restrictions on under-18s in the UK (in particular with regard to alcohol and tobacco use).

All BSA teachers and relevant staff have undergone police background checks (DBS) which enables them to teach and work with students under the age of 18.

## Attendance Policy

BSA expects high and consistent attendance at school as this is crucial to a student's success and the achievement of their learning goals. All students are required to fill in and sign an enrolment form upon arrival confirming that they have read, understood and agreed with the BSA attendance requirements. BSA staff will check to ensure that students are present and contact any students who are absent for a period of 2 or more consecutive days (or 30 minutes for students under 18)

General attendance is also checked every week and if a student's attendance **falls below 80%**, the student will be contacted. Students must make sure that they attend any meetings organised by the school to discuss their attendance. We reserve the right to inform government authorities if a student falls below 80% during their course and are enrolled on a visa issued in the name of the school

Following the first meeting, the student must work hard to improve their attendance. If attendance does not improve, s/he will be asked to attend a second meeting with the DoS. Ultimately, the student may be asked to leave the school if they are absent for 10 or more consecutive days or do not improve their attendance to a satisfactory level after a meeting with the DoS.

In the case that students have **less than 80%** course attendance at the end of their course, they will **not be eligible** to receive a course **certificate**.

A student's course may be **terminated without notice** if the student persistently fails to attend class or fails to meet the minimum attendance requirements of the course.

### Lateness

Students must arrive on time for each class and return promptly after any break. Entry to class will not be permitted if students are late to help minimise disruption to fellow students. If a student arrives 10 minutes after the class has started s/he will need to wait until the next break to enter the class. The missed lesson will be marked as absent in the attendance record. In addition, teachers reserve the right to forbid a student to enter the class if s/he is repeatedly late, even if the late arrival is within the 10 minutes allowed. 3 days in a week (not necessarily in a row) is considered repeatedly late.

### Illness

If students are absent because of medical reasons, they must inform BSA in writing as soon as possible. They are still permitted to receive **certificate** for the academic progress they make after the interruption if **written notice** is given. Once their courses start, students who have interrupted on health grounds will NOT be permitted to re-enrol, retake their lessons, change course details, withdraw from their courses or claim refund.

Students are allowed to have 2 days continuous illness without a doctor's note before the absence is registered as non-attendance as described above. Only 3 individual illness days within a period of 4 weeks are permitted without GP certification. For longer illnesses, students will need to provide a certified doctor's note from a General Practitioner (GP).

BSA cannot guarantee that students will be in the same classes after the interruption.

## Course levels

At least a week before the course starts, students must complete an online written Placement Test, then a speaking interview will be arranged. BSA will use these test results to place the student into the correct level, class or group. Both tests are compulsory to ensure the best learning experience. If either test is not completed at least **one week before the course starts**, students will be asked to complete the missing test(s) **upon arrival after the induction**.

If a student does not have the minimum level of English required to study on a specific course, BSA reserve the right to move them to an appropriate course for their level.

Please note that BSA offers courses to all levels, but levels **A0 (elementary)** and **C2 (advanced)** may be enrolled for 15 hours General English ONLY. If students have already booked for more than 15 hours but their levels are found to be at either A0 or C2, BSA will modify the course and the difference in price can be spent on one –to- one lessons or course extension.

Students may request a change in level after consulting with their teacher and the Director of Studies. If the request is approved, students will be moved to the appropriate level on Monday of the next week.

Our decision to move the student to a different course or level will be entirely at our discretion, and the decision will be final.

Please note that we try our best to place students with roughly the same starting level and abilities in the same group. However, you may be placed in a class which has students who are of different abilities and English levels. Also, students may learn at very different speeds and make different academic progress.

## GE25+ Course

Students taking the GE25+ course receive 25 hours of General English group classes per week, plus 5 hours of one-to-one tuition per week. The one-to-one tuition will take the form of two 2½-hour sessions each week. The days on which these sessions will be scheduled subject to teacher/classroom availability. The school will endeavour to provide the same teacher for one-to-one sessions but also, this is subject to teacher availability. The school can accommodate a maximum of twelve GE25+ students per week.

## One to One lessons

### Lessons

Students interested in one-to-one lessons must be aware that the minimum lesson should last two (2) hours.

### Schedule

Our decision to schedule the one-to-one lessons will be entirely at our discretion, and the decision will be final. Students can provide preferences for the days of one-to-one lessons at least one week in advance but we cannot guarantee students can meet the same teacher or be in the same room.

## Reschedule

The school reserves the right to reschedule lessons or change the teacher.

Students may reschedule one-to-one lessons with at least 48-hour notice on a weekday or by Friday afternoon if the lesson is scheduled on a Monday. Notice must be given by emailing the school.

Students may reschedule one-to-one lessons a limited number of times during the course according to the table below.

Number of hours booked	Number of permitted rescheduled lessons
1-10	2
11-20	4
20+	6

## Cancel

If a student fails to attend the first hour of their one-to-one tuition session the entire session will be lost. Any missed lessons will not be refunded.

## **Holiday**

### Public Holidays

No classes are held on Public Holidays. Classes missed due to Public Holidays will not be made up at a later date.

The school is normally closed one or two weeks during Christmas. This period will be deducted from the student's holiday entitlement.

For visa students, the time the school is closed will be added to the total number of weeks they book the course for, if Christmas falls during their course.

BSA cannot guarantee that students will be in the same classes after the holiday.

### Holiday Entitlement

Holiday entitlement allows the students to temporarily suspend their courses for a maximum of 2 weeks at a time. If a student wants a holiday during the course, they **MUST** send a request and wait for the school's approval. Students can **NOT** take holidays until BSA approves the holiday request and confirms dates. Failing to do so will affect students' attendance rate because they will be marked as absent.

The holiday period taken will be considered as part of their courses and the lessons during this period **CANNOT** be recovered. The holiday entitlement below is calculated based on the number of study weeks students booked.

Number of week(s) booked	Holiday Entitlement
1 to 7 weeks	No holiday entitlement
8 to 12 weeks	1 week's holiday entitlement
13 to 17 weeks	2 weeks' holiday entitlement
18 to 23 weeks	3 weeks' holiday entitlement
≥ 24 weeks	1 week extra of holidays for every 5 weeks of course, up to a maximum of 8 weeks.

#### Notes:

- Requests must be sent by email at least 7 working days before the beginning of the holiday to [hello@bethnalstudentacademy.com](mailto:hello@bethnalstudentacademy.com)
- To ensure teaching quality, a maximum of 2 (two) weeks holiday allowance (or 10 consecutive studying days) may be taken at a time. For each holiday period, students are not permitted to spend more than 2 weeks (or 10 consecutive studying days).
- Holiday can be requested for from Monday to Friday only.
- Students are required to restart their lessons on the Monday following the last day of their holiday. They will be marked as absent if they do not attend lessons from this day onwards.
- BSA cannot guarantee that students will be in the same classes after the holiday.
- If attendance is under 80%, BSA reserves the right to refuse holiday requests.
- Course extensions after arrival will not extend the student's holiday entitlement.
- For students studying on a **visa**, all holiday entitlement must be taken before the visa expiry date.
- Accommodation, if booked through BSA, will not be covered during the weeks of holidays, unless otherwise arranged.

### Accommodation Information, Payment and Conditions

- o All students must either book accommodation through BSA or provide confirmation of their address if they have their own accommodation.
- o The price of all accommodation provided by BSA is as set out in our Price List.
- o BSA will make every attempt to place students in the accommodation type that they choose at the time of booking. If this is not available a suitable alternative will be offered.
- o Accommodation can only be confirmed once payment of both the accommodation and course has been received. Payment must, therefore, be made prior to arrival.
- o If booking accommodation in a shared house, a generic confirmation will be sent upon payment. A final confirmation with the address and details of the property will be sent **three weeks** before arrival.
- o BSA works with a variety of accommodation providers, each with their own terms and conditions.
- o All accommodation organised by the school will cover from Sunday before the course starts to the Saturday after the course ends.
- o Students must inform BSA of their arrival and departure dates. These can only be changed by prior agreement and are subject to availability.
- o All students in accommodation organised through BSA must follow our Code of Conduct requirements and any other accommodation rules at all times.
- o Students staying in accommodation organised through BSA must not cause damage to property or persons, cause disturbance or nuisance, or be abusive or disrespectful to anyone.
- o BSA reserves the right to remove any student who fails to follow the rules from its accommodation.
- o Under 18 years old students should not share room with any adult unless the parent(s)/guardian(s) has given signed consent to BSA to allocate them with an adult in particular (friend/family)
- o All the accommodation provided by BSA is self-catered.

*If your accommodation is booked through an Agent, please refer to their Terms and Conditions for information regarding cancellations policy and payment details.*

## **Airport transfer services**

Flight details including: arrival time, flight numbers, airline and point of origin must be submitted to BSA seven (7) days prior to arrival in order for the school to provide airport transfers.

No refunds will be granted on transfers if flight details are not sent at least seven (7) days prior to arrival.

## **Protection for our customers**

In order to ensure the well-being of our students, BSA has established a School Code of Conduct, which all students are expected to follow.

Any students who do not adhere to the School Code of Conduct will be dealt with accordingly by the Director of Studies. In extreme cases like violence, rudeness or robbery this may lead to expulsion from the school with no course fees being refunded. Expulsion without refund is also applicable if people related to a BSA student, such as relatives, friends or partners; use any violence (verbal or physical) towards BSA staff members or other students. Expulsion from the school can be applied for violent or inappropriate behaviour either at BSA as well as in any of the companies with a referral relationship with BSA (residential hall, houses and workplaces).

## **Safeguarding under 18s**

According to British Law everybody under 18 years of age is considered a child. BSA primarily caters for students over 18 years old and whilst we welcome students who are under 18, it should be understood that we do not provide 24 hour supervision.

Students with accommodation with BSA will be subject to a curfew.

The school will liaise with all adults who might be in contact with under 18s, including admin staff, teachers and group leaders, if applicable. Parents, legal guardians or their nominated representatives will be asked to be in touch with the school and provide a 24 hour contact number and full address in London.

The school will provide a 24 hour emergency number.

The accommodation of the school is located in the same building, but if alternative accommodation is arranged privately by parents/guardians, the school will also require full contact details and consent to travel.

It should be noted that students attending any social events are expected to arrange their own travel home. We strongly advise all students under 18 to return to the accommodation with a friend or by authorised taxi, especially if during the evening.

BSA recognises its responsibilities with regards to students under the age of 18 and is committed to a practice which protects children and young adults from harm. The schools Child Protection Policy is available in the website.

## Liability

BSA will not be liable, in any way, to the student in the event of any service, contracted to be supplied by BSA, becoming impossible to supply due to an industrial dispute or other causes outside of the control of BSA. BSA will not be liable for loss, damage or injury to persons or property howsoever caused, save where the liability is expressly imposed beyond exclusion by statute.

## Photography and Film Material

BSA will take photos and videos regularly for Marketing and Social Media purposes. Upon arrival students will be requested to sign a consent for photography and Film. By signing the consent, the student accepts that BSA can freely use all photography, film, and sound materials that have been created by BSA and/or BSA staff during the course, without asking for any further approval from the student, unless the students request in writing otherwise.

If they don't want to participate, BSA will respect their wishes but it is students' responsibility to exclude themselves from the photograph/video.

In the case of students under 18, it will be required a consent from the parent or guardian in order to use the photography, regardless of what the student signs upon arrival.

CCTV recordings are kept by the student hall for up to two (2) weeks and by booking a course with us, you are giving your consent to being recorded by our CCTV.

## Social Activity

Every week the school organises a social activity, which all students are welcome to join. The Social Activity is free, except some organised activities. These will be announced and the cost will be shared. The social activities are not mandatory.

## Supervision

Please note BSA does not provide supervision for students who book an adult course outside the lessons or arranged social activities. See our Safeguarding Policy and Child Protection Policy on our website.

## Personal Information

We will use the personal details (including sensitive information about health, religious practices or dietary requirements) that you provide to BSA:

- To administer and provide our Courses to you
- For internal training and monitoring purposes
- To provide the most suitable accommodation for you

We will not give your personal data to any third party other than:

- If strictly necessary to perform our contract with you (e.g. taxi company)
- To the accommodation in order to make your reservation

- Any official bodies who request it under UK Law
- Any official inspectors from the British Council while undergoing an inspection or spot-check.

You have the right to access information held concerning you.

## **Agreement**

This version of the Terms and Conditions is applicable to all students.

This version supersedes any previous versions of BSA Terms & Conditions that were applicable at the time of student's booking.

All courses and accommodation offered are subject to availability.

BSA reserves the right to cancel or make changes to course or accommodation arrangements without liability. In such circumstances, BSA endeavours to offer the best alternative arrangements, dates or venues available.

By either submitting an application, or paying either a deposit or full fees you have read, understood and agree to the above conditions.

***Version 18. Updated on 9<sup>th</sup> March 2020***