



Terms and Conditions

14th June 2018

These terms and conditions set out the agreement between Bayswater College Limited, "The College" (Registration No. 1998672, Registered Office: 167 Queensway London W2 4SB), and students enrolled on a Course (as defined below) at the College.

When students book a course, they will need to confirm that they have read and understood these Terms & Conditions. For any questions or clarifications about these terms please contact the College.

These Terms and Conditions relate to Adult Courses at the College.

Adult courses are open to students aged 16 and over on the course start date.

1. Personal Information

- 1.1. The College needs to see and copy the Student's passport (and Visa if appropriate) and to maintain up to date Personal Information.
- 1.2. It is the Student's responsibility to provide this information and update the College if anything changes.
- 1.3. Please refer to the College Privacy Policy for details of how we store personal information. A copy of this Policy is available upon request and from our website.

2. Visas

- 2.1. Students must comply with any requirements of the British Immigration Authorities at all times.
- 2.2. On receipt of the Registration Fee and Tuition Fees, the College will provide written confirmation of the status of the Student's application for the Course.
- 2.3. If, during the duration of the Course, the student needs to extend their Visa then the student is responsible for ensuring that the extension is obtained. The College will give the student the appropriate documents only if they comply with these Terms & Conditions.
- 2.4. If the College believes that the student is not able or does not intend to follow the Course, it may not allow the student to enrol on the Course.
- 2.5. Students must enrol in sufficient time to ensure that a Visa can be obtained and all requirements of the British Immigration Authorities can be met.
- 2.6. The College will try to support students at all times, but cannot be held responsible for decisions taken by the British Immigration authorities regarding entry visas or extensions, or regarding changes made to regulations.

3. Payments

- 3.1. Students must pay all Tuition Fees, Registration Fee and any additional fees in full before they start a Course.
- 3.2. A non-refundable deposit of 200.00GBP is required at the time of application to all full-time Courses.
- 3.3. Full payment must be received in full at least 30 days prior to the course start date.
- 3.4. Students are responsible for any bank fees incurred during the payment process.
- 3.5. Course and Accommodation is only secured for the period that has been paid for in full.
- 3.6. Tuition fees cannot be transferred to another student.
- 3.7. Tuition fees do not cover the cost of other materials and services that may be

required, including, for example, text books, examination fees, bank charges, insurances, social activities and travel expenses.

- 3.8. Students must buy or loan a course book, and it is illegal to photocopy course books.

4. Scholarships

- 4.1. Scholarship students will not be allowed to start their course without either a guarantee letter or tuition fees paid.
- 4.2. Any fees paid direct to the College will be refunded to the fee payer upon receipt of the guarantee letter.

5. Refunds

5.1. Cancellations

- 5.1.1. All cancellations must be made in writing to the College.
- 5.1.2. The following fees are non-refundable: Registration Fee, Courier Fee, Accommodation Placement Fee, bank charges or credit card fees.
- 5.1.3. A refund will not be provided in any circumstances where the student has supplied fraudulent, forged or deliberately misleading documentation.

5.2. Tuition Refunds Before Arrival

- 5.2.1. Cancellations received in writing more than 14 days before the first course start date: 100% of tuition fees will be refunded.
- 5.2.2. Cancellations received in writing 14 days or less prior to the first course start date: students will be charged up to 4 weeks tuition fees. For example, courses less than 4 weeks are non-refundable, and courses more than 4 weeks will have 4 weeks tuition fees deducted.

5.3. Tuition Refunds after Arrival

- 5.3.1. No refunds of tuition or registration fees will be given by the college once the arrival date has passed.

- 5.3.2. Refunds will not be issued for any unused tuition or accommodation due to expulsion as a result of poor attendance, or disciplinary issues; and any unpaid fees will become payable immediately.

5.4. Cancellation due to a visa refusal

- 5.4.1. If a Visa application is refused, the College will refund tuition fees provided that the student presents the original Visa refusal document from the British Immigration Authorities.
- 5.4.2. The College will not pay a refund if the Visa refusal is due to the submission of fraudulent documents.
- 5.4.3. Refunds may take up to 4 weeks to process once the College receives the visa refusal document.
- 5.4.4. No refund will be issued if the student is expelled from the UK by the British Immigration Authorities.
- 5.4.5. The College does not accept any responsibility in the case of visa refusals. If the Visa refusal is the College's fault, a full refund of all tuition fees will be made and assistance given to help reapply. No additional compensation will be given.

5.5. Accommodation Refunds before Arrival

Students wishing to cancel any booked Accommodation, will pay a cancellation fee that will vary according to how much notice of cancellation in advance of the start date the student has given, as follows

- Notice of more than 14 days – no cancellation fee;

- Notice of 0-14 days – A cancellation fee equal to 2 weeks' Accommodation fees.

5.6. Accommodation Refunds after Arrival

- 5.6.1. Students leaving their accommodation must give at least 4 weeks of notice in writing.
- 5.6.2. After deducting the price of accommodation used, including the required notice period charged at the standard accommodation rate, accommodation fees in excess of the accommodation period will then be refunded.

6. Administration of Courses

- 6.1. Students who fail to start their Course or to complete the Course without explaining this to the College, will be excluded from the Course without a refund.
- 6.2. Requests to change the time or date of classes or Course must be made at least two weeks in advance. All changes are subject to availability and at the College's discretion.
- 6.3. The duration of the Course or the time allotted to complete the Course will not be extended by unauthorised absences, uncertified illnesses or the payment of additional fees.
- 6.4. The College reserves the right to change teachers, times and rooms and to combine classes for different Courses at its discretion.
- 6.5. The College reserves the right to change details of its services, including courses, facilities, accommodation and course dates, where circumstances beyond its control necessitate such changes or where the number of enrolments is not enough to operate a course viably.
- 6.6. A student's schedule may change during their enrolment.

7. English Language Courses

- 7.1. Students must take the College Online Placement test before the start of their Course to determine their level of study.
- 7.2. The College will then allocate a level of English to the students. Our decision as to a student's level of study is final.
- 7.3. If a student does not have the minimum level of English required to study on a specific course, the College reserves the right to move the student to an appropriate course for their level.
- 7.4. English language course students are required to pay a refundable book deposit on the first day of their course. The book deposit will be refunded on the last day of their course, if it is returned in a good, unmarked condition. Students also have the option of buying the book.
- 7.5. Students studying on our PM course are aware that their timetable may change on a weekly basis.

8. Attendance

- 8.1. Students must attend all classes and observe the College class timetable.
- 8.2. Students must arrive at classes before the published start time and return promptly after any break. The College may exclude a student from a class due to late arrival.
- 8.3. If a student is persistently late, they may be excluded from the Course.
- 8.4. If a student:
 - 8.4.1. is absent due to illness, a doctor's certificate must be provided;
 - 8.4.2. is not able to provide a doctor's certificate, the College may exclude them from the Course.
 - 8.4.3. has ongoing low attendance, and is studying on a Visa, the College may exclude them from the Course and the British Immigration Authorities will be informed.
- 8.5. If, due to unauthorised absences, a student is excluded from the Course, no

refunds of Tuition Fees or extension of teaching time will be given.

- 8.6. Students' are required to have a minimum of 80% attendance on their course to maintain visa status and receive a certificate of achievement on the final day of their studies.

9. Holidays and Course Breaks

- 9.1. Our Price List indicates the College closure dates each year.
- 9.2. The College will not make up for lessons missed on these dates.
- 9.3. There are no refunds in Tuition Fees for lessons missed on these dates.
- 9.4. If the Full-Time English language course is 12 weeks or longer, students are entitled to take a break by submitting a Course Break request in writing 14 days before their break.
- 9.5. Course break allowances for English language courses are as follows. On courses booked for:
- 12 - 23 weeks: 2 weeks holiday
 - 24 - 35 weeks: 4 weeks holiday
 - 36 - 51 weeks: 6 weeks holiday
- 9.6. Students may be required to use some of their holiday allowance during periods when the College closes for holidays (e.g. Christmas, New Year).

10. Accommodation

- 10.1. The College acts as an intermediary between accommodation providers and students.
- 10.2. The College can arrange accommodation for students, subject to availability.

- 10.3. When a student's first choice of accommodation is not available, they will be given the opportunity to select an alternative type, or cancel their accommodation request.
- 10.4. Accommodation details will be provided when exact arrival and departure dates, and full fees, have been received by the College.
- 10.5. All accommodation prices are per person per week. Any additional nights must be requested in advance, and are subject to availability. Additional nights will be charged on a pro rata basis.
- 10.6. Any request to change Accommodation after arrival will be dealt with at the College's discretion and subject to availability.
- 10.7. There is no obligation for the homestay to spend a specific amount of time with the student.
- 10.8. The College and its Accommodation Providers reserve the right to remove students from Accommodation for unacceptable behaviour. This is defined as causing damage to property, causing disturbance or nuisance, abusive or disrespectful conduct, and failing to observe the rules of the Accommodation.
- 10.9. The College reserves the right to charge students a damage deposit to cover any damage or breakages caused to the accommodation as a result of the students' actions. This deposit is fully refundable on the last day of the students' course providing the residence is left in an acceptable condition.

11. Airport Collections

- 11.1. The College can arrange airport transfers on arrival or departure.
- 11.2. This service is subject to availability and to payment in advance.
- 11.3. The fee charged includes waiting time of 1 hour from the time of arrival that has been communicated to the College. Additional charges may apply for waiting times over 1 hour.
- 11.4. Students are responsible for supplying full and correct information of travel requirements and for updating this

information as and when necessary. This includes arrival airport, flight number and city of origin.

- 11.5. The College will only refund airport transfer charges if cancelled more than 7 days beforehand.

12. Conduct and Discipline

- 12.1. Students will be asked to sign a Student Code of Conduct upon arrival.
- 12.2. The College has the right to expel any student from the Course for unacceptable behaviour or lack of attendance and no refund of Tuition Fees will be given to an expelled student.
- 12.3. For the avoidance of doubt, the College views unacceptable behaviour as including, but not limited to, causing damage to property, causing disturbance or nuisance, abusive or disrespectful conduct, failing to observe fire and safety rules and smoking other than in authorised areas and selling or consuming alcohol or illegal drugs on the College's premises.
- 12.4. Any student who intentionally or negligently causes damage to College property, will be expected to pay the full cost of repairing or replacing such property.

Photography and Video

- 12.5. The College regularly takes photographs or video footage of students participating in activities and collects written or video student testimonials for promotional purposes, both printed and online. Any student who does not wish to participate may advise the College at the time of booking or at the time of photography. Students will be informed when videos or photos are being taken and may choose not to participate. Students who are invited to provide testimonials or to have individual or small group photos taken will be informed of their use and will be given a consent form at the time.

13. Events outside the College's control

- 13.1. The College will not be liable or responsible for any failure to perform, or delay in performance of, any of its obligations in relation to providing a Course or Accommodation that is caused by events outside its reasonable control (Force Majeure Event).
- 13.2. A Force Majeure Event includes any event beyond the College's reasonable control and includes (without limitation), the following: fire, natural disaster, acts of government, acts of terror, failure of suppliers or subcontractors, labour disputes, or other reasons which are outside its control.
- 13.3. The College's obligations in relation to Courses or accommodation are suspended for the period that the Force Majeure Event continues.

14. Liability

- 14.1. The College shall not be liable for any loss or damage which arises out of or in connection with or as a consequence of a student's use of the College premises, accommodation or organised activities.
- 14.2. The College is not responsible for the safekeeping and delivery of any personal property or post sent to students at the College or for the safekeeping of exam results or certificates.
- 14.3. Students must pay for any damages caused by them to College property or to accommodation booked via the College.

15. Insurance

- 15.1. The College recommends that all students have travel insurance coverage, which includes medical, repatriation and personal liability as a minimum.
- 15.2. Students are solely responsible for ensuring they have appropriate insurances in place to cover their travel, possessions and attendance at the College.

16. Data Protection

- 16.1. In order to deliver education and protect students' welfare, the College will collect and process personal data, including sensitive and special category personal data (as defined in the Data Protection Act 1998 and GDPR respectively) that relates to the student and their circumstances.
- 16.2. Full details of the personal data collected and processed by the College, the purposes for which it is collected and the legal basis for doing so are contained in the Bayswater College Privacy Policy which can be accessed via this link www.bayswater.ac/privacy

17. 16 and 17 year old students

- 17.1. Students age 16 and 17 study alongside adult students with minimal supervision outside class times.
- 17.2. Without a guardian in the country they must book homestay accommodation.
- 17.3. An arrival airport transfer must be booked unless a guardian (21 years and over) is meeting them at the airport.
- 17.4. Parents and Guardians of under 18's should read our parental consent form, and are required to send us the completed and signed form before the student's arrival date. The parental consent form details the levels of supervision that the College will provide for under 18's.
- 17.5. When travelling to the UK, students aged 16 and 17 years old must carry a letter of consent to travel alone and present it, if requested, on arrival in the country.

18. Agreement

- 18.1. The current Bayswater College Terms and Conditions supersede any previous Terms & Conditions that were applicable at the time of student's booking.
- 18.2. By either submitting an application, or paying either a deposit or full fees the student has read, understood and agree to the above conditions.
- 18.3. These terms and conditions are applicable to all students.

18.4. All courses and accommodation offered are subject to availability.

18.5. The College reserves the right to cancel or make changes to course or accommodation arrangements without liability if obliged to by circumstances beyond its control or due to low demand or where the students preferred accommodation is unavailable. In such circumstances, the College will offer the best alternative arrangements, dates or venues available.

19. Feedback

- 19.1. Students' should bring any problems to our attention immediately in order for us to help.
- 19.2. Feedback forms are available at the College reception.
- 19.3. The College does not accept retrospective complaints or queries.

20. General

- 20.1. A person who is not a party to these terms and conditions shall not have any rights under or in connection with them under the Contracts (Rights of Third Parties) Act 1999.
- 20.2. These terms and conditions shall be governed by English law and the student agrees to the non-exclusive jurisdiction of the English courts.