



Bromley Adult Education College Terms and Conditions 2024-2025

Developing individuals and communities by providing accessible, high quality learning opportunities and skills training

BAEC mission statement reflects a commitment to providing efficient, inclusive and responsive service to our students and the residents of Bromley. These Terms and Conditions set out overall rules for service delivery, student eligibility, collection of fees, credits and refund criteria for the academic year 2024-25 as part of BAEC Policies and Procedures on how we conduct our business and meet the needs of our students.

Enrolment

BAEC is the Adult Community Education service provider for the London Borough of Bromley. Students must have reached the age of 19 by the 31st of August before the course starts, e.g. 31st August 2024 for courses starting in the academic year 2024-25. Therefore the student's date of birth needs to be on or before 31/8/2005.

Residency criteria

The majority of BAEC students benefit from funding from the Greater London Authority (GLA) or the Education and Skills Funding Agency (ESFA). The funding agencies require BAEC to provide evidence of student identity/residency and eligibility for funding.

Residency criteria

For a student to be eligible for GLA funding, they must reside within Greater London and have a legal right to be resident in the United Kingdom for at least 12 months. There are exemptions to this criteria such as those coming to the UK under a scheme for Ukrainians. EU citizens must have settled or pre-settled status. Please ask for more information.

Students residing outside of London maybe eligible for ESFA funding, depending on where they live. They must have a legal right to be resident in the United Kingdom for a period of time prior to the start of the course (3 years in most cases although there are exemptions). ESFA funding is not guaranteed and students residing outside of London may not be able to access all courses. Further details are available from BAEC staff. Anyone who, if required, fails to provide proof of their residency status or is found to be ineligible for funding will be charged course fees at the rate of £11.36 per hour plus any other costs.

Students will need to show passports/residence permits/share codes/home office documentation. For further guidance on residency criteria, please contact enquiries@baec.ac.uk

Criteria for fee remission or discount

Depending on individual circumstances, students may be eligible for free or reduced tuition fees on some courses. BAEC will require students to complete and sign an enrolment form to confirm their personal status. They may also be required to provide ID documents or proof of income. More Information can be found in the [Fee Policy document](#).

Qualification courses

By enrolling on an accredited course students are agreeing to undertake the qualification, to be registered with the awarding body and to be entered for the relevant examination/assessment. All students MUST take the examination/assessment. If they do not, they will be charged tuition fees at the rate of £11.36 per hour plus any incurred examination costs.

Attendance and Performance

GLA and ESFA funding is also dependent on students' regular attendance, completion of studies and achievement at the end of the course. Students are required to attend regularly and complete all course documentation when required. More information can be found in the [Attendance Policy document](#).

Quality Assurance

BAEC management and external auditors may visit classes and gather individual students' views at times. This is to ensure consistency of quality throughout the college and provide evidence to funders. More information can be found in the [Quality Assurance Policy document](#).

First session and initial assessment

Students applying for a course leading to qualification will usually be required to attend an interview and/or test before an offer can be made.

Please note that it is very important to attend the start of the course as essential information and advice normally takes place in the first session.

All students will undertake initial or diagnostic assessment activities during the first session(s) of the course.

BAEC reserves the right to refuse admission or to refer students to more appropriate classes, on academic grounds if necessary. If admission is refused or if the suggested course is not suitable for the student's circumstances, they will receive a full refund of their fees, where applicable.

Should students have any concerns about the course once it has started, these should be discussed with the tutor as soon as possible.

Fees, other charges and examination fees

Most of BAEC courses are subsidised by a funding grant from the GLA/ESFA and therefore, even if students pay for their course, they are benefiting from government funding.

Hourly fees are set yearly in accordance with the Fees policy, please see the [Fee Policy document](#) on the BAEC website for more information about what to pay, examination fees, and how BAEC subsidised courses.

Refunds

BAEC is committed to ensuring all students are able to continue with, and complete, their studies if at all possible, and considers refunds as a last resort. BAEC will take all reasonable steps to identify suitable solutions to service disruption or individual complaints. Students will be offered a credit in the first instance if a non-financial outcome cannot be established.

BAEC cancellation

If BAEC cancels a course prior to the planned start and we are unable to provide a suitable alternative, students will be entitled to a full refund of their fees.

If BAEC cancels individual sessions or the remainder of the course after the start and is unable to provide a suitable alternative, students will be entitled to a credit or refund proportionate to the number of sessions cancelled, depending on circumstances.

Suitable alternatives may include sessions on a different day/time, offer of a place on a substitute course, postponement of studies or remote delivery.

BAEC will inform students of suitable alternatives within five working days. This may be via email, text messages or information on the BAEC website.

Arrangements will be made to suit the majority of the class and availability of teaching staff. If the new arrangement is not convenient to an individual student no refund for the missed session(s) will be due but a credit may be offered.

No liability can be accepted for other expenses incurred in, or in connection with, attending a class which has been cancelled or altered at short notice.

Re-scheduled classes

BAEC reserves the right to cancel, combine or re-schedule courses at any time, or to make changes to advertised course details including cost, location, content and tutor.

In circumstances where classes are re-scheduled for reasons outside the control of BAEC (e.g. severe weather conditions, temporary closure of premises, tutor self-isolation or changes to local or national guidelines on lockdown or safety procedures at short notice) and we are unable to provide a suitable alternative, students will be entitled to a credit or refund proportionate to the number of sessions cancelled, depending on circumstances.

Suitable alternatives may include sessions on a different day/time, offer of a place on a substitute course, postponement of studies or remote delivery.

BAEC will inform students of suitable alternatives within five working days. This may be via email, text messages or information on the BAEC website.

Arrangements will be made to suit the majority of the class and availability of teaching staff. If the new arrangement is not convenient to an individual student no refund for the missed session(s) will be due but a credit will be offered.

No liability can be accepted for other expenses incurred in, or in connection with, attending a class which has been cancelled or altered at short notice.

Cooling off period

If students enrol on a course and pay for it, they are entitled to fourteen days during which they may cancel their course enrolment. If they do reconsider their enrolment during this time, they will receive a refund of the money paid for the course(s).

If, however, the course starts within the fourteen day cooling off period, payment indicates that students wish to undertake the course. Therefore, their right to cancel is lost if they choose to withdraw, unless this is due to service failure.

Student cancellations after the fourteen day cooling off period

If students cancel their enrolment after the fourteen day cooling off period, there is no automatic right to a refund unless this is due to service failure.

Student request for refunds relating to service failure

Should students request a refund based on a complaint about the quality of service provided by BAEC, the complaint will be dealt with from the time that it is received by the BAEC Customer Care Team. Please ensure that any complaints are made as soon as possible, in order that we can work together to ensure an appropriate way forward. Complaints may be either in writing, by telephone or in person.

The date of receipt of the claim will be the date from which it is considered to have started. If BAEC substantiates the claim, the student will receive a proportional refund of the fees paid. If BAEC does not substantiate the claim, the student will not be entitled to a

refund. Should students wish to challenge the outcome of the decision, the appeal process is detailed in the Customer Care Policy.

Withdrawals

Withdrawals are effective from the date of the session of the last attendance, as marked on the tutor's register. If students withdraw from their course for personal reasons, there is no automatic right to a refund. Applications will be considered on an individual basis. If an instalment plan has been agreed and refund has been denied, all instalments will be due in full regardless of the date of withdrawal.

Student request for refunds relating to medical problems, general absence and/or self isolation

There is no automatic right to a refund, in cases such as bereavement of a close relative, ill health, self isolation, a change in employment circumstances or moving home. Applications will be considered on an individual basis.

Administration charge

A minimum £10 administration charge per course for changes to course enrolments apply (including transfers).

Getting it right

BAEC tries to ensure the total accuracy of the information in all publicity, but sometimes we get it wrong. Although we aim to deliver the programme of courses as advertised, changes might have to be made. Even with the most rigorous checking, there may be small differences in the fees for identical courses.

Refunds relating to minors on BAEC premises

BAEC has a strict policy regarding minors on its premises. Under no circumstances can minors be present in the classroom or left unaccompanied in the café, reception or communal areas whilst their parent/carer is attending a BAEC course. If students are asked to leave the premises and miss a session as a result, no refund will be due.

Refunds relating to breach of BAEC Code of Conduct

Students are expected to adhere to the [BAEC Code of Conduct and Learner Charter](#) at all times. If students are asked to leave the premises and miss a session as a result of non-compliance, no refund will be due.

Contact details

Any queries regarding the Terms and Conditions 2024-25 should be addressed to the Head of Adult Learning.

Complaints

Copies of these Terms and Conditions are available from the Policies section of the BAEC website, on request from centre receptions or by writing to: Bromley Adult Education

College, Kentwood Centre, Kingsdale Road, Penge SE20 7PR or by email from enquiries@baec.ac.uk