



## **Bromley Adult Education College (BAEC) Fees and Refunds Terms and Conditions 2020-2021**

### **Greater London Authority (GLA), Education and Skills Funding Agency (ESFA) Residency and Eligibility Criteria**

The majority of our students benefit from funding from the GLA or the ESFA. The funding agencies require BAEC to provide evidence of student identity and eligibility.

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/EU/EEA for a period of time prior to the start of the course.

Students residing outside of Greater London may be eligible for ESFA funding. They must have a legal right to be resident in the United Kingdom/EU/EEA as stated above.

BAEC will require you to complete and sign an enrolment form to confirm eligibility. You may also be required to provide your passport, birth certificate or home office papers to prove your eligibility. Anyone who, if required, fails to provide proof of their eligibility will be charged course fees at the rate of £9.77 per hour plus any other costs. Anyone who is not eligible for funding will also be required to pay tuition fees at the rate of £9.77 per hour plus any other costs.

For further guidance on residency criteria, please contact [enquiries@baec.ac.uk](mailto:enquiries@baec.ac.uk)

By enrolling on an accredited course you 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 you do not, you will be charged tuition fees at the rate of £9.77 per hour plus any incurred examination costs.

### **First Session and Initial Assessment**

Please note that it is very important to attend the start of the course as further information and advice normally takes place on the first session. Should you have any concerns about your course once it has started, please discuss these concerns with your tutor as soon as possible.

BAEC reserves the right to refuse admission or to refer students to more appropriate classes, on academic grounds if necessary. If we refuse admission or if the suggested course is not suitable for your circumstances, you will receive a full refund of your fees. If you attend two or more sessions of the alternative course, you will receive a proportionate refund minus £10 administration fee and the sessions you attended.

### **Fees and What to Pay**

Most of our courses are subsidised by a funding grant from the GLA/ESFA and therefore, even if you pay for your course, you are benefiting from Government funding.

Some courses are free to all students regardless of individual circumstances – for example English and maths (including GCSE), essential digital skills accredited courses up to Level 1 and some outreach provision for targeted groups.

On some courses, there is a discount available if you are in receipt of certain benefits – this varies from a 20% reduction for non-accredited personal development courses, to full fee remission for some accredited qualification courses. You will be asked to sign an enrolment form confirming your status and you may be asked to provide proof of receipt of benefits in order to qualify for the reduction.

There is full fee remission available on certain courses for those on a low income (defined by GLA and ESFA); again, evidence of this low income must be produced before enrolment. Examples of evidence include pay slips, bank statements etc. dated within the last three months. More information on proof of income is available on request from BAEC staff, email [enquiries@baec.ac.uk](mailto:enquiries@baec.ac.uk).

If you are unable to pay your fees on a qualification course and are not in receipt of any benefits, you may be able to apply to receive financial assistance through the Learner Support Fund (LSF), please see the Policies page of the website for more information.

You are able to pay in instalments if a course is more than 16 weeks long. You will need to agree an instalment plan at the time of enrolling. The part payment agreement stipulates 50% of tuition fees to be paid at enrollment and the other 50% to be paid after two months of tuition.

Late enrolments will be charged pro-rata to the nearest half-term, dependent on the course and approval by Curriculum Leaders. Registration costs, materials and examination fees (if applicable) will be due in full.

BAEC cannot enrol individuals on another course while there is a balance of fees outstanding for any previous enrolment.

There may be additional charges for provision of materials or other resources. These may be included in the course fee or you may be asked to provide your own resources on a weekly basis e.g. cookery, floristry, arts and crafts. Additional charges will be made clear on the course information sheets available online or at either centre and you will know in advance what you will be expected to pay.

### **Examination Fees**

Examination, accreditation and administration costs are generally included in the overall course fee. All examination/accreditation and administration fees are non-refundable as they are passed on to external examining bodies.

If you fail their examination and need to re-sit, you will normally need to pay the examination fee again. This is valid whether you re-sit during the same academic year or the following academic year. Different rules may apply for specific examinations; full details are available from the examination team at BAEC. Email [jane.monaghan@baec.ac.uk](mailto:jane.monaghan@baec.ac.uk)

If you fail to attend your examination(s) at the original date, you will be required to pay the re-sit examination fee in full.

### **Withdrawals**

If you withdraw from your course for personal reasons, you are not entitled to a refund of your fee. If you have agreed an instalment plan, all instalments will be due in full regardless of the date you withdrew.

### **Refunds**

#### **Cooling off period**

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

If, however, the course starts within the fourteen day cooling off period your payment for the course indicates that you wish to undertake the course. Therefore, your right to cancel is lost if you choose to withdraw, unless this is due to a course being proved to have been mis-sold by BAEC or to a service failure.

#### **For cancellations after the fourteen day cooling off period**

If you cancel your enrolment after the fourteen day cooling off period, you will not be entitled to a refund unless this is due to service failure. This does not affect statutory rights.

#### **Request for refunds relating to service failure**

Should you request a refund based on a complaint about the quality of service provided by BAEC, your complaint will be dealt with from the time that your complaint is received by the College 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. Your complaint may be either in writing, by telephone or in person to a member of the Customer Care Team.

The date of receipt of your claim will be the date from which your complaint is considered to have started. If we substantiate your claim, you will receive a proportional refund of the fees paid. If we do not substantiate your claim, you will not be entitled to a refund. Should you wish to challenge the outcome of such a decision, the appeal process is detailed in the Customer Care Policy, details of which are below.

#### **Request for refund relating to safety measures in the academic year 2020-21**

Should you request a refund following attendance at the first session of your course on grounds relating to Covid -19 precautionary measures, your claim will be

investigated by the Customer Care team. If we substantiate your claim, you will receive a proportional refund of the fees paid. If we do not substantiate your claim, you will not be entitled to a refund.

Should you request a refund after the second session or subsequent sessions attended, your claim will be dealt with according to procedure set out for refunds relating to service failure.

### **Request for refunds relating to medical problems, general absence and/or self isolation**

There is no automatic right to a refund, for example as a result of ill health, self isolation, a change in your employment circumstances or moving home. In cases such as bereavement of a close relative or the demise of the student enrolled, applications for refunds will be considered on an individual basis. *Please note there is usually a minimum £10 administration charge per course for changes to course enrolments.*

### **Re-Scheduled Classes**

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

BAEC may occasionally have to reschedule a class due to unforeseen circumstances. Arrangements will be made to suit the majority of the class and availability of the tutor and suitable accommodation. We regret that if the new arrangement is not convenient to an individual student no refund for the missed session will be due.

In circumstances where classes are cancelled 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 procedures at short notice) then every attempt will be made to make up any lost sessions. This may be via a remote learning environment. If learning continues within or after five working days, no refund will be due. If BAEC is unable to inform of alternative methods of learning within five working days, refunds will not be payable but students may be credited to the value of the lost sessions.

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.

### **Our cancellation**

If BAEC cancels your course and we are unable to provide a suitable alternative, you will be entitled to a full refund of your fees.

Should government guidance prevent courses from starting at the advertised time/dates or taking place in full, and we have to cancel the whole or the remainder of the planned sessions:

- If we are unable to provide you with alternative methods of learning, you will receive a full or proportionate refund depending on the number of sessions cancelled.

- If we inform you of alternative methods of learning within five working days, no refund will be due.
- If we put alternative methods of learning in place after five working days, refunds will not be payable but students may be credited to the value of any lost sessions.

### **Getting it right**

We try to ensure the total accuracy of the information in all our 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.

### **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 or reception areas whilst their parent/carer is attending a BAEC course. If learners are asked to leave the premises and miss a session as a result, no refund will be due.

### **Contact details**

Should you have any queries regarding the Terms and Conditions 2020-21, these should be addressed to the Head of Adult Learning. Email [enquiries@baec.ac.uk](mailto:enquiries@baec.ac.uk) and mark the message 'For the attention of the Head of Adult Learning'.

### **Complaints**

Copies of the College Customer Care Policy are available from the Policies section of the BAEC website, on request from receptions or by writing to: Bromley Adult Education College, Kentwood Centre, Kingsdale Road, Penge SE20 7PR or by email from [enquiries@baec.ac.uk](mailto:enquiries@baec.ac.uk)