



## **Bromley Adult Education College Terms and Conditions 2022-2023**

### **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 2022-23 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 2022 for courses starting in the academic year 2022-23.

#### **Residency and eligibility 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 and eligibility.

#### **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/EU/EEA for a period of time prior to the start of the course (currently three years).

Students residing outside of London are eligible for ESFA funding. They must 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. 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.

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

#### **Eligibility criteria**

Depending on individual circumstances, students may be eligible for free or reduced tuition fees. BAEC will require students to complete and sign an enrolment form to confirm eligibility. They may also be required to provide ID documents or proof of income.

Anyone who, if required, fails to provide proof of their eligibility or is found to be ineligible for funding will be charged course fees at the rate of £10.36 per hour plus any other costs.

### **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 £10.36 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.

### **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.

### **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.

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 support available**

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 BAEC Fees and Pound Plus policy, please see the Policies page of the BAEC website for more information.

Some courses are free to all students regardless of individual circumstances – for example English and maths (including GCSE), the Essential Digital Skills Qualification (EDSQ) and some outreach provision for targeted groups.

On some courses, there is a discount available if students 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. Students will be asked to sign an enrolment form confirming their status and they 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 wage (defined by GLA and ESFA); again evidence of this low wage must be produced before enrolment. Examples of evidence include pay slips, bank statements etc. received within the last three months. More information on proof of wage is available on request from BAEC staff.

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

Students are able to pay in instalments if a course is more than 16 weeks long. An instalment plan will need to be agreed at the time of enrolling.

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 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. Students on ESOL courses who pay fees will need to pay examination fees separately, once they are entered for the relevant qualification. All examination/accreditation and administration fees are non-refundable as they are passed on to external examining bodies.

If students fail any examination and need to re-sit, they will normally need to pay the examination fee again. This is valid whether they 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.

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

## **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 working 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 following 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 2022-23 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](mailto:enquiries@baec.ac.uk)