



BROMLEY ADULT EDUCATION COLLEGE

Terms and Conditions

2025-2026

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

Reviewed and approved by:	SMT
Date:	September 2025
Next review date:	August 2026

BAEC mission statement reflects a commitment to providing efficient, inclusive and responsive service to our learners and the residents of Bromley. These Terms and Conditions set out overall rules for service delivery, learner eligibility, collection of fees, credits and refund criteria for the academic year 2025-26 as part of BAEC Policies and Procedures on how we conduct our business and meet the needs of our learners.

[A glossary of terms can be found at the end of the document.](#)

Enrolment

BAEC is the Adult Community Education service provider for the London Borough of Bromley. Learners must have reached the age of 19 by the 31st of August before the course starts, e.g. 31st August 2025 for courses starting in the academic year 2025-26. Therefore the learner's date of birth needs to be on or before 31/8/2006.

Learners are required to provide accurate and up to date information regarding their personal details and any changes that take place.

Residency criteria

The majority of BAEC learners benefit from funding from the Greater London Authority (GLA) or the Department for Education (DfE). The funding agencies require BAEC to provide evidence of learner identity/residency and eligibility for funding.

For a learner 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.

Learners residing outside of London may be eligible for DfE 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). DfE funding is not guaranteed and learners 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 £11.59 per hour plus any other costs.

Learners 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 reduction in course fees

Depending on individual circumstances, learners may be eligible for free or reduced tuition fees on some courses. BAEC will require learners to complete and sign an

enrolment form to confirm their personal status and 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 learners are agreeing to undertake the qualification, to be registered with the awarding body and to be entered for the relevant examination/assessment. All learners MUST take the examination/assessment. If they do not, they will be charged tuition fees at the rate of £11.59 per hour plus any incurred examination and admin costs.

Attendance and Performance

GLA and DfE funding is also dependent on learners' regular attendance, completion of studies and achievement at the end of the course. Learners 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 learner's views at times. This is to ensure consistency of quality throughout the college and provide evidence to funders.

London Learner Survey

Although the enrolment form allows learners to opt in or out of being contacted for general market research, it does not exclude people from research informing government policy, such as the **London Learner Survey**. Under the 'public task' lawful basis, and in line with the privacy notice, the GLA/BAEC are permitted to invite all learners to take part in the London Learner Survey, and so will expect the invites to be sent to all in-scope learners (regardless of whether they agreed to be contacted for general market research by other third parties).

First session and initial assessment

Learners 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 learners 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 learners to more appropriate classes, on academic grounds if necessary. If admission is refused or if the suggested course is not suitable for the learner's circumstances, they will receive a full refund of their fees, where applicable.

Should learners 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/DfE and therefore, even if learners 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.

BAEC reserves the right to amend fees during the academic year in response to changes in government or funding agency rules or operational needs.

Progression and destinations

BAEC may contact learners after the end of their course to collect information about their progression and destination. This includes whether they have moved into further learning, employment, volunteering, or other personal goals. The data helps us evaluate the impact of our courses and meet our funding and quality requirements. All information is handled in line with data protection regulations.

Cooling Off Period and Refunds

Learners who enrol on a course and make payment are entitled to a fourteen-day cooling off period from the date of enrolment, during which they may cancel their enrolment and receive a full refund.

If the course begins within this fourteen-day period, payment indicates the learner's intention to start the course. In this case, the right to cancel remains valid up to 7 days before the course start date. Once the course has started, the right to cancel is lost and no refund will be issued.

In the event of service disruption or individual complaints, BAEC will take all reasonable steps to identify suitable solutions. Where a non-financial resolution is not possible, a credit may be offered in the first instance.

BAEC cancellation

If BAEC cancels a course prior to the planned start and we are unable to provide a suitable alternative, learners 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, learners 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 learners 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 learner 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, learners 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.

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 learner 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.

Learner cancellations after the fourteen day cooling off period

If learners 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.

Learner request for refunds relating to service failure

Should learners 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 learner will receive a proportional refund of the fees paid. If BAEC does not substantiate the claim, the learner will not be entitled to a refund. Should learners 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 learners 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.

Learner request for refunds relating to medical problems, general absence

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

Refunds relating to breach of BAEC Code of Conduct

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

Administration charge

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

Children on BAEC premises

BAEC has a strict policy regarding children 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, assessment or exam. If learners are asked to leave the premises and miss a session and/or exam as a result, no refund will be due.

Contact details

Any queries regarding the Terms and Conditions 2025-26 should be addressed to the Head of BAEC.

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

Information Disclaimer

BAEC endeavours to ensure the accuracy of all information published in its publicity materials. However, on occasion, errors may occur. While every effort is made to deliver the programme of courses as advertised, changes may be necessary. Despite rigorous checks, there may be minor discrepancies in the fees published for identical courses and we reserve the right to make changes.

Glossary of terms

Term	Definition
Accredited course	A course leading to a recognised qualification awarded by an external awarding body.
Assessment	The process of evaluating a learner's skills, knowledge or performance, typically through tests, coursework or observation.
Code of Conduct	A set of rules and expectations governing the behaviour of learners while participating in BAEC courses or on BAEC premises.
Credit	A credit may be offered instead of a refund, typically in the form of a fee reduction or voucher for use on a future course.
Diagnostic assessment	An initial activity used to identify a learner's current level of knowledge or skills to ensure appropriate course placement.
DfE	Department for Education – the government department responsible for education and children's services in England, which funds some BAEC provision.
Fee remission	A reduction or waiver of course fees based on personal circumstances, eligibility for funding or receipt of benefits.
Funding agencies	Public bodies such as the GLA or DfE which provide grants to subsidise adult learning courses.
GLA	Greater London Authority – the devolved regional authority responsible for adult skills funding in Greater London.
Initial assessment	A task or discussion at the start of a course used to identify a learner's needs, goals or starting point.
Qualification course	A course that results in a formal certificate or qualification, recognised nationally.
Residency criteria	Conditions set by funders that determine who is eligible to access subsidised learning based on their immigration or residency status.
Share code	A unique reference provided by the UK Home Office that allows organisations to check an individual's immigration status and right to study.
Withdrawal	The process either a learner choosing to leave a course before the end or BAEC rescinding a learners enrolment